



Regional District of North Okanagan
 West Vernon Community Garden
 3602-30th Ave., Vernon

Allotment No.(s) _____

Date Received _____

Registration Form / Use Permit

Name of primary allotment holder (print) _____

Phone: _____ Mobile Phone: _____

Email Address: _____

Mailing Address: _____ Postal Code: _____

Name or Group or Organization if applicable: _____

Please list any *other individuals expected to be involved in your gardening:

| Name | Phone | Email |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Teachers, please list the number and age of students involved and the names of any other adults/students who may be helping at the garden outside of classroom visits: ie over the summer.
No. Students _____ **Grades or ages** _____
Names of helpers: _____

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

Number of (4' x 8') beds requested @ \$15 each: _____ Allotment #(s) _____ TOTAL _____

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 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 31st.
- 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 \$15 per allotment upon registration.
- 2.3 The fee will provide the user with an allotment in the size indicated (April - October) and access to water according to the irrigation dates established.
- 2.4 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 Obligations

- 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 general operation and maintenance of the garden in addition to the time spent managing my own garden.
- 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 1st and keep it watered and maintained for the entire growing season.
- 7) I agree to keep weeds in and about my allotment from going to seed and trim and maintain the pathways surrounding my plot.
- 8) I will not plant tall crops or place trellises where they would shade a neighbouring plot or allow plants to grow over the pathways.
- 9) I will not use any chemical pesticides (herbicides, insecticides) or chemical fertilizers on my garden.
- 10) I will monitor, report, and address any pest infestations immediately using non-toxic alternative pest control.
- 11) I will pick only my crops, unless permission is granted by the plot user.
- 12) I will not plant invasive species in the garden or surrounding area (note this can include some herbs and flowers)

- 13) I will not bring pets to the garden.
- 14) I will be responsible for the supervision of any children, youth or guests that I bring to the garden and have ensured that anyone sharing my garden responsibilities is aware of the rules of use.
- 15) 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 Representative.
- 16) I understand that I must respect the privacy of the property owner and limit my activities to the designated garden area.
- 17) I will make efforts to keep noise to a minimum, including musical devices and avoid any such behaviour thought to be a nuisance.
- 18) I will use only my own tools and supplies with the exception of tools marked and provided for shared use and will put them away after use.
- 19) I will keep my garden area neat, and will not accumulate tools, waste, buckets, or other implements that may obstruct or detract from the garden esthetics.
- 20) I will treat my fellow gardeners with courtesy and respect.
- 21) I will report any concerns, conflicts, or damage promptly to the Garden Representative.
- 22) I agree to adhere to the watering schedule and methods determined by the Garden Committee and will take responsibility for watering my own crops, and/or prearrange a reciprocal agreement with a fellow gardener or with a personal acquaintance if I am away.
- 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. 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 1st.
- 27) I will notify the garden coordinator by **October 15th** 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 and alcoholic beverages or illegal drugs are not permitted to be brought to, consumed, or dispensed at the Community Garden at any time.
- 29) I understand that I may not transfer or assign my allotment to any other persons or group without prior consent and approval of the Garden Representative.
- 30) I understand that use of any garden equipment or tools, both motorized and non-motorized comes at my own risk.
- 31) I agree to allow the use of any photos for publicity purposes.
- 32) I agree to share my contact information with my fellow gardeners
- 33) I understand that failure to adhere to any part of this gardener/user agreement will be grounds for forfeiting the continued use of my allotment.

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 (3rd) 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 3rd Fl, 3105 - 33rd 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 its authorized signatory:

(Signature of User)

Executed by the District by its authorized signatory:

(Signature of Witness)

(Signature of Manager)