

Cary Senior Center Garden Gardening Agreement

*Located at the Cary Senior Center, 120 Maury O'Dell Place, Cary, NC
2012*

Statement of Intent and Goals of the Cary Senior Center Community Garden Members

- Create a garden of plenty to share Cary grown food with each other, our friends, neighbors, and those in need thus making our community and ourselves healthier and more sustainable.
- Strive to expand, and improve the community garden and serve as a model for other community gardens that will emerge within the Town of Cary, regionally, and nationally.
- Utilize natural resources wisely, reduce the amount of toxic chemicals in our soil, air, and water and continue to create a more sustainable and healthy environment in our garden setting.
- Support community interaction and provide therapeutic and educational opportunities through facilitating positive interaction between our senior gardeners and local youth.
- Create positive community interaction through volunteer work days and by continuing the grassroots, volunteer driven improvements to our community garden.
- Utilize excess and recycled building materials from within the town that would otherwise be thrown out in order to improve our community garden and limit excess materials from going to the landfill (recycle, reuse and reduce).
- Partner with Town of Cary staff including public works to cooperatively improve our garden space.
- Utilize Town resources wisely and continue to seek out cost effective ways to improve the garden spaces.
- To uphold the Town of Cary Statement of Values of preserving and protecting our environment, being proactive in planning for the future and being creative in innovation.

11/14/2012

**Rules and Regulations for Cary Senior Center Gardens
By signing the Garden Agreement and Waiver, Renters agree to the
following Rules**

1. The premises shall be used solely as a personal garden in compliance with all rules & regulations of the Cary Senior Center relating to community garden projects, as they may be amended from time to time.
2. The premises shall be maintained by participant in a clean, neat manner. Participant is responsible for maintaining his/her garden plot (and surrounding pathways) as weed free as possible. Participant shall not cause damage or waste to the premises and shall not do or bring onto the premises anything which in any way conflicts with the law, ordinance, rule or regulation; or use the premises in any manner which will damage or annoy others.
3. Participant shall have the right of ingress to and from his/her garden plot.
4. Participant shall be responsible for providing watering devices to transport water from hydrants at the Community Garden to his/her garden plot (water hoses are provided by the Town of Cary. Participant shall also be responsible for flushing the hoses and turning hydrants off when finished. Sprinklers and automatic irrigation systems will not be allowed.
5. In the event waste is caused to or unnecessary damage is done to the premises by the participant or if any part or condition of this agreement or the rules and regulations be breached, the Town may terminate this agreement, re-enter and repossess the plot. A written warning will be issued to the renter/s with a deadline to complete the clean up of the space. In the event the renter does not meet the deadline, the renter will receive a Notice of Default and Termination. The renter may enter and harvest crops he/she has planted within five days after receiving the Notice of Default and Termination. The Town of Cary will then clean out the garden bed and rent the space to another gardener with no refunds.
6. The Town of Cary, Recreation and Cultural Resources Senior Center shall be held harmless for any damage to participants' garden and/or crops due to, but not limited to the following causes: natural causes (*flooding, drought, lightening, animals*), vandalism and crop theft.
7. Participant may enter premises to establish and maintain garden on or about **January 1**, and shall harvest all crops no later than **December 30**** when his/her lease will end. Participants shall be notified if inclement weather should delay the opening date and the revised date they may enter the garden. Tilling is optional and provided by the Town of Cary Public Works Department weather permitting. Speak to the Cary Senior Center Supervisor for more information.
8. At termination of the agreement, the participant shall return the premises to the Town of Cary in a neat and orderly condition.
9. Illegal or poisonous plants are not permitted.

10. Insecticides shall be limited to the use of poisons/pesticides that are sold to the general public. **It is recommended that organic gardening take place at this shared garden site and do not use any products in any of the other garden plots.**
11. Herbicides shall be limited to pre-emergent herbicides and those sold to the general public.
12. Unleashed pets are not allowed.
13. Vehicles shall be parked in designated areas only of the Cary Senior Center.
14. Common areas are to be kept clear and safe for all to pass. To minimize disruption to circulation, do not block sidewalks or pathways with stockpiles of materials, such as manure, woodchips, garden debris, etc. Stockpiles should be temporary and kept out of the public view.
15. Be civil and cooperative in regard to other gardeners, neighbors and public.
16. Each garden member is responsible for the day to day maintenance of his/her assigned plot as well as the ongoing maintenance of common areas within the garden. Major repairs that are required should be alerted to the staff at the Cary Senior Center as soon as possible.
17. The Cary Senior Center Community garden is in a public setting and should be designed and built with the public's safety in mind. Structural garden elements which a person may sit on, stand on, walk under or crawl under shall be constructed or installed by the Town of Cary or a qualified contractor.
18. Gardeners are responsible for the removal of all waste from the garden site. Excess organic waste can be put into compost bins. Non-organic waste should be removed when leaving.
19. No altering of the outside dimensions of the plot is allowed.
20. In case of illness, travel or any extended time away from the rented plot, notify the Cary Senior Center supervisor or lead volunteer.
21. Previous year's renters will have first opportunity to rent their same space from year to year with a 30 day notice. All un-rented spaces or new spaces built will be rented first come first serve until all spaces have been rented. A waiting list will be kept at the Cary Senior Center front desk for interested gardeners. These gardeners will be notified of the opportunity to rent in a timely fashion.
22. Beginning in 2012: one garden space per Cary residence address, no exceptions.
23. Beginning in 2013: personal tools, materials, plant pots/planters shall not be stored or placed in the walkways.

11/14/2012