

MANDAN COMMUNITY GARDEN 2022 LEASE AGREEMENT

THIS LEASE is between **Mandan Community Gardens, L.L.C.**, hereafter **Lessor** and the **Lessee**, named on page 2 of this document.

Lessor agrees to lease to *Lessee*, Plot No. _____ of the Community Gardens on park district property located north of 7th Street SW and west of 8th Ave SW solely for the purpose of establishing and maintaining a garden. The size of the plot is *approximately 20'x20'*.

The lease payment shall be \$40.00 annually, payable upon execution of this Lease. *Lessee* shall also deposit the sum of \$25.00 with *Lessor*. If *Lessee* leaves the garden in the same condition as it was received at the end of the lease term, *Lessee* may request a \$25.00 refund of the deposit in writing.

The term of this lease shall be from April 1, 2022, through October 31, 2022.

The following rules and regulations shall be applicable to *Lessee's* use of the premises:

- I will have something planted in the garden by June 1 and keep it planted all summer long.
- If I must abandon my plot for any reason, I will notify the garden leadership
- I will keep weeds down and maintain the areas immediately surrounding my plot, if any.
- **If my plot becomes unkempt, I understand I will be given one week's notice to clean it up. At that time, it will be reassigned or tilled in. NO WARNINGS. NO EXCEPTIONS.**
- I will keep trash and litter cleaned up from the plot, as well as from adjacent pathways and fences.
- I will participate in the fall cleanup of the garden.
- I will plant tall crops where they will not shade neighboring plots.
- I will pick only my own crops unless given permission by another plot user.
- I will not use fertilizers, insecticides, or weed repellents that will in any way affect other plots.
- I agree to volunteer hours towards community garden efforts.
- I will not bring pets to the garden.
- I am allowed a maximum of 2 plots.
- I understand that neither the garden group nor owners of the land are responsible for my actions. I therefore agree to hold harmless the garden group and owners of the land for any liability, damage, loss or claim that occurs in connection with use of the garden by me or any of my guests.
- **I will not leave the garden unattended when the water is turned on.**

I understand that neither the Mandan Community Garden, L.L.C., nor the Mandan Park District are responsible for my actions.

I THEREFORE AGREE TO HOLD HARMLESS THE MANDAN COMMUNITY GARDEN, L.L.C., AND THE MANDAN PARK DISTRICT FOR ANY LIABILITY, DAMAGE, LOSS, OR CLAIM THAT OCCURS IN CONNECTION WITH USE OF THE GARDEN BY ME OR ANY OF MY GUESTS.

Dated this ____ day of _____, 2022.

Mandan Community Gardens, L.L.C., Lessor

By: _____
Administrator Lessee Signature

Print Name: _____

Address: _____

City/St/Zip: _____

Phone/Cell: _____

Email: _____

*******FOR OFFICE USE ONLY*******

____ Deposit Required ____ NO Deposit Required

Payment Amount: \$ _____ Payment Date: _____ Staff Initials: _____

Payment Type: cash check # _____ other: _____

END OF SEASON:

____ Deposit Refundable or Transferrable to Next Garden Season

Refund Amount: \$ _____

Date Refund Requested: _____

Date Refund Given: _____ By: _____

____ Deposit NOT Refundable - Reason: _____