

**LOUISVILLE METRO HOUSING AUTHORITY/ ST. PETER CLAVER COMMUNITY GARDEN
USE AGREEMENT 2020**

This Community Garden Use Agreement (Agreement) outlines the rights and responsibilities of participants in the St. Peter Claver Community Garden Program (Gardeners). ***Gardeners who do not comply with this Agreement at all times in the Community Garden may be removed from the Garden and may be subject to permanent eviction from the plot.*** An evicted Gardener will forfeit all rights to continued or future use of the Community Garden, and the Louisville Metro Housing Authority (LMHA) will not reimburse Gardener for any gardening expenses, including but not limited to the plot fee.

2020 Plot Fees: \$6 for Sheppard Square residents
\$12 for non-residents

1. Gardener's Rights:

- a. LMHA shall not interfere with Gardener's rightful use of the Garden.
- b. Gardener may terminate this Agreement and relinquish the plot at any time by notifying LMHA or the garden manager. Gardener is responsible for removing any plants, weeds, fencing, garden stakes, netting trellises, etc., installed on the property and clear it of all gardening residues before termination is final.

2. Gardener's Responsibilities:

- a. Gardener shall prepare site, cultivate and begin planting or maintaining within (60) days of execution of this agreement. The land shall be used by Gardener for the sole purpose of cultivating and planting a garden or maintaining a green space. Gardener shall accept the assigned plot(s) in its condition as of the time it is made available to Gardener. Gardener shall be solely responsible for maintenance of the plot(s) and prevention of nuisances during the term of this Agreement.
- b. Gardener shall keep the plot(s) under cultivation. **Gardener shall notify LMHA or garden manager** if Gardener is no longer able to maintain the plot(s), will be absent for a long period of time (i.e. vacation, medical reasons, etc.) or has arranged for another person to temporarily tend the plot(s).
- c. **Gardener shall keep the plot(s) weed and pest free.** In cases where a plot has not been planted, weeds have become a nuisance or a plot does not meet other requirements of this Agreement, LMHA shall notify Gardener by mail. Failure to correct the condition within fourteen (14) days of the mailed notice's postmark date shall result in **automatic forfeit of the plot(s)** for, at a minimum, the remainder of the calendar year. A Gardener who has forfeited a plot may be denied a plot(s) in the future at the sole discretion of LMHA.
- d. Gardener shall not sell crops in the Garden or on the premises.
- e. Gardener shall maintain walkways adjacent to their individual plot(s) and shall help maintain the entire Garden area.
- f. Gardener shall be considerate of fellow gardeners and the neighboring community. Gardener shall level the plot(s) at the edges so that soil does not wash off onto other plots, walkways in the Garden, sidewalks, roadways, streets or sewers. Gardener shall not let weeds or plants creep into a neighbor's plot and shall not spray on windy days (see attached *Community Garden Organic Guidelines*). Gardener shall not plant sprawling or tall crops that might cause a hazard or nuisance or that may interfere with another plot in the Garden. Gardener shall abide by any special planting requirements and/or limitations on the construction of structures (see the following Section h.) as required by LMHA.
- g. Gardener may install structures, including but not limited to trellises, fences, high or low tunnels, in and around the plot(s) in accordance with the terms of this Agreement, including fences, after consulting with LMHA about the placement and design of the structure(s). Structures shall be kept neat and in good repair.
- h. Gardener shall conserve the use of water. Gardener shall use mulch with leaves, grass clippings or straw to reduce water evaporation. Unattended watering is not permitted. Gardener shall notify the garden manager of any leaks in the water line and shall ensure all faucets are off when leaving the garden.
- i. Gardener shall clean all tools before returning them to the tool shed. Gardener shall close the shed door and lock it before exiting the garden. Please ensure that the combination padlock on the gate into the garden is either locked while you are working in the garden or that you carry it around with you and return it to the gate and lock it upon leaving.
- j. Gardener shall watch small children or pets they bring into the Garden to ensure no Garden plot is trampled and no fellow gardener's produce is picked. Gardeners shall keep pets on a leash at all times in accordance with the Louisville Metro Code of Ordinances.

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- k. Gardener shall notify garden manager if vandalism or theft occurs. Gardener shall not harvest other gardener's produce without permission, or harvest from orchard trees or brambles until notice is given from LMHA on availability and quantities. Theft of any kind will result in loss of plot.
- l. In any case, and all of the above notwithstanding, Gardener at all times shall comply strictly with the attached Community Garden Organic Guidelines receipt of which Gardener hereby acknowledges.

3. LMHA's Responsibilities:

- a. LMHA shall receive applications for Community Gardens and shall keep records of Garden assignments.
- b. LMHA shall mail Gardener Identification Sheet as confirmation of plot(s) assignment.
- c. LMHA shall inspect all Garden plots to ensure compliance with the terms of this Agreement.
- d. LMHA shall notify the Gardener of any special planting requirements or limitations on the installation or construction of structures including but not limited to fences that are necessary based on the location of the plot(s) in the Garden.
- e. LMHA shall notify Gardeners once fruit from orchard trees and brambles is ready for picking and what quantities are available.
- f. LMHA may terminate this Agreement immediately if Gardener violates the terms of this Agreement or abandons plot(s). LMHA shall notify Gardener in the event of termination.

4. Indemnification, Hold Harmless, and Waiver:

- a. In consideration of being permitted to participate in the St. Peter Claver Community Garden Project, the undersigned Gardener(s) shall indemnify, hold harmless, and defend Louisville Metro Housing Authority, its elected and appointed officials, employees, agents, and successors in interest, from any and all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting, directly or indirectly, from the Gardener[s]' performance or breach of this Agreement and/or use of the St. Peter Claver Community Garden.
- b. In consideration of being permitted to participate in the St. Peter Claver Community Garden Project, the undersigned Gardener[s], hereby release, waive, and discharge the Louisville Metro Housing Authority, its elected and appointed officials, employees, agents, and successors in interest, from liability from any and all claims of personal injury, illness (including death), and/or property loss arising from, but not limited to, the Gardener[s]' participation in the St. Peter Claver Community Garden Program.

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I have read, understand and agree to abide by this Community Garden Use Agreement, including the Indemnification, Hold Harmless, and Waiver above.

Plot #(s) _____ Amount Due: _____ (Financial assistance available to applicants who qualify)

Primary Gardener

Name (print): _____ Signature: _____ Date: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Email: _____ Phone (Home): (____) _____ Work (____) _____

Group/Organization (if applicable) _____

Secondary Gardener

Name (print): _____ Signature: _____ Date: _____

Email: _____ Phone (Home): (____) _____ Work (____) _____

Please inform LMHA of any changes to the information listed above. **LMHA must approve all changes of designated Primary Gardener and Secondary Gardener, including the addition or removal of Gardeners to this Agreement.**

Additional Information:

- **Submission of this document does not guarantee assignment of plot(s). Permission to enter Garden is restricted until confirmation of plot(s) assignment is received from LMHA**
- **In case of a serious emergency, immediately call 911 and then contact Kathleen O'Neil at (502) 779-0251**
- **LMHA will send Use Agreement renewals on an annual basis**

Checks/money order payable to: Louisville Metro Housing Authority

Mail to: Louisville Metro Housing Authority

Attention: Pam Bischoff

420 S. 8th Street

Louisville, KY 40203

FOR OFFICE USE ONLY:

STAFF SIGNATURE: _____ Amount Paid: _____ Date: _____

SURVEY QUESTION

I would be interested in attending a workshop on the following topic(s) during the 2020 SPC growing season:

____ Soil Testing and
Preparation

____ Tree Planting

____ Cooking – other

____ Organic Gardening –
Weed and Insect Management

____ Cold Crop Gardening

____ Other _____

____ Canning

____ I am available to conduct a workshop, please contact me