



COMMUNITY GARDEN PLOT RENTAL AGREEMENT

To rent one or more Community Garden plots, please submit the completed Community Garden Plot Rental Agreement and payment to the management team via tanyardsprings@abarisrealty.com, a FrontSteps work order or in-person at the clubhouse during regular weekday hours.

COMMUNITY GARDEN GROWING SEASON: (of same year)

Season Opening: March 15

Season Closing: October 31[approximate]

A. Definitions:

1. “Homeowner” is defined as a person(s) who is currently listed on the deed of the house.
2. “Resident” is defined as a person(s) who lives within Tanyard Springs, which includes Homeowners, Tenants, and their dependents.
3. “Tenant” is defined as a person(s) who have an active lease agreement, of six (6) months or more, with a homeowner, which is on record with management at Tanyard Springs.
4. “Guest” is defined as a person(s) of any age who does not reside within Tanyard Springs.
5. “Community Garden Area” is defined as the Garden Rental Plots or plants, garden shed, tools, furniture, fixtures, hydrants and faucets and/or surrounding area within the fenced Community Garden space.
6. “Garden Rental Plot” is defined as the 8ft x 8ft garden (64 square foot) plot in the Community Garden Area.
7. The Tanyard Springs Homeowners Association (hereinafter referred to as the “Association”) and the undersigned resident(s) (hereinafter referred to as the “agreement holder”), hereby agree to the following terms and conditions of the Tanyard Springs Community Garden Plot Rental Agreement.

B. Rental Options and Costs Associated:

1. The 8ft x 8ft garden (64 square foot) plot has an associated fee of \$50.00 per rental period.
2. Garden Rental Plot prices are subject to change, without prior notice, from season to season as determined by the Board of Directors.

C. Rules and Regulations:

1. The agreement holder hereby agrees to comply with all local, state, and county laws, statues, government regulations and/or ordinances. The agreement holder also agrees to abide by the rules and regulations of the Association for the use of the Community Garden Area, and the stipulations of this agreement. The Association possesses the right to modify the rules and regulations from time to time and shall have no liability to the agreement holder towards the enforcement or waiver of such rules and regulations. If, at any time, during the actual rental period the agreement holder’s plot(s) are discovered to be non-compliant with the Association Rules and Regulations, the agreement holder may be given notice and a fifteen (15) day remedy period. Upon expiration of the fifteen (15) day remedy period if no corrective action has been taken by the agreement holder then the Association reserves the right to reclaim the Garden Rental Plot from the agreement holder without refund and without further notice. Any costs incurred during this period for plot maintenance, plant clearing, soil conditioning and like tasks, may be charged against the original agreement holder.

- a. **Plot Usage** – Agreement holders must show evidence of planting or preparations for planting by June 15. Plots that show no evidence of use by the agreement holder may be declared non-compliant and subject to reclamation as previously described.
 - b. **Composting and Trash** – Agreement holders are responsible for removing their garden clippings weeds and trash from the Community Garden Area. Compost bins are reserved for use by the Community Garden Committee
 - c. **Gardening Structures** – Simple non-permanent structures such as small trellises up to four (4) feet in height, tomato cages, small plant identification signage, and gardening stakes are permitted. Non-permanent structures may not encroach on or block natural sunlight from other gardeners’ rental plots. Permanent structures are prohibited.
 - d. **Materials** – Agreement holders may use tools available in the shed, but may supply their own additional gardening equipment and supplies, including, but not limited to, the following: compost, mulch, gardening tools, seed, bulbs, plants and soil. The cost of water will subsidized by initiation and annual fees and provided by the Association. Small garden tools, potting soils, flower pots, gloves, weed preventer screen, tomato cages, stakes, and other small permissible gardening items may be stored in the shared garden utility shed.
 - e. **Mulching and Preventatives** – Organic mulching with compost, leaves, straw, peat moss, or organic non-dyed mulch is permitted and has several benefits which include, nutrients to the soils, and helps conserve water. Porous weed blockers may be used, but must be security fastened to the garden rental plot to avoid debris in the garden area on windy days. Non-biodegradable mulches are prohibited. Pesticide usage may only be considered, if used in strict compliance with federal, state, local and county laws, statutes and ordinances, and in accordance with the manufacturer’s directions.
 - f. **Shed Usage** – All personal property placed in the garden area, garden shed, or elsewhere upon the Association’s property shall be placed solely at the agreement holder’s or homeowner’s risk. Storage of fertilizers, non-gardening items, or large equipment in the garden utility shed or Community Garden Area is strictly prohibited.
2. The Board of Directors and its Managing Agents reserve the right to charge any cost derived from damage, intentional or unintentional, caused by the agreement holder and/or their guests, to the Community Garden Area, Garden Rental Plots, plants, community property, garden shed, tools, furniture, fixtures, and/or hydrants and faucets. Failure to properly clean and maintain stated items can result in the agreement holder being held liable for any and all additional charges or fees to fully repair or replace the damaged item(s), as deemed necessary by the Board of Directors and/or its Managing Agents.
 3. Watering Garden Rental Plots should take a maximum of ten (10) minutes per bed.
 4. It is the agreement holder’s responsibility to ensure all hydrants and faucets are turned off and the garden area pathways are cleared prior to exiting the area. Inform management immediately if a hydrant is consistently dripping or leaking water.
 5. Residents with established Garden Rental Plots may reserve their same plots from season to season by submitting their deposit in full for the next season and completing a Community Garden Plot Rental Agreement renewal prior to the start of the new season on March 15.
 6. For health reasons, animals of all types, are prohibited in the Community Garden Area, with the exception of service animals operating under the Americans with Disabilities Act.
 7. Smoking, chewing tobacco, and open flames are prohibited in the Community Garden Area at all times.
 8. Family and friends are permitted in the garden area as guests of the agreement holder. Guests must adhere to the same requirements as that of the agreement holder, including the Association’s Rules and Regulations as well as all federal, state and local laws, statutes and ordinances of the county. Children must be accompanied by an adult or guardian while in the Community Garden Area.
 9. Garden Rental Plots have been established with walking paths between them to provide easy

access for all gardeners. Pathways must be kept free of clutter as stored items, plant vine material, garden tools, chairs, benches, and/or items of like nature are not permitted. Items of this nature must be removed by the agreement holder upon exit of the Community Garden Area. Unattended items discovered in the pathways will be removed and discarded without warning or notice to the agreement holder.

10. The Community Garden Area is designed for planting, growing, and harvesting of florals, herbs, vegetables and fruit. Illegal plants, trees, grasses and/or restricted plants, which include, but are not limited to, plants on the federal, state and county restricted plants list, are strictly prohibited.
11. The agreement holder understands and agrees that the Tanyard Springs Community Garden Area is for the use of Tanyard Springs Homeowner Association Residents only. The agreement holder hereby acknowledges that this Community Garden Plot Rental Agreement cannot be assigned, gifted, borrowed, bartered, purchased or transferred to any other person, in any way at any time.

D. Refunds and Disputes:

1. The rental fee can be refunded, upon receipt of, notice by the agreement holder, stating their intention to cancel, only prior to, any planting and/or harvesting of plant materials.
2. The agreement holder agrees to clean and restore the garden rental plot to its pre-growing season conditions which includes removing all personal property at or before the designated end time for the reserved time period.
3. Disputes of the condition of any garden plots and/or the area between agreement holders will be left to the sole discretion of the Managing Agent and the Board of Directors to determine the responsible party and the costs of repair.

E. Termination of Agreement:

1. The agreement holder hereby agrees that the Community Garden Area will only be used for the purpose of planting, growing, and harvesting, as indicated on the agreement, and any other use of the Community Garden Area, contrary to the indicated purpose, may result in immediate forfeiture of the garden area plot(s) and any planting therein, paid by the agreement holder, along with the potential or further pending penalty action, as per the discretion of the Board of Directors and/or its Managing Agents.
2. The agreement holder understands and agrees that the Association and/or its Managing Agents, may terminate the rental period of the Garden Rental Plot, at any time, should plant materials, activities, or exhibited behaviors, which violate any local, state, and county laws, statutes, government regulations and/or ordinances, Rules and Regulations of the Association, and the Community Garden Area stipulations, as set forth in the agreement or actions which may be deemed contrary to the best interests of the Association. The Association of its managing agents may terminate the rental period of the Community Garden rental area, at any time, if such activities are deemed to put the Association and its property, or the agreement holder and/or related parties at risk. In addition to the immediate termination of the plot's rental period, the rental fee will be forfeited in full, with the potential of further pending penalty action, as per the discretion of the Board of Directors and/or its Managing Agents.

TANYARD SPRINGS HOMEOWNERS ASSOCIATION COMMUNITY GARDEN PLOT RENTAL FORM

Name: _____

Home Phone: _____

Homeowner Name: _____

Cell Phone: _____

(If not the plot renter listed above)

Address: _____

Email: _____

Location [Plot Number] of Plot[s] Requested [optional] _____

– if no specific plot[s] requested, location[s] will be assigned

Number of Plots Requested: 8x 8ft (64sqft) plots: _____
\$50.00 each

DISCLAIMER OF LIABILITY:

I understand that failure to comply with any or all of the rules outlined in the Community Garden Plot Rental Agreement may result in the immediate termination in use of the Garden Rental Plot and/or future agreements, and/or incur other fees or penalties being imposed by the Association, as may deemed appropriate.

I also agree to indemnify, defend and hold harmless, the Association, its Board of Directors, officers, agents, and representatives from any and all claims, liabilities, and expenses which may for any reason, arise from renting a Garden Rental Plot(s).

I hereby acknowledge that I have read and understand the above agreement holder's responsibilities.

Signature

Date

SECTION FOR MANAGEMENT COMPLETION:

Garden Rental Plot(s) Assigned to Agreement Holder: _____

Total Cost: \$ _____

Check Number: _____

Date: _____

Date of Refund Request: _____

Refunded Amount: \$ _____
(If different than Total Cost listed above)

Date of Refund Issued: _____