



**REGIONAL DISTRICT**      **REPORT**  
of  
**NORTH OKANAGAN**

File No. 5810.16

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**TO:** Greater Vernon Advisory Committee  
**FROM:** Parks, Recreation and Culture Department  
**DATE:** January 14, 2010  
**SUBJECT:** Support of community gardens in Greater Vernon.

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**RECOMMENDATION:**

*"That the Greater Vernon Advisory Committee recommend to the Regional Board that the Regional District supports the development and maintenance of community gardens in Greater Vernon."*

*"It is further recommended that the Regional Board adopt a policy, as provided in Attachment A, to provide direction to the Regional District on the process for support of community gardens."*

**ISSUE:**

Should the Regional District provide support for the development and maintenance of community gardens in Greater Vernon.

**DISCUSSION:**

**1. GARDENING, HEALTH AND RECREATION:**

Gardening is one of the most popular recreational activities in BC, with participation from both young and old; this becomes increasingly important to the North Okanagan region as the median age of the citizens increases. Community gardens provide a great intergenerational recreation opportunity that can help bridge the gap between youth and seniors, and build a stronger, more unified community.

Community gardens develop inclusive social networks that bridge diversity, provide exercise and recreation, and create an economical, healthy source of food. Having access to healthy fresh food is a determinant of health, and healthier people are more able to contribute to the community. This investment in social capital creates more resilient communities.

A community garden on parkland can provide a great source of recreation while maintaining the existing park uses. A typical garden takes up less than 0.5 acre, and an average neighbourhood park is 5 to 8 acres in size.

## **2. AGRICULTURE AND FOOD SYSTEMS:**

Recognizing that community gardens are a valuable component of the sustainability of the local food system, the partner municipalities and electoral areas of the Regional District have started to incorporate food system planning into their community planning documents.

Elected Officials within the Regional District of North Okanagan emphasized several agricultural policy directions resulting from the public input process during Phase 1 of the Regional Growth Strategy; these included:

- *Collaboration and coordination by various levels of government on developing supportive local agricultural policies, incentives and infrastructure funding opportunities;*
- *The development of a viable, sustainable and profitable agricultural sector will require diversification, value added production and local distribution; and*
- *Greater involvement by citizens in the regional food system.*

Consequently, the Regional Board adopted the Regional Growth Strategy Revised Vision Statement in its June 17th, 2009 Regular Meeting, which advocates the protection of agricultural lands and the support and encouragement of a sustainable regional food system.

## **3. ENCOURAGING ENVIRONMENTAL SUSTAINABILITY:**

Community gardens can help to promote recycling. In keeping with the sustainable philosophy of community gardens, every effort will be made to ensure gardens use reclaimed or reusable materials. Soil mixtures will be generated locally from composed RDNO-Gro, household garden food waste through on-site composters, cured manure generated from local farms, and leaves from the curbside program. The gardens will be pesticide-free and will avoid using chemical fertilizers. Watering systems will emphasize conservation.

Additionally, a survey among gardeners of the existing community garden on Shantz Road revealed that they would like to see more gardens in more neighbourhoods where they have the option to walk, cycle, or use transit, which would further reduce the community "carbon footprint". Through sustainable and environmentally friendly practices, community gardens will help to divert materials from the waste stream and demonstrate more sustainable practices to the community.

#### **4. COMMUNITY GARDENS IN GREATER VERNON:**

##### **a. Community Garden Committees**

Each new community garden development is dependent on the establishment of a committee or host organization. Before a new garden committee or organization is eligible to start a new community garden in the public system, they must first demonstrate that there is commitment to running the garden, and they must complete and submit an application to the Regional District. The commitment to run the garden must be for a minimum of three years and the application package would include letters of commitment from each member of the committee, letters of support from neighbourhood citizens, businesses or other stakeholders, a garden site plan, a start-up budget and property owner letter of consent to lease, if on private land.

The committee is responsible for all garden care and maintenance, and for naming a Garden Representative. The Garden Representative is responsible for all garden administration, and acts as a liaison to the Regional District. The Garden Representative also acts as the contact for individual gardeners, and is responsible for resolving all conflicts between gardeners.

##### **b. Care and Maintenance of Community Gardens**

Each new community garden development requires that an agreement be signed by each participating gardener; the terms of which requires that the gardens will maintain the standard of neatness and care outlined in the agreement (see Attachment B). Should a garden become non-compliant, notice is given to the Garden Representative and the garden is returned to its original condition at the cost of the garden committee if the garden is not brought up to compliance in the time allowed.

Garden fees are collected from each gardener annually, and cover the costs of water and any garden incidentals. The fees are administered through the Food Action Society of North Okanagan.

##### **c. Existing Community Gardens**

Community interest in community gardens has grown, and there are now two community gardens open to the public in the Greater Vernon area:

###### **i. Greater Vernon Community / School Garden Pilot Project**

This garden, located in Electoral Area C, was established in partnership with the Regional District of North Okanagan – Parks, Recreation and Culture, in February of 2008. This is a private property (4 acres) and the lease was negotiated with RDNO and the property owner for a period of three (3) years, with renewable potential. This was in exchange for a charitable tax receipt issued by RDNO for the lease value of the property. There is a fee collected through the Recreation Centre, which varies from \$30 to \$45 based on garden plot size. RDNO Parks, Recreation and Culture has also assisted with maintenance of the site: mowing the grassy non-gardened buffer area, providing woodchips for pathways from the curbside program, a portable toilet, and RDNO Gro composed and screened yard waste.

Forty-two allotments exist on the site, and there is a waiting list for this garden.

## **ii. Pleasant Valley Community Square Foot Garden**

This garden, located at the Pleasant Valley Church of God, was developed in the spring of 2009. The church was interested in offering some of its property for community food production, so the Silver Star Rotary funded and supported the idea of developing the site as a community garden. To date, the Regional District has supported this site by accommodating the garden registration at the Recreation Centre, and providing a portable toilet at a reduced cost.

## **d. Future Support for Community Gardens**

Due to the community interest in the existing community gardens, and an increased awareness of their value, the Food Action Society of the North Okanagan was awarded funding from the Community Grants program of City of Vernon for a project that would streamline the process for community garden development in 2010. This project will encourage collaboration with community partners to secure new sites, and develop a community garden network that is supported and maintained to a standard of best practices, based on the pilot garden on Shantz Road and other community models.

Moving forward the Regional District could, upon direction from the Regional Board, support the development of community gardens through policy statements and procedures developed using principles and experience gained through the pilot garden on Shantz Road (see Attachment A).

## **5. SIMILAR INITIATIVES**

There are communities throughout BC that have established successful community garden programs. A couple of the local communities that are supporting community gardens are:

### **a. Central Okanagan Community Gardens**

The City of Kelowna is in support of the concept of community gardens. Central Okanagan Community Gardens, a non-profit society, operates four gardens located throughout the Central Okanagan area, one of which was built in partnership with the Regional District of Central Okanagan and another that was funded by the City of Kelowna. Each site offers access to irrigation water, compost bins, tools and information provided through the revenue from the garden fees. The irrigation water is provided to the gardens at a subsidized rate.

### **b. City of Salmon Arm**

Recently, the City of Salmon Arm has put together a plan for the development of Blackburne Park, which includes a community garden on site.

**COMMITTEE POLICY:**

**Greater Vernon Parks and Recreation Master Plan, 2004**

The Greater Vernon Parks and Recreation Master Plan, 2004, acknowledges the potential role of the Regional District in supporting community gardens:

*“There are many other facilities that can be located in parks. The following are some potential park facilities, especially as the population grows: community gardens in the urban areas to serve those living in apartments or condominiums...”*

**INTERAGENCY CONSULTATION:**

Recently, interest has been expressed by community members for a community garden at the West Vernon Elementary site. The Food Action Society of the North Okanagan put forward a request to the School Board for approval to lease a portion of the property on the West Vernon Elementary site for the development of a community garden. The School Board has approved, in principal, a community garden on the West Vernon Elementary site. The approval of this garden would be contingent upon a site plan that had minimal impact on current site use.

**RESOURCE IMPLICATIONS:**

**Financial Support for Community Garden Maintenance**

|                                                                                                                                                                                                              |                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>Annual Site Maintenance Cost Per Garden</b> <ul style="list-style-type: none"><li>• mowing around non-gardened areas</li><li>• general site upkeep (non-gardened areas)</li><li>• trash removal</li></ul> | <b>\$1,500.00</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|

Site maintenance, as shown above, is already being done on parkland. This cost would only become an additional expense in a case where a garden is developed on private land, which is leased for the purpose of community gardening.

|                                     |                  |
|-------------------------------------|------------------|
| <b>Annual Garden Start-Up Grant</b> | <b>\$2500.00</b> |
|-------------------------------------|------------------|

An annual start-up grant, up to a maximum of \$2500.00, would be made available and would be accessed through an application process by neighbourhoods or community associations to support the development of a community garden. The grant would be used to cover the costs of a small garden shed, the garden boxes, soil, or watering equipment.

## **In-Kind Support for Community Garden Development**

In-kind support for community gardens may include:

- Tenure on public land where a community garden has community support and has been approved by the Regional District.
- Registration and fee collection through the Greater Vernon Recreation Centre.
- Water utility for gardens on public land, where water access already exists.
- Provision of a trash receptacle.
- Assistance with promotion through websites and inclusion Leisure Guide advertisement.
- Meeting space for orientations for new gardeners.
- Regulation signage, if requested.
- Portable toilets on sites without access to washroom facilities.

In addition to the above, in-kind support for community gardens on private land may include:

- Administration to negotiate leases on privately owned land, should they be required.
- Water utility at a subsidized rate.
- Administration of charitable receipt issuance to land donors.

### **HISTORY:**

#### **January 24th, 2008** – Greater Vernon Services Committee, Regular Meeting

Upon receipt of a proposal submitted by the North Okanagan Food Action Coalition and Partners, the committee adopted the following resolution:

- “That the Committee support charging the Community / School Garden Pilot project agricultural water rates.”
- “That the Committee direct staff to proceed with development of a lease agreement with the owner and begin administrative planning.”

#### **June 17th, 2009** – Regional Board, Regular Meeting

The Regional Board of North Okanagan adopted the following resolution:

*“That as recommended by the Regional Growth Management Advisory Committee, the Regional Growth Strategy Revised Vision Statement dated April 23, 2009 BE ADOPTED.*

One of the vision statements is:

*Agricultural lands are protected and a sustainable regional food system is supported and encouraged;*

**ATTACHMENTS:**

Attachment A: Proposed policy: Community Gardens in Greater Vernon.

Attachment B: Gardener Use Agreement

Respectfully Submitted,

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Tannis Nelson,

Community Development Coordinator

Respectfully Submitted,

Approved for Agenda:

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Al McNiven, General Manager

Parks, Recreation & Culture

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Greg Betts, Administrator

**REGIONAL DISTRICT OF NORTH OKANAGAN****POLICY NO. [Number]**

|                                                   |  |
|---------------------------------------------------|--|
| <b>Title: Community Gardens in Greater Vernon</b> |  |
| <b>Approval Date:</b>                             |  |
| <b>Amendment Date(s):</b>                         |  |

**PURPOSE**

Recognize that community gardening is a valuable recreation activity that can contribute to food security, community development, environmental awareness, positive social interaction and community education, and outline how the Regional District will encourage community gardening.

**DEFINITIONS**

In this policy, “community garden” is defined as a garden containing allotment style gardens that are available to members of the community. The gardens may be located on publicly owned parks, publicly leased land or on private lands that are donated or leased for the purpose of community gardening. Activities may include:

- Production of food for personal use (or for donation) by the participants.
- Demonstration gardening or other instructional programming.

**POLICY STATEMENTS**

1. Community gardening is recognized as a valuable recreation activity that can contribute to community development, environmental awareness, positive social interaction and community education.
2. The Regional District of North Okanagan will collaborate with interested groups in assisting the development of community gardens.

## **PROCEDURES**

The Regional District will support the development of community gardens in Greater Vernon through the following means:

- Consider the need for community gardens during the acquisition or development of park land; especially in areas of high-density housing.
- Provide tenure on public land for a minimum of three (3) years (or longer as long as user ship is maintained), where a community garden is supported and has been approved by the Regional District.
- Negotiate leases for privately owned land, should they be required.
- Issue charitable tax donation receipts, should it be requested by a land donor.
- Provide in-kind support, where feasible.
- Make available an annual Community Garden Start-up Grant, to a maximum of \$2500, which can be accessed through an application process, by community or neighbourhood associations interested in developing a community garden.

## **Conditions of Use**

The following conditions will apply to community gardens on parkland and community gardens on privately owned property that is leased by the Regional District for the purpose of community gardening:

- The garden is developed at no cost to the Regional District, other than the Community Garden Start-up Grant Program, and in-kind support outlined in the previous section.
- A community consultation process indicates neighbourhood support for the garden.
- A garden site plan will be drawn up and approved by the General Manager of Parks, Recreation and Culture. The plan must include the layout of the plots and indicate any proposed structures or fences.
- A community group agrees to develop and operate the gardens according to a users agreement which will specify the term of use, management responsibilities, user fees and access procedures including the following specific terms:

- a. "The standard term of the user agreement will be three (3) years with an option to renew. The Regional District may consider the granting of multiple terms in exceptional circumstances.
- b. Allotments of space must be filled from a waiting list on a first come first served basis.
- c. While community gardens are a neighbourhood initiative, membership in the committee or organization, and the opportunity to be allotted a plot, must be open to any resident of Greater Vernon.
- d. A list of site regulations is to be developed and signed by each participant as an indication of their compliance.
- e. No pesticides or chemical fertilizers are to be used.
- f. Agreement to sign a waiver to "hold harmless" the property owners from any liability.
- g. The committee or organization must adhere to maintenance standards set by the Regional District and the site can be revoked for non-compliance.
- h. No barriers to general public access to the site can be erected.
- i. Garden practices shall comply with all district and municipal policies and bylaws.



**Regional District of North Okanagan  
East Hill Community Garden  
900 Shantz Road  
Registration Form / Use Permit**

**Attachment B**

Is this agreement with an individual, family, group or organization? \_\_\_\_\_  
 Name of organization or group \_\_\_\_\_  
 Name of primary allotment holder (print) \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Mailing Address \_\_\_\_\_ Postal Code \_\_\_\_\_

**Individuals**

Will you be sharing this allotment with another adult who is *not* registered? If so, please provide contact information.  
 Name \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_

**Families, groups, individuals and organizations**

Number of additional persons anticipated to be gardening/helping at your site: \_\_\_\_\_  
 Name \_\_\_\_\_ Adult \_\_\_\_\_ Youth or Child \_\_\_\_\_  
 Name \_\_\_\_\_ Adult \_\_\_\_\_ Youth or Child \_\_\_\_\_  
 Name \_\_\_\_\_ Adult \_\_\_\_\_ Youth or Child \_\_\_\_\_  
 Name \_\_\_\_\_ Adult \_\_\_\_\_ Youth or Child \_\_\_\_\_

**Schools**

|                    |              |             |
|--------------------|--------------|-------------|
| Teacher Name _____ | Email: _____ | Grade _____ |
| Teacher Name _____ | Email: _____ | Grade _____ |
| Teacher Name _____ | Email: _____ | Grade _____ |
| Teacher Name _____ | Email: _____ | Grade _____ |

**IMPORTANT \* Please ensure that all adults participating have read and understand the terms of this agreement. Thank you!**

**Size of allotment requested:**

**Small (5'x20')** \$20 \_\_\_\_\_ **Medium (10'x20')** \$30 \_\_\_\_\_ **Large (20'x20')** \$40 \_\_\_\_\_  
*These dimensions are approximate. Configurations may vary..*

**For office use**  
 Allotment id number \_\_\_\_\_ Date Received \_\_\_\_\_ Notes: \_\_\_\_\_

The District hereby grants to the User a permit to use the assigned plot in the Community Garden for the consideration and subject to the terms, covenants and conditions herein contained in this document:

**Section 1 - Definitions and Interpretation**

- 1.1 In this agreement and every Schedule hereto:  
**"City"** means the Corporation and the City of Vernon.  
**"Coldstream"** means the District of Coldstream.  
**"Facilities"** means the space allocated in the Community Garden located at 900 Shantz Road, Vernon, BC.  
**"Manager"** means person as the Regional District may employ from time to time as its Manager.  
**"GVSC"** means Greater Vernon Services Committee, being a Committee of the Regional District of North Okanagan.  
**"Permit"** means the permit hereby granted by the District to the User.  
**"Property"** means that part of the property legally described as Lot 1, Plan 16553 (900 Shantz Road, Vernon BC) as shown on the attached sketch.  
**"User"** means all identified on this permit who use the Community Garden during the term of this permit and persons invited onto the property by the User.

**Section 2 - Term of Permit - Fees and Term**

- 2.1 The Permit hereby granted to the User to use the Facilities is for the term of April to October 31<sup>st</sup>.  
 2.2 In consideration of the grant of this Permit to the User, the User shall pay to the District, Fees in the amount of \$20, \$30, or \$40 upon registration for a garden plot  
 2.3 Your fee will provide you with:

- An allotment in the size you have indicated (April - October)
- Access to water
- Access to composting
- A facility to store some tools

- 2.4 You will need to supply:
- Seeds
  - Tools (may be some available for shared use)
  - A hose (may be some available for shared use)
  - Volunteer labour (12 hours) or its equivalent
  - Soil amendments over and above that which is donated
  - Any other permitted garden implements

- 2.5 The District shall be entitled to cancel this Permit at any time with impunity and in the discretion of the District. Wherever reasonably possible, the District will give reasonable notice of cancellation to the user. Whether or not reasonable notice of cancellation is given by the District, the District shall not be liable to the User for cancellation of this Permit whether for payment of damages, compensation or otherwise, and there shall be no refund of money to the User.

### Section 3 - User's General Obligations

- 3.1 The User shall:
- a. Ensure that the Community Garden are used only for those purposes of a garden plot;
  - b. Ensure that all individuals invited to the Community Garden by the User comply with all Rules and Regulations governing the use of the Community Garden published by the District from time to time;
  - c. Ensure that the Community Garden is left in at least as good a condition as that in which they were found at the commencement of the use of the Community Garden by the User;
  - d. Report or cause to be reported all damage to the Community Garden or any part thereof to the Garden Manager promptly after such damage has occurred;
  - e. Be responsible for all damage to the Community Garden occurring during the use thereof by the User, whether caused by User or by others, and the User shall promptly reimburse the District for all costs and expenses incurred by the District in repairing or replacing such damaged facilities, such reimbursement to be made within fourteen (14) days after receipt by the User of the District's bill for such costs and expenses.
  - f. Leave the Community Garden in a neat, clean and tidy condition following each occasion of the use by the User or persons using the Community Garden with the authority or consent of the User (express or implied) including the removal of all garbage and refuse from the Community Garden and placing the same in receptacles designated for garbage and refuse in or about the Community Garden or removal of such garbage or refuse from the Community Garden altogether for lawful disposal by the User

**3.2 As a registered community gardener, I agree to adhere to the guidelines below:**

- 1) **IMPORTANT** I agree to register for and attend a gardener orientation meeting at the start of each season.
- 2) I agree to volunteer 12 hours towards the spring site preparation and fall clean-up and general maintenance of the site.
- 3) I agree that the garden is primarily for vegetable growing, however, I am welcome to include flowers.
- 4) I understand that I must supply my own seeds, soil amendments (above what will be donated), tools, edging or other garden implements.
- 5) I understand that my allotment will be tilled for the first year of use, but thereafter I am responsible for its maintenance.
- 6) I agree to have something planted in the garden by June 1<sup>st</sup> and keep it planted all summer long.
- 7) I agree to keep weeds in and about my allotment from going to seed and maintain the pathways surrounding my plot.
- 8) I understand that should my allotment become unkept, I will be given notice to clean it up. After that time, it will be re-assigned or tilled up.
- 9) I will help with the maintenance of the non-garden areas and sign up for volunteer duties and/or attend workbees.
- 10) I will not plant tall crops where they can shade a neighbouring plot.
- 11) I will not use any commercial chemical pesticides (herbicides, insecticides) or chemical fertilizers on my garden.
- 12) I will monitor, report, and address any pest infestations immediately using non-toxic alternative pest control.
- 13) I will pick only my crops, unless permission is granted by the plot user.
- 14) I will not plant invasive species in the garden or surrounding area.
- 15) I will not bring pets to the garden.
- 16) I will be responsible for the supervision of any children or youth that I bring to the garden.
- 17) I understand that the sole activity to be undertaken at the site is vegetable gardening. Any other activities must receive prior permission from the Garden Coordinator.
- 18) I understand that I must respect the privacy of the property owner and limit my activities to the designated garden area.
- 19) I will make efforts to keep noise to a minimum, including musical devices.
- 20) I will use only my own tools and supplies with the exception of tools marked and provided for shared use.
- 21) I will report any concerns, conflicts, or issues to the Garden Coordinator.
- 22) I agree to adhere to the watering schedule and methods determined by the Garden Committee.
- 23) I will use the compost bin for depositing garden waste generated on-site and follow the directions for disposal of seedy weeds and other materials
- 24) I agree to adhere to the hours of operation from approximately dawn to dusk (not before 6am). I will not remain on the site after dark.
- 25) I agree to adhere to the designated parking areas and follow the directions for loading/unloading zones.
- 26) I agree to have my plot winterized (debris cleared) before Nov 1<sup>st</sup>

- 27) I will notify the garden coordinator by October 31<sup>st</sup> if I plan to return to the same plot the following spring (dates may be subject to change).
- 28) I understand that there is NO SMOKING in the garden area (minimum 30 metre setback)
- 29) I understand that failure to adhere to any part of this gardener agreement will be grounds for forfeiting the continued use of my allotment.

**From time to time pictures may be used for newsletters for publicity purposes:**

- 30) I agree to allow the use of any photos for publicity purposes.
- 31) I agree to share my contact information with fellow gardeners.

- 3.3 The User shall not;
  - a. Assign this Permit or any rights of the User hereunder, in whole or in part, to any other group, organization, corporation or society;
  - b. Do suffer or permit to be done any act or thing in or about the Community Garden which, if done, constitute a private or public nuisance or which would unreasonably interfere with the use and enjoyment by other users, owners or occupants of other facilities or lands in the vicinity of the Community Garden
- 3.4 The User shall not cause or permit any liquor, beer, alcoholic beverages, or illegal drugs of any kind to be brought on or into the Community Garden or dispensed or consumed on or in the Community Garden at any time.

**Section 4 - Indemnity**

- 4.1 The User agrees that the User will indemnify and save harmless the City, Coldstream, the District, and the property owner, and their respective officers, employees, servants, agents, successors and assigns from and against any and all claims whatsoever including all damage, liability, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with the granting of this Permit and the use of the Community Garden, save that the User will be under no obligation to indemnify and save harmless the City, Coldstream, the District, and the property owner against or in respect of any damages or judgment rendered against the City, Coldstream, the District, or property owner resulting from or arising out of any negligence of fault on the part of the City, Coldstream, the District, or property owner in connection with the maintenance or condition of the Community Garden to the extent that such damage, loss, or injury was caused or occasioned by the sole negligence of the City, Coldstream, the District, or the property owner.
- 4.2 The aforesaid indemnity shall survive the expiration of the term of this Permit or earlier termination thereof.

**Section 5 - Notice**

- 5.1 Any notice required or permitted to be given by the District hereunder the User may be delivered to the User or may be mailed by ordinary mail from a post office in Vernon, British Columbia addressed to the User at the address first herein given for the User. Any notice mailed as aforesaid shall be deemed to have been received by the User on the third (3<sup>rd</sup>) business day (Saturdays, Sundays and Statutory Holidays excluded) following the date of posting unless the Canadian Postal Service in Vernon or Vancouver, British Columbia is interrupted by strike or lockout, in which case any such notice to be effective must be delivered as aforesaid or mailed again when the Canadian Postal Service in Vernon and Vancouver, British Columbia, is restored.
- 5.2 Any notice required or permitted to be given by the User to the District shall be given in writing and shall be delivered to the Director of Parks, Recreation and Culture at 3<sup>rd</sup> Fl, 3105 - 33<sup>rd</sup> Street, Vernon, BC V1T 9P7.

**Section 6 - General Provisions**

- 6.1 The User acknowledges having had an opportunity to inspect the Community Garden, and the User acknowledges and agrees that at the commencement of the term of this Permit the Community Garden is undamaged, in a state of good repair and safe condition, and suitable for the purposes of the User.
- 6.2 The User acknowledges having carefully read this Agreement and every Schedule hereto and having understood the same prior to executing this Agreement on behalf of the User.
- 6.3 The User acknowledges having received a copy of this Agreement when executed by both the User and the District.

**EXECUTED BY** the User and the District at Vernon, British Columbia on the dates hereinafter specified.

**EXECUTED BY** the User by its authorized signatory this \_\_\_\_\_

**EXECUTED BY** the District this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_

day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Name of User (Please Print) by it authorized signatory:

\_\_\_\_\_

\_\_\_\_\_  
(Signature of User)

Executed by the District by its authorized signatory:

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of Manager)