



Kirkham Allotment Gardener Agreement

2019 Contract Agreement

PLEASE READ CAREFULLY

Name: _____

E-mail Address (Mandatory): _____

Home Phone Number: _____ Cell Number: _____

Address: _____

Please indicate if you would like to keep previous year's plot: No Yes: Plot Number(s) _____

Basic Garden Etiquette:

Plots are available on a first-come, first-serve basis. Maximum two (2) plots per family.

Please note that **Credit Card** is the only form of accepted payment

The Gardener (signee) agrees to the following upon signing the contract:

1. The cost of the growing season is \$75, with a \$50 deposit. The deposit will be returned when your plot is cleared and put to bed by October 25, 2019.
 - a. **Putting your garden to bed:** clearing the plot of all dead growth, temporary structures, and implementing preventative measures for weed growth in the spring (ie. Laying down landscape fabric)
2. Start your garden by May 31, 2019.
 - a. **Starting your garden:** having cleared your plot of any weed growth and begin cultivating your plot
3. Controlling weeds in your plot and surrounding area
4. Keeping the garden area clean and tidy. This includes walkways, shed, shared spaces
5. Practice a take-in, take-out garbage policy. There will be NO garbage service at the garden. Please do not litter.
6. Ensuring NO use of chemical pesticides and herbicides
7. No permanent changes or alterations to the garden or your plot
8. For any cancellations, the deposit fee is not refundable
9. In an effort to conserve water, try to water during off-peak hours (mornings and evenings) and make sure the tap is fully shut off to prevent leakage
10. Protect yourself – wear appropriate clothing
11. Have fun!

Failure to comply with the rules and guidelines may result in termination of privileges at the garden and a non-refundable deposit.

For more information, please call the Contact Centre Customer Support 905-477-7000 ext. 5530

Legal Clauses

In consideration of The Corporation of the City of Markham, its Mayor, Councillors, officers, directors, employees, servants, contractors, agents, and volunteers ("City") permitting the undersigned to act as an Allotment Garden Coordinator on behalf of the City for the Community and Allotment Garden Program ("Garden Program"), the undersigned hereby covenants and agrees:

1. To comply with all of the guidelines and requirements established by the City as set out in the Community and Allotment Garden Manual ("Manual"), and as may be amended by the City from time to time;
2. To attend the Community and Allotment Garden Training Program provided by the City for the operation and maintenance of the garden and to abide by all procedures, requirements and recommendations made by the City;
3. To install, inspect and maintain the garden in safe, tidy and productive condition and to provide weed removal in accordance with the guidelines implemented by the City.
4. To provide, at my own expense, the appropriate protective clothing for sun protection and comfort when inspecting or working in the garden;
5. That the undersigned shall neither subcontract the whole or any part of this Agreement nor assign this Agreement, without the prior written consent of the City, which consent shall be in the City's sole discretion and subject to the terms and conditions that may be imposed by the City;
6. That the term of this Agreement shall commence upon execution of this Agreement and shall terminate at such a time as the City determines that the weather does not permit the maintenance of the garden;
7. That the City has the right to terminate this Agreement without notice in the event that the undersigned fails to comply with or breach the terms of this Agreement or any schedule attached hereto, or for any or not reason at all;

WAIVER, RELEASE AND INDEMNIFICATION

8. **TO ASSUME ALL RISK** of dangers, hazards, costs and personal injury, death, property damage or loss resulting from participation in the Garden Program;
9. **TO WAIVE ANY AND ALL CLAIMS** that the undersigned has or may in the future have against the City and **TO RELEASE** the City from any and all liability for any loss, damage, costs, expense or injury (including death) that the undersigned, his or her Representatives, or next of kin may suffer, as a result of participation in the Garden Program due to any cause whatsoever, including negligence, or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers' Liability Act*, R.S.O. 1990, c.O.2, as amended, on the part of the City;
10. **TO HOLD HARMLESS AND INDEMNIFY** the City from any and all liability, loss, claims, demands, costs, expenses for any property damage of, or personal injury to, any third party resulting from participation in this voluntary Garden Program, if such liability is a result of my acting outside of the scope of my responsibilities or not in compliance with this Agreement of the guidelines referred to above, as set out by the City; and
11. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Leaser Signature

Date Signed

Please sign and return to the Contact Centre in-person at 101 Town Centre Blvd, or by email at customerservice@markham.ca