

A Guide to Starting a Community Garden

► This start-up guide is intended to help groups and organizations initiate and sustain an urban community garden program.

Why start a community garden?

People living in cities look for ways to grow their own vegetables. Many want to save money on their grocery bills and/or desire the freshness and flavor associated with home grown produce. Some families choose to grow vegetables that are important cultural and dietary staples and not easily found in local grocery stores. In addition, gardening is a great way to exercise and enjoy the outdoors.

Community gardens bring neighbors and communities closer together and help to reduce crime, utilize vacant lots, create recreational green spaces, and conserve natural resources.

Steps to Establish a Community Garden

Step 1. Involve Neighbors & Friends

It takes dedication and hard work to start a new community garden. Begin with a group of dedicated people to make the gardening program successful. Five interested families or a comparable group are a baseline minimum to create and sustain a garden project. Survey the residents of your neighborhood, community or building to see if others are interested and willing to participate.

Once the group (committee) is formed, hold monthly community meetings, establish a social network on social media with other interested families or individuals to share ideas for your gardening group name and function, and to initiate plans and delegate responsibilities. Make sure stakeholders are involved in the planning process and keep everyone updated on the garden's progress.

Other key stakeholders to be involved are local elected officials that can connect the gardening group to vital city and/or county resources that are available to support public projects.

Step 2. Establish a Gardening Committee

A gardening committee is a way to formally organize your



Figure 1. Community gardens can be used to grow edible and ornamental crops. Source: Cheyenne Botanic Gardens 2017.

new group. A committee helps to make decisions and to effectively divide the work. It also ensures that everyone has a vested interest in the garden and will contribute to its design, development, and maintenance.

A committee can be formed any time during the process of starting a community garden; however, it is wise to do so sooner rather than later. Committee members can divide and conquer the many tasks of establishing the community garden; however, a proactive coordinator (community garden group chair) is important. The typical garden committee will engage in the following activities:

- Determine who will lead the entire project, including communicating with participating and potential group members.
- Discuss potential funding options and operating costs.
- Establish garden rules (Appendix A).
- Accept and review garden applications.
- Establish plot assignments.
- Collect garden dues (if applicable).
- Pay water bills.
- Resolve conflicts.

The typical garden committee has at least three officers: a president/chair (who acts as gardening coordinator), a

secretary, and a treasurer, although more officers may be needed. Elections for garden committee officers are usually held annually.

Step 3. Locate Suitable Land for the Garden

Look around your neighborhood for a vacant lot that gets at least 6-8 hours of sun each day. A garden site should be relatively flat, although slight slopes can be terraced. The land should be free of large pieces of concrete left behind from the possible demolition of structures. Any rubble or debris should be manageable enough for volunteers to handle using trash bags, wheelbarrows, pickup trucks, and other supplies or equipment. Ideally, it should have a fence around it with a gate wide enough for a vehicle to enter. It is possible to work with a site that is paved with concrete or asphalt by building raised beds that sit on the surface. The group can also remove the asphalt or concrete to create areas for gardens, but that will make the garden more expensive in time, labor, and other resources to start. *A site without paving and with soil that is mostly free of trash or debris is best.*

The potential garden site should be within walking distance, or a short drive for everyone that wants to participate. If the lot is not already being used, make sure the community supports establishing a garden there.

It is best to identify three potential sites in your neighborhood and if the landowner is unknown, write down their addresses or the nearest cross streets of the property. The probability that you will be able to start a community garden is higher if you begin with three potential sites in mind. If a site address is unknown, write down the addresses of the properties on both sides of the lot to make an educated guess of the site address.

Step 4. Identify the Landowner

It is illegal to use land without obtaining the owner's permission. To obtain permission, you must identify the landowner if unknown. Take the information written down about the location of the sites in Step 3 to your county tax assessor's office. Digital maps may be available (tax mapping department) that will allow you to identify and locate landowners.

If the landowner is known, request a meeting to discuss possible use or donation of the land to establish a community garden. Be sure to invite them to join the gardening group with the understanding that leadership has been identified for the first year.

Step 5. Check Water Source

While you research site ownership, contact the water service provider in your area to find out if the potential gardening site has an existing water meter. Call your water provider's customer service department and ask them to conduct a site assessment. They will need the site address or the same location information used when contacting the county tax assessor's office.

Existing access to water makes a critical difference in garden startup costs. Depending on the size of your garden site, you will need a 1/2-inch to 1-inch water meter. If water service was available at the site in the past, expect lower costs to install a new water meter. It may cost more, however, if no water service was available to install a new lateral line and a new water meter. If funding to support the garden is limited, the gardening committee may seek donations or sponsorship to help cover the cost of installing a new water line and meter.

Step 6. Contact the Landowner

Once you have identified a potential site, write a letter to the landowner asking for permission to use the property for a community garden. Be sure to mention to the landowner the value of the garden to the community and the fact that gardeners will keep the site clean and weed-free. This is a good negotiating point because the landowner is free of the responsibility to maintain the site or from possibly paying city weed abatement fees.

Establish a term for use of the site and prepare to negotiate a lease. Typically, groups lease garden sites from landowners for \$1 per year. Attempt to negotiate a lease for at least three years (or longer if the property owner is agreeable). Many landowners worry about their liability for injuries that might occur at the garden. Therefore, include a simple "hold harmless" waiver in the lease and in the gardener agreement forms. For more information on the lease, and the hold harmless waiver, see Step 8 (Sign a Lease).

In addition, be prepared to purchase liability insurance to further protect the property owner (and yourself) should an accident occur at the garden. For more information on the hold harmless waiver, and liability insurance, see Step 8 (Sign a Lease) and Step 9 (Obtain Liability Insurance).

Step 7. Get Soil Tested

Gardening experts recommend testing the soil at the

garden site for fertility, pH, and presence of heavy metals. Soil tests are important to ensure that your plants grow well. Be sure to indicate that you want a *total elements digest* when you submit your soil sample. A soil test kit can be obtained from the local county Extension office. Visit www.aces.edu/counties to find the nearest office.

Step 8. Sign a Lease

Landowners of potential garden sites might be concerned about their liability if someone is injured while working in the garden. The gardening group should be prepared to offer the landowner a lease with a “hold harmless” waiver. This “hold harmless” waiver can simply state that if a gardener is injured because of negligence on the part of another gardener, the landowner is “held harmless” and will not be sued. Each gardener should be aware of this waiver and should be required to sign an agreement to obtain a plot in the community garden. A sample community garden lease is available in Appendix B.

Step 9. Obtain Liability Insurance

Landowners may also require your group to purchase liability insurance. You can find information about liability insurance by searching the Internet for potential resources and businesses in your local area. You will be able to plan your garden after signing a lease and obtaining liability insurance.

Note: Be sure that your startup budget includes start-up costs, such as leasing space, liability insurance, etc.

Step 10. Plan the Garden

Community members should be involved in the planning, design, and set-up of the garden. Gardens organized by only 1-2 key members are less likely to be operational if these members get ill or move away.

Before the design process begins, measure your site, and make a simple site map to scale. Hold 2-3 garden design meetings at times when interested participants can attend. Make sure that group decisions are recorded in official minutes by the committee secretary, or that someone takes accurate notes. This ensures that decisions made can be communicated to others, and progress will not be slowed. A great way to generate ideas and visualize the design is to use simple drawings or photos cut from garden magazines or online publications representing the different garden

components--flower beds, compost bins, pathways, arbors, etc.--that can be moved around on the map as the group discusses layout. Garden design templates may also be available online.

Basic Elements of a Community Garden

Here are some recommendations from long-established and successful community gardeners:

- A minimum of 15 plots should be assigned to community members. Without plots for individual participation, it is difficult to achieve long-term community involvement. Raised bed plots, which are more expensive, should be no more than 4-feet wide to facilitate access to plants from the sides without stepping into the bed, and between 8 and 12 feet long. Construct raised beds in sizes from readily available lumber, or from wood that can be cut without much waste. In-ground plots typically range in size between 100- and 400-square feet. Pathways between beds and plots should be least 3 to 4 feet wide to allow space for wheelbarrows. The soil in both raised bed and in-ground plots should be amended with compost or aged manure to improve fertility and increase organic matter content. Ideally soil organic matter is between 4-5%.



Figure 2. In-ground vegetable production. Source Tyler Mason 2017.

- A simple irrigation system with one hose bib or faucet for every four plots is standard. Hand watering with a hose is also a practical and affordable method for individual plots (and it is almost a necessity when you start a garden from seed). Drip irrigation can be used in all areas of the garden for transplanted and established plants, but especially for deep-rooted fruit trees and ornamentals. If no one in the group is knowledgeable about irrigation, the committee might need some assistance in designing an irrigation

system. Contact a local home grounds agent (www.aces.edu/go/homegroundsagents) to help the group develop a basic layout and materials list.

- An 8-foot fence around the perimeter with a drive-through gate is ideal. This is a key element of success. Fencing will not eliminate all acts of vandalism or theft, but it will help to deter them.
- A locked tool shed or other structure for storing tools, supplies, and materials. Recycled metal shipping containers make excellent storage sheds and are nearly vandal-proof. Your local home improvement/garden box-stores should have a wide selection for community garden needs.
- Add a shaded or covered bench or picnic table where gardeners can sit and take a break. If there are no shade trees on the site, an arbor can be constructed from wood, plastic, or metal pipe. Consider planting fast growing climbing vines, such as chayote squash, bougainvillea, or muscadine. Alternatively, consider installing a small shade sail.
- Every community garden should have a durable, weatherproof sign with the garden's name, garden group or committee (if different), sponsors, and a phone number for more information. Be sure to include the appropriate language for bilingual communities.
- If space allows, add a shared composting area for the community gardeners. Wood pallets are easy to come-by and (when stood on-end, attached in a U-shape, and the inside covered with galvanized rabbit-wire) make excellent compost bins.

Additions to Consider for a Garden Plan

- A **small fruit tree orchard**, whose care and harvest can be shared by all the members. The orchard can also create shade for people as well as space for shade-loving plants.
- A **water fountain** such as a hose bib (or faucet) can be purchased at a hardware store.
- **Perimeter landscaping** that focuses on drought tolerant flowers and shrubs, plants to attract butterflies and hummingbirds, or roses and other flowers suitable for cutting bouquets. Herbs are also well-suited to perimeter landscaping and help to create barriers to unwanted pest insects who do not like the smell of their essential oils
- A **children's area** that includes special small plots for children, a sandbox, and play equipment.



Figure 3. Places to sit in garden facilitate community. Source Cheyenne Botanic Gardens 2017.

- A **meeting area**, which could range from a semi-circle of hay bales or tree stumps to a simple amphitheater built of recycled, broken concrete. Building a shade structure above would be beneficial as well.
- A **community bulletin board** where rules, meeting notices, and other important information can be posted.

Step 11. Create a Garden Budget

Use the group's design to develop a materials list and cost-out the project. The garden coordinator or treasurer will need to call-around and compare prices on fencing and other items. You might be surprised at the costs. A community garden with just the Basic Elements (listed above) typically costs between \$2,500 to \$5,000. At this point, the group might decide to scale back initial plans and save some design ideas for *phase two* of the garden.

Step 12. Attain Materials and Money

Some start-up funds will be needed through determination and hard work, but do not forget to seek out material or in-kind donations for the project. Community businesses might be willing to donate fencing, lumber, seeds etc. You will never know until you ask. Develop a letter that tells merchants about your project and why it is important to the community. Attach a *reasonable wish list*. Be sure to personalize the letter for each business you approach. Consider dropping it off personally with the store manager. Then follow-up by phone. Be polite, patient, and persistent. The group's efforts are likely to pay-off with some, but not all the businesses approached. Be sure to thank these key supporters and recognize them on the garden sign, at

the garden's grand opening, or in another special way. Keep in mind businesses are more likely to support projects that share their same values and/or are in or near communities they serve.

Money, which will be needed to purchase items not donated, can be obtained through community fundraisers such as plant sales, rummage sales, pancake breakfasts, and craft or bake sales. Funds can also be obtained by writing grants but know that they take time and expertise to write. In addition, it may be six months or longer before the group hears back from the funding agency. Many grant applications require that one has a fiscal sponsor or a tax-exempt 501(c)3 status, such as a church or non-profit organization that agrees to administer the garden funds.

Step 13. Ensure the Garden Infrastructure is in Place

If a gardening group has not been formed, this may be the time to do so. Be sure to establish garden rules, fees (if applicable), a garden application form, a garden wait list, and a bank account.

This is also the time to have monthly or quarterly meetings. Consider asking local or nearby [home grounds staff](#) from the Alabama Cooperative Extension System to present on a garden topic that interests the group. Topics such as starting plants from seed, fertilizing the garden, managing weeds, and planting the most delicious cultivars are a few suggested topics. Also, contact the city council person. He or she can be helpful in many ways such as obtaining trash pick-up services. Their staff can also help you with community organizing, so be sure to communicate with them early in the planning process using their preferred method.

Step 14. Begin Growing

Many new garden groups make the mistake of remaining in the planning, design, and fundraising stage for an extended period. There is a fine line between planning well and over planning. After several months of research, designing, planning, and outreach efforts, gardeners will wonder if their efforts produce a community garden program. Therefore, it is important to plant something on the site during the first season. People need to see tangible results, or they may lose interest in the project. Keep the momentum going by implementing the following steps after sufficient funding is confirmed to start the project, sign a lease, and obtain liability insurance.



Figure 4. Dense plantings reduce the amount of weeding. Source Tyler Mason 2017.

- **Clean up the Site** - Schedule community workdays to clean up the site. The number of workdays needed will depend on the size of the site, as well as the kind and volume of debris.
- **Install an Irrigation System** - Without water, vegetable quality and yields will dramatically suffer. It is important to get this key element into place as soon as possible. Installing the system provides opportunity for community involvement. More hands digging trenches and installing PVC pipe will help the process go smoothly.
- **Plant Something** - After obtaining water access, there are many options for in-garden action. Plan out beds and pathways by marking them with stakes and twine. Mulch the pathways. If fencing is unavailable or delayed, some people might still want to accept the risk of vandalism and get their plots started. Gardeners can also plant shade and fruit trees and begin to landscape the site. If the garden does not have the infrastructure to support perennials, trees, or vegetables, consider wildflower seeds because they grow quickly and can be replaced later.
- **Construct the Garden** - Continue to construct the garden as materials and funds become available.

Step 15. Celebrate Your Accomplishment

At this point, the garden idea and hard work have finally become a community garden. Be sure to take time to celebrate! Have a grand opening such as a barbecue or another fun event to commemorate the day. Be sure to recognize the businesses that donated resources. Invite existing gardeners, adjacent neighbors, local elected officials, and others that have supported or may support



Figure 5. Record your yields to track progress. Source Tyler Mason 2017.

the garden in the future. This is a great time to recognize those who gave donations with a special certificate, bouquet, or basket of goodies.

Step 16. Troubleshoot as Garden Develops

Community gardens experience setbacks during the planning process and conflict after their establishment. Try to remain positive and stay organized. The key to success for community gardens is preventing the problems you can anticipate and collaboratively resolve the ones you cannot. Here are some suggestions for the most common problems that arise in a community.

- **Vandalism** - Most gardens experience occasional vandalism. The best action to take is to replant immediately. Vandals typically become bored after a while and stop. Outreach and education in your community to youth and the garden's adjacent neighbors is very important. Try not to let a little vandalism discourage the group. It is likely to happen. Some people consider incorporating barbed wired fences, but this is not recommended because

it discourages community relations, looks off-putting, and may be illegal for anyone to install without a permit. Consider planting bougainvillea or pyracantha as deterrents because their thorns are abundant.

- **Security** - Invite the neighborhood resource officer from the local precinct to a garden meeting to get their suggestions on ways to make the garden more secure. Community officers can also be a great resource for managing issues related to vandalism and other undesirable activities. Increased patrolling of the area once planting begins is another option.
- **Communication** - Clear, enforceable garden rules and a proactive garden coordinator (community garden chair) will go a long way towards minimizing conflict in the garden. Still, communication problems will arise. It is the job of the garden committee to resolve those issues. If an issue is not clearly addressed in the rules, the membership can take a vote to add new rules or make modifications to existing rules.
Be aware that language barriers can be a common source of misunderstanding. Garden committee leadership is advised to have a translator at garden meetings when participants are bilingual. The translator could be a family member or a garden member that speaks the language.
- **Trash** - It is important to get a compost system started right away and get some training for gardeners on how to use it. If gardeners do not compost, large quantities of waste will build up, create an eyesore, and could negatively impact relationships with neighbors and/or the property owner. Waste can also become a fire hazard. Make sure gardeners know how to sort trash properly, what is compostable, and what is recyclable. Trash cans that are placed in accessible areas and emptied regularly will help to keep the garden clean.
- **Gardener Drop-Out** - Often, people sign up for plots and cannot follow through. Remember that gardening is hard work. Be sure to create a clause in your gardener agreement that states gardeners may be expected to forfeit their right to the plot if they do not plant it by a certain date or if they are not maintaining it. Gardeners should be given ample opportunity to follow through. However, the plot may need to be reallocated if several reminders via telephone, email or letter go unanswered. It is also advisable that every year, the leadership team

conduct a renewed community outreach campaign by contacting churches and other organizations in the neighborhood to let them know about the garden and any available plots.

- **Weeds** - Gardeners tend to visit their plots less during the winter. This lower participation, combined with rain, tends to create a weed issue in January, February, and March. Remember, part of the agreement with the landowner is that the lot will be maintained and that weeds will be prevented from taking over. In the late summer/early fall, provide gardeners with a workshop or article about what can be grown in a fall or winter garden. Also, schedule garden workdays for the spring in advance since they are also needed at the end of winter to clear weeds and any accumulated debris. Apply a thick layer of mulch to the beds and paths to reduce weed proliferation if plots are untended during the winter months.

Appendix A

Urban Community Garden Contract (SAMPLE)

Urban Garden Program, Alabama Cooperative Extension System – Urban Extension Unit, Alabama A&M University, Normal AL P.O. Box 967, 4900 Meridian Street, Normal AL 35762

Phone (256) 372-4266, Cell (256) 425-8683, Email rop0001@aces.edu

NOTE: Items in parentheses are to be filled in with appropriate information by end user.

Introduction

- The (organization/garden coordinator/committee president) is the highest governing authority at the (Name) Community Garden.
- Breaking any policies, terms, and conditions is the cause for the loss of garden privileges and the plot.
- Gardeners will receive one verbal warning from the garden coordinator/committee president.
- If no response or correction has been made, gardeners will receive written notice two weeks later.
- In another two weeks, if no response or correction has been made, gardeners will receive written final notification that they have forfeited gardening privileges and plot.
- Gardeners will be allowed to reapply for another garden plot only after one year, and only at the discretion of the garden coordinator/committee president.

Policies, Terms, and Condition for Participation

If accepted as a gardener, I will abide by the following policies, terms, and conditions.

1. I use this garden at the sole discretion of (Garden Group's Name) and/or Community Garden's Name. I agree to abide by its policies and practices.
2. The fee for the use of the garden is (\$XX) per plot, per year (January 1-December 31), due on or before January 1). Fee for half a year (beginning July 1 or later) is (\$XX). There are no refunds.
3. Upon being assigned a plot, I am responsible to cultivate and plant it within two weeks. I will garden year-round. My plot cannot be left fallow or unused for any period of three weeks or longer, more than one time a year.
4. My plot is (20 x 20) feet. I will not expand my plot beyond this measurement or into paths or other plots. I will keep all my plants within the limits of my garden plot and will not allow any plants to grow more than six feet high. I must keep my plot free of weeds, pests, and diseases.
5. I will keep my plot, paths, and surrounding areas clean and neat. I will separate my trash into three groups: 1) dead plants, leaves, and other green waste plant parts; 2) rocks, stones, and asphalt; and 3) paper, plastic, cardboard, wood, metal, etc. I will put each type of trash only in the areas designated specifically for each. Anything I bring from my home I will take back home. I will not bring household trash and leave it at the (Garden Name) Community Garden.
6. If I now have more than one plot, I will give up my additional plots by the end of this gardening year (December 31).
7. I will not plant any illegal plant. I will not smoke, drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs. I will not bring weapons or pets or other animals to the garden.
8. Guests and visitors, including children, may enter the garden only if I accompany them. They must follow all rules, terms, and conditions stated here. I will always supervise my children/guests when they are in the garden.

I am solely responsible for the behavior of my children/guests. I will bear the cost of any damage caused by my children/guests.

9. The garden coordinator/president will assign me general garden maintenance tasks each month, and I must complete them by the end of the month in which they are assigned.
10. I will water my plot according to water-use guidelines. (If I use more than the recommended amount of water, I will pay a fee each month to cover the cost of additional water).
11. I will attend the regular (bi-monthly) gardening group meetings. When workshops are offered, I will attend at least one of each of the following topics: soil preparation and maintenance, watering the vegetable garden, and pest and disease control.
12. I will not apply any pesticides in the garden without the approval of the garden club president/coordinator.
13. I will not make duplicate keys of any locks at the garden or give my key or lock combination to another person.
14. I will not take food or plants from other gardeners' plots. I will not take anything from the garden that is not rightfully mine.
15. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.
16. I will work to keep the garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.
17. 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 or damage that occurs in connections with use of the garden space by me or any of my guests.
18. I will not bring pets to the garden.

Commitment

I have read and understand the application form and accept these policies, terms, and conditions stated above for the participation in the:

(Name) Community Garden

Signed _____ Date: _____

Gardener

Signed _____ Date: _____

Garden President/Coordinator

Appendix B

Community Garden Lease Template adapted from ChangeLab Solutions, 2012:

THIS IS A COMMUNITY GARDEN LEASE dated as of _____, between _____ Name of Landowner and _____ Community Garden, a nonprofit organization (Sponsor).

Background (Sample)

Watts Community Garden is a nonprofit organization that works to address food insecurity in the Birmingham metro area. Along these lines, Watts Community Garden aspires to organize and operate a community garden program for those living in Bessemer, Alabama. Paul Smith is willing to lease land to Watts Community Garden for that purpose on the terms described herein.

Landowner and Sponsor Agree on the following:

A. PARCEL, TERM, AND RENT

A.1. Lease. Landowner leases to sponsoring garden group the 10,000 square foot parcel located at 1234 N. 17th Street Bessemer, AL 35223 ("Parcel"). The parcel is currently an unused brown space that is suitable for agricultural production applicable to a community garden program. There are no existing structures on the parcel.

A.2. Use. The sponsor can use the Parcel for the sole purpose of managing a community garden (Watts Community Garden) with plots to be allocated by the sponsor to neighborhood members.

A.3. Term. The term of this Lease is 10 years, starting on _____ and ending on _____. The Lease will terminate upon end of this term, or if either party terminates it as outlined in Section 4 or if renewal is established.

A.4. Renewal. This Lease will automatically renew for an additional _____ year term unless the Landlord or Sponsor provides written notice to the other of nonrenewal no later than _____ months prior to the current term or unless either party chooses to terminate as outlined in this section.

A.5. Rent. At the time of signing the Lease and on each subsequent anniversary, Sponsor will pay Landlord \$_____ in rent for the next year. For each renewal term, Landowner may, increase the amount of the rent payment by up to _____% by notifying Sponsor _____ months before the start of the renewal term.

A.6. Late Payment. Sponsor's failure to pay rent within _____ months of when the payment is due will breach the terms of this Lease. In that case the landowner will have the rights and remedies provided for in this Lease agreement and under law in the case of non-payment of rent. Furthermore, the Landowner may charge the Sponsor interest on unpaid rent at the rate of _____% monthly, which will be calculated from the _____th day after payment was due and will continue until paid.

A.7. Security Deposit. At the time of signing the lease, the Sponsor will pay Landowner \$_____ as a security deposit to ensure performance of the Sponsor's duties under this Lease. Should the Sponsor breach the terms of the lease, the Landowner may apply all or part of the security deposit to any amount the Landowner pays by reasons of Sponsor's default and to any damages the Landowner is entitled to under this Lease. If the Sponsor has not defaulted under this Lease, the Landowner will return Sponsor's security deposit when this Lease terminates.

B. OPERATION AND MAINTENANCE OF PARCEL

B.1. Parcel As-Is. The Sponsor acknowledges that the Landowner is not making any warranties, promises, or guarantees of any kind to the Sponsor including any representations about the quality, or suitability of the Parcel for use a community garden space. In deciding to enter into this Lease, the Sponsor has made its own independent evaluation of the suitability of the Parcel to be used as a community garden.

B.2. No Landowner Responsibilities. The Sponsor has the sole responsibility for the fundraising, planning, organizing, and management on the Parcel. This includes any required permits for operating a community garden program. The Landowner has no obligation to make any alterations, improvements, or repairs of any kind on the Parcel, nor to supply any services or support.

B.3. Law Compliance. The Sponsor will operate and use the Parcel in ways that follow all applicable zoning, environmental, and

any other applicable laws and regulations.

B.4. Garden Rules. Sponsor will manage the community garden with a set of rules in the attached form as Exhibit B. The sponsor will require all participants to whom it assigns plot space to enter into a garden agreement and each gardener will provide a waiver of liability in the form attached as Exhibit C.

B.5. Security. The sponsor will install and maintain a system to prevent entrance to the garden outside of operating hours and/or when the Parcel is unattended, such as security locks, and fences.

B.6. No Alterations. The sponsor may not permit any permanent alterations or updates to the Parcel without the written consent of the landowner. On the expiration or termination of this Lease, all improvements to the Parcel will belong to the Landowner, and Landowner will have no obligation to reimburse the Sponsor.

B.7. No Transfers. The Sponsor may not mortgage, encumber, or transfer this Lease, or sublet the Parcel to be used or occupied by others, except by persons maintaining a plot as outlined in the gardener agreement contemplated by Section B.4. Any attempted transfer is void and is a default under the Lease.

B.8. Right of Inspection. The Landowner may enter the Parcel at all reasonable times to inspect it and to evaluate the Sponsor's compliance with the Lease terms, as well as for the purpose of taking any other actions that the Landowner believes are appropriate to protect the Landowner's interest in the Parcel. The Landowner must, however, report any changes, malfunctions or damage made to any plot that may result in additional costs or expenses for the gardening group. The sponsor will provide a key or combination to any gate or lock to the Parcel. In addition, the Landowner does not assume liability of any kind arising from the Parcel inspection unless his/her actions cause any malfunctions, damage, or loss.

B.9. Liens. The Sponsor will not incur, create, assume, or permit the creation of any lien on the Parcel. The Sponsor will keep the Parcel free of liens arising out of work performed on or materials provided to the Sponsor for the Parcel.

B.10. Commercial Enterprise Prohibited. The sponsor will not undertake any commercial enterprise, including but not limited to sales of produce, on the Parcel.

C. EXPENSES

C.1. Utilities. The Sponsor will have sole responsibility for obtaining and paying the water, electricity, heat, sewage, storm sewer, or any other utility service used on the Parcel during the Lease term.

C.2. Taxes. The Landowner will have the sole responsibility for property tax returns and payments relating to the Parcel required by federal, state, or local tax authority. The Sponsor will have the sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with Sponsor's operations. The Sponsor will have the sole responsibility for paying all personal property taxes or assessments levied on Sponsor's personal property on the Parcel as well as all income or sales taxes that result from the sponsor's operations on the Parcel. The Landowner agrees to cooperate with the Sponsor to receive any tax abatements, exceptions, or other exclusions for which the Sponsor may qualify.

D. TERMINATION

D.1 At Will. This lease may be terminated at any time by either party. The termination will be effective after delivery by the termination party to the other party of a written notice of termination under this Section D.1.

D.2. Breach by Sponsors. If the Sponsor breaches any of its obligations under this Lease, the Landowner may provide the Sponsor with written notice of the breach. If the Sponsor fails to resolve the breach within 30 days after receipt of such notice, the Landowner may terminate this Lease by providing written notice, with the termination date effective 15 days after delivery of such notice to the Sponsor. The Landowner will determine whether the breach has been resolved.

D.3. Yielding Possession. Upon termination of this Lease, the Sponsor will leave and surrender the Parcel to the Landowner in at least as good or if not in better condition than the date on which the Lease was signed.

D.4. Cooperate in Transition. Upon termination or expiration of this Lease, the rights of Sponsor under this Lease will immediately, and without consideration terminate and revert to Landowner. The Sponsor and Landowner will cooperate in good faith in reasonable transition activities prior to and after termination of this Lease to minimize the impact to the community and the Landowner's use of the Parcel.

D.5. Personal Property. If the Sponsor or a gardener leaves his/her personal property on the Parcel after the termination of this Lease, the Landowner may store it in a warehouse or any other location for Sponsor's account and at the Sponsor's risk. The

Landowner will release the property when the Sponsor pays all charges related to storage and all other amounts Sponsor owes under this lease. If the Sponsor does not reclaim its property within the allotted time permitted by law, the Landowner may sell it in accordance with the law or apply the proceeds of the sale to any amounts the Sponsor owes the Landowner under this Lease.

D.6. Holding Over. If the Landowner terminates this Lease, any holding over by the Sponsor after termination of this Lease without the Landowners express written consent is not a renewal or extension of the Lease. It will not give the Sponsor rights to the Parcel.

D.7. Cumulative Remedies. All the Landowner's rights, powers, and remedies under this Lease are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to the Landowner at law or in equity. The exercise of any one or more of these rights or remedies will not impair the Landowner's right to exercise any other right or remedy including all rights and remedies of a landlord under or any similar, successor, or related laws.

E. INDEMNITY AND WAIVER OF LIABILITY

E.1. Indemnification. The Sponsor will defend, indemnify, and hold the Landowner and the Landowner's directors, officers, employees, agents, and assigns harmless against all claims, losses, damages, expenses, and attorneys' fees including, without limitation, Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by the Sponsor or any of the Sponsor's licensed gardeners, employees, contractors, family members, guests, or any other person in relationship with the Sponsor or Sponsor's licensed gardeners or otherwise participating in or present in the Garden, which may arise directly or indirectly from (a) Sponsor's Parties' use or operation of or presence on the Parcel, or (b) any breach by Sponsor of this Lease, including without limitation, Sponsor's failure to enforce the garden rules and regulations, except to the extent the Loss is caused by the gross negligence or willful misconduct of Landowner. This Section E.1 will survive the termination of this Lease.

E.2. Waiver of Liability. The sponsor releases and waives all claims against any Landowner with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by the Sponsor from any causes whatsoever, except to the extent that such injury or death is caused the gross negligence or willful misconduct of such Landowners; (b) any loss or damage or injury to any property on or about the Parcel belonging to the Sponsor, except to the extent such injury or damage is caused by gross negligence or willful misconduct of such Landowner; or (c) the condition of the Parcel and suitability of the Parcel for use as a community garden. Subject to the prior provisions, the Landowner shall not be liable for any damage whatsoever to the Sponsor caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing, or irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking or flowing into any part of the Parcel, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Parcel, or by anything done or omitted to be done by Sponsor parties or any other person on the parcel. In addition, the Landowner shall not be liable for any Losses for which the Sponsor is required to insure if such loss or damage is not caused by gross negligence or willful misconduct of such Landowner. This Section E.2 will survive any termination of this Lease.

F. INSURANCE

F.1. Insurance. The Sponsor will, at its own cost, take out and maintain without interruption during the term of this Lease comprehensive general liability insurance naming Landowner as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than (\$1,000,000). Coverage shall be made on an "occurrence" basis and not a "claims made" basis.

F.2. Evidence of Insurance. On or before the Landowner delivers possession of the Parcel to the Sponsor, the Sponsor will provide the Landowner with a copy of the insurance policies required by Section 6.1. The Sponsor will deliver to the Landowner evidence of each renewal or replacement of any required insurance policy at least 10 days prior to the expiration of such policy. In lieu of the actual policies, the Sponsor may deliver to Landowner a certificate of insurance evidencing Sponsor's insurance policies, provided that the Landowner also receives a copy of the endorsement naming the Landowner as an additional insured.

G. General Provisions

G.1. Entire Agreement. This lease is the entire agreement between the Landowner and Sponsor and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between the Landowner and the Sponsor relating to the same subject matter.

G.2. Modification and Severability. This Lease may be modified only as stated in writing and signed by both the Landowner and

the Sponsor that states it is an amendment to this Lease. If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

G.3. Waiver. Any waiver of any term of this Lease must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this Lease will not be considered a waiver of that party's rights under this Lease. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Lease.

G.4. Counterparts. This lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

G.5. Third-Party Beneficiaries. Except as specifically provided in Section E. of this Lease, this Lease is for the exclusive benefit of the Landowner and the Sponsor, and not for the benefit of any third party including, without limitation, any gardener, employee, or volunteer of Sponsor. All Landowner Parties are an express third part beneficiary of Section E.

G.6. Notices. Notices and consents under this lease must be in writing and delivered by mail, courier, or fax to the addresses set out on the signature page of this Lease. These addresses may be changed by written notice to the other party. Notices given in the manner provided by this Section G.4. will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier or delivery by fax.

G.7. Governing Law; jurisdiction and Venue. This lease is governed by Alabama law. Sponsor consents to the exclusive jurisdiction and venue of the state and federal courts of Jefferson County.

This Lease is signed by Landowner and Sponsor as of the date first written above.

LANDOWNER

SPONSOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

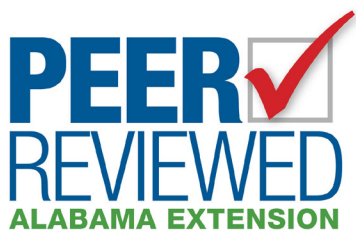
Title: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____



This document was adopted and appended from the original University of California Cooperative Extension, Los Angeles County publication (Community Garden Start-Up Guide by Rachel Surls) for the Alabama Cooperative Extension System.

Project Editor: Rudy Pacumbaba, PhD, Horticulture Specialist, Alabama A&M University

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