DRY CREEK COMMUNITY GARDEN – RENTAL TERMS, CONDITIONS & GARDEN RULES

1. TEMPORARY RIGHT TO GARDEN

1.1 **Plot.** You have the temporary right to garden in your plot(s) (the "**Plot**") in the Garden. Your immediate family members may garden with you as your guests. You may use the Plot from dawn to dusk. You will have the chance to renew your membership on an annual basis and keep your plot for as long as the garden is running at that location and you are following the Garden Rules.

1.2 **No Refund.** You understand that you will not get a refund or reimbursement for your expense, or any other payment if you decide not to garden or if the Licensee terminates your right to garden, even if you spend a lot of time and money on the garden. You understand that only you and no one else, including your family, have any rights under this Agreement.

1.3 **Fee.** You will pay an annual fee to use the Plot and sign the rental agreement later than March 1 2026 for the calendar year ending December 31, 2026. You understand that we may increase the fee in future years.

1.4 **No Transfer.** You cannot let anyone other than your immediate family garden here unless the Garden Manager gives their agreement in writing.

2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

2.1 **Awareness of Risk.** You understand that participating in the Garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other gardeners, the Licensee, or the owner of the property on which the Garden is located (referred to as "**Landowner**"). The risk could also come from the condition of the land where the Garden is located, the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist in the Garden and that other gardeners may be unskilled.

2.2 **Assumption of Risk and Waiver and Release of Claims.** In exchange for your right to participate in the Garden, you agree to take on the risk of harm even if the potential harm is caused by someone else (In legal terms, you agree to "**assume the risk**"). You also agree to give up ("**waive**") any right you may have to sue or otherwise attempt to collect money from the Landowner, Licensee, Garden Manager, their board members, employees, volunteers, or anyone acting on their behalf (referred to altogether as "**Released Parties**") for any losses or damages resulting from death, injury, or personal property damage to you, anyone else, or any personal property, that occurs while you or your guests are in the Garden. (In legal terms, you "**waive and release all claims**" against the Released Parties). You understand that the Licensee would not permit you to participate in the Garden without you agreeing to these waivers and releases.

2.3 **Medical Care Waiver.** You give up any right to sue or otherwise attempt to collect money from ("**waive and release any claim from**") the Released Parties arising out of any first aid, treatment, or medical services, including the lack of such or timing of such, given in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers' compensation, or any other benefits maintained by Licensee.

2.4 **Indemnification.** You are responsible for any damages or losses suffered by the Licensee or Landowner that are caused by you or your guests' actions.

2.5 **Publicity.** You agree to allow the Licensee or the Landowner to use any photograph, interview, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of you or your guests that we or others may create in connection with your or your guests' participation in the Garden. You agree that you do not have to inspect or approve the finished project and you are not entitled to any compensation for the finished product.

3. TERMINATION

3.1 **Failure to Comply with Gardener Agreement or Garden Rules.** You confirm that you have read a copy of the Garden Rules attached to this agreement and you will comply with them. If you fail to obey the Gardener Agreement or the Garden Rules, the Licensee can terminate your right to garden.

3.2 **Termination of Lease.** If the Landowner terminates the Licensee's Lease Agreement for the land where the Garden is located, your right to garden will end. The Licensee or Landowner can terminate the Licensee's Lease Agreement. We will notify you if the Licensee or Landowner terminates the Lease Agreement.

3.3 Upon termination of lease, the Gardener will not oppose, protest, or act unreasonably towards the future development, Licensee or Landowner.

4. OTHER PROVISIONS

4.1 **Entire Agreement, Severability and Modification.** If any part of this Gardener Agreement is ineffective, the remaining portions of the Gardener Agreement remain in effect. Any changes to this Agreement have to be in writing and signed by you and the Licensee.

4.2 **Third-Party beneficiaries.** You understand that this Gardener Agreement gives the Landowner a right to enforce certain parts of this Gardener Agreement against you by going to court. (In legal terms, the Landowner is an "**express third party beneficiary**"). The Landowner can enforce Section 2 and 3.2 of this Gardener Agreement.

4.3 The Gardener fully understands these agreements terms and conditions and has signed this agreement under their own free will in a clear state of mind

COMMUNITY GARDEN RULES

1. ACCESS TO THE GARDEN	
Season:	The Garden is open and accessible all year.
Hours:	Gardeners may only be in the Garden between dawn and dusk.
Keys and Security:	Where applicable, the Garden Manager will give each Gardener the combination or code to open the lock for access to the shed. On leaving the Garden, Gardeners are responsible for locking the shed if there are no other individuals in the Garden. Gardeners will follow any additional security guidelines that may be announced by the Garden Manager.

2. GARDEN PLOTS	
Use of Own Plot:	Gardeners may use only the plots assigned to them by the Garden Manager. Gardeners will maintain their plants within their plots and will trim any plants that extend into neighboring plots or into common areas. Gardeners may not alter the dimensions of their plot.
Plantings:	Gardeners may plant vegetables, fruits, and flowers. Gardeners may not maintain plantings or plant-supporting structures that impede the security of the garden or impede adjacent gardeners' access to sunlight by the nature of their height, material or density. No toxic/poisonous plants should be grown within the community garden.
Supplies:	Gardeners are solely responsible for the planning and management of their plots, including providing their seeds, plants, organic fertilizer, and any tools not provided by Licensee, Garden Manager or Gardeners collectively.
Organic Methods:	Gardeners will garden organically. Gardeners will check with the Garden Manager before applying any fertilizers, pesticides, herbicides, or rodenticides, even if labeled "organic." Use of compost, organic mulch, and weeding is always acceptable.
Water:	Each Gardener is responsible for watering their plot using the hose provided by Licensee. Gardeners will not overwater their plants or leave a hose unattended.
Tools:	Gardeners may bring their tools into the Garden to use in their plots, but the Garden Manager or Licensee are not responsible for the loss or damage of these tools. Gardeners are responsible for any damage caused by tools they bring into the Garden and so should use them with care.

Plot Maintenance and Trash:	Gardeners will maintain their plots and adjacent paths cleanly and neatly, promptly removing any weeds, overgrowth, or other waste from their plot. Gardeners will promptly harvest edible plants. Gardeners are responsible for hauling and disposing of their trash, such as weeds in seed, boxes, trays, bags, packets, and similar items.
Yearly Clean-up:	Gardeners will perform a yearly clean-up on their plots on a date to be determined by the Garden Manager. Actively growing crops may be left alone during this clean-up.
Compost:	Gardeners will place any organic waste such as weeds, dead plants, or rotten produce, in the compost pile designated by the Garden Manager. The gardeners should cut any organic waste to a 4" length before putting it into a compost bin and follow other compost rules as designated by the Garden Manager.
Absence:	Gardeners may not abandon their plots. Abandonment means failing to maintain a plot for 3 weeks. If a Gardener expects to be away from the Garden for more than 3 weeks, but less than 2 months, they must inform the Garden Manager. The Gardener and the Garden Manager will then determine an alternative, such as a temporary substitute, acceptable to both. Gardeners who are away for more than 2 months during the growing season will lose their plots.
No Personal Property:	Gardeners may not keep any personal property on their plots or in the Garden when they are not in the Garden. If Gardeners leave personal property on their plots after the termination of their participation in the Garden, Licensee can keep and sell the abandoned property.

3. COMMON AREAS AND RESPONSIBILITIES	
Common Tools:	The Licensee, Garden Manager or Gardeners collectively may provide a set of tools in a storage shed in the Garden for use by all Gardeners (the "Common Tools"). Gardeners will return the Common Tools to the storage shed as soon as they are finished using them. If a Common Tool appears dangerous or in disrepair, the Gardener will not use the Common Tool and inform the Garden Manager immediately.
Common Responsibilities:	Gardeners will keep clean and neat any common areas, such as pathways and storage sheds. Gardeners will promptly report any concerns about the safety of the Garden to the Garden Manager. If there is vandalism, storm damage, or other damage to the Garden, all Gardeners are expected to help in cleaning up and restoring the Garden to its prior condition, but the Licensee will bear the cost of the repairs.
Garden Work Days:	All Gardeners must try to participate in two Garden Work parties per year, where they participate in cleaning and maintaining the common areas of the Garden. The Garden Manager will organize these sessions on a biannual basis. (spring/fall). If unable to attend, please spend some time on your own to ensure the site stays maintained.

4. COMMUNICATION	
Garden Management:	The Garden Manager has complete authority to interpret the Rules and make decisions.
Communication :	The Garden Manager may designate a member as "Garden Coordinator" to be the official point of contact for the Licensee and Garden Manager with the Gardeners.
Contact Information:	The Garden Manager will provide a list of all gardeners' contact information and plot assignment. Gardeners must tell the Garden Manager of any change in their contact e-mail addresses or phone numbers. (this will be emailed to the respective gardeners as well as kept on a laminated sheet on the inside of the door of the garden shed).
Gardener Input:	Gardeners are encouraged to provide suggestions about Garden operations to the Garden Coordinators and Garden Managers. Gardeners should contact the Garden Manager directly at the number provided by the Garden Manager, not the Licensee's office, with any questions relating to day-to-day operational matters.
Gardener Orientation:	New Gardeners must attend a Licensee or Garden Manager-led orientation to become familiar with how the Garden functions and their responsibilities as a Gardener.
Confidentiality:	Licensee, Garden Manager and other Gardeners will not use any personally identifiable information, including Gardener's name, email address, telephone number, or street address, for purposes other than the operation of the Garden.

5. CONDUCT	
General Conduct:	Gardeners are expected to be civil, honest, and cooperative in dealing with the Landowner, Licensee, Garden Manager, Garden neighbours, other Gardeners, and guests of other Gardeners.
Guests:	Gardeners may bring guests, including children, into the Garden, provided that the guests comply with the Rules. Gardeners will supervise any child under the age of sixteen. Gardeners will be responsible for the conduct of children and their guests, including they do not damage or interfere with other plots or otherwise engage in inappropriate conduct. Guest violations of these Rules are treated as violations by the Gardener.
Respect Others' Property:	Gardeners may not enter other plots, use another Gardener's tools or supplies, or harvest another Gardener's produce, without the explicit permission of the other Gardener.
No Illegal Plants:	Gardeners may not grow any plants considered illegal or invasive under provincial or federal law.

No Cannabis or Marijuana Plants:	Notwithstanding any legalization of cannabis or marijuana, gardeners may not grow cannabis or marijuana in the Garden.
Compliance:	Gardeners must comply with all applicable local, provincial, and federal laws.
No Smoking:	Gardeners may not smoke or vape in the Garden.
No Alcohol or Drug Use:	Gardeners may not consume or use alcohol, cannabis or illegal drugs while on the Garden premises. Gardeners may not bring alcohol or illegal drugs onto the Garden premises. Gardeners may not come into the Garden while under the influence of alcohol or illegal drugs.
No Loud Music:	Gardeners may not play music or the radio loud enough to be a nuisance to other Gardeners or to the Garden's neighbors.
No Sales:	The Garden is for personal, non-commercial use only; Gardeners may not sell any produce or flowers grown in the Garden.
No Signs:	Gardeners may not install any signage (which includes posted signs, posters, banners, painting, drawing or other means of written or visual communication) in, on or about the Garden other than a small personal sign to identify the Gardener's plot. The Landowner, Licensee and Garden Manager shall at all times have the right to remove from the Garden any signage without notice or compensation.

6. PROBLEMS

Dispute Resolution:	Gardeners will raise with the Garden Manager and Garden Coordinator any disputes about the Garden or with fellow Gardeners. The Garden Manager and Garden Coordinators have the power to hear these disputes and will resolve them in the best interest of the Garden.

Rules Violation:	Gardeners may lose their rights to participate in the Garden if they fail to comply with any of these Rules, or if a Gardener: • endangers other Gardeners, Garden Manager, Licensee, neighbours, or other individuals; • takes or uses another Gardener's tools, supplies, or produce without permission; • encroaches on Garden neighbours' property; • grows illegal plants; or • uses alcohol, cannabis or illegal drugs in the Garden. The Licensee may, at its discretion, terminate immediately the Gardener's right to participate in the Garden. If that occurs, the Gardener must leave the Garden by the end of Garden hours on the termination day and may not re-enter without Licensee's or Garden Manager's permission. If a Gardener violates any other of these Rules, the Garden Manager will inform the Gardener of the violation by sending an email to the Gardener or putting a red flag on the Gardener's plot. The Gardener will have one week to correct the violation. If the violation is not corrected within one week, as determined by the Garden Manager in its discretion, the Licensee or Garden Manager may, at its discretion, terminate the Gardener's Agreement. After termination, the Gardener will have two weeks to harvest and clean up the plot. Upon termination for any reason, a Gardener will promptly return to the Garden Manager any Licensee or Garden Manager property. Terminated Gardeners are not entitled to any refunds or other payments from the Licensee.
No Limit on Licensee Rights:	The process described in this Section 6 does not (i) limit the Licensee's or Garden Manager's ability to enforce its rights under these Rules; (ii) limit or qualify a Gardener's obligation to comply with applicable law or the Rules; or (iii) limit the Licensee's or Garden Manager's right to notify and/or involve government authorities as it may determine.
No Refund or Other Claims:	Gardeners under no circumstances will be entitled, directly or indirectly, to any refunds, any direct, incidental, consequential, punitive, or other damages, any other forms of compensation from the Licensee or Garden Manager or the landowner of the Garden's land, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of termination from participation in the Garden.

7. OTHER PROVISIONS	
Changes in the Rules:	Licensee may amend these Rules at their discretion without advance notice. Licensee will provide all Gardeners with a copy of the current Rules, will post a copy of the current Rules at the Garden. The Gardeners, through the Garden Managers and Garden Coordinators, may propose adjustments to the Rules for the Licensee's consideration.

Master License Agreement:	The Gardener Agreements with individual Gardeners are subject to the Lease Agreement between the landowner who owns the Garden land and Lease. As a result, if the landowner terminates the Lease Agreement, the Garden will close, and the Gardener Agreement will terminate. At that time the Gardeners will no longer have access to the Garden.
Garden Agreement Controls:	Nothing in these Rules limits, qualifies, or otherwise affects the Gardener Agreement between the Licensee and each Gardener. Should there be any ambiguity or conflict between the Gardener Agreement and these Rules, the Gardener Agreement will prevail.
Waiver:	Any waiver by the Licensee of these Rules must be in writing and signed by the Licensee. Failure, neglect, or delay by the Licensee at any time to enforce the provision of these Rules will not be considered a waiver of the Licensee's rights under these Rules. Waiver of any breach or provision of these Rules or failure to enforce any breach or provision of these Rules will not be considered a waiver of any later breach or the right to enforce any provision of these Rules.