



AGREEMENT: MEADOWLAWN ECOLOGICAL CENTER & COMMUNITY GARDEN

Name:	Plot:	Date:
Address:	City:	Zip:
E-mail:	Phone:	

Rental Timeframe: September 1 - February 28 March 1 - August 31 *(select one)*

As a participant and renter of a garden plot(s), I understand and agree to the following:

1. The City of St. Petersburg has the authority and right to terminate the permissive use of the garden box or planting area for any reason at any time.
2. Lease Period: Garden plots or planting areas rent for six-month periods beginning September 1 and March 1.
3. Rental Fees: A rental fee of \$25 will be assessed per six-month rental period.
4. Garden Hours: During the Pinellas County School year, when classes are in session (August - May; Monday - Friday, 7 a.m. - 3:30 p.m.) the garden is closed. The garden will be open from sunrise to sunset on non-school days including holidays and weekends. The garden will open at 3:30 p.m. on school days until sunset.
5. Notice to Terminate Lease Agreement: The gardener will be notified that he/she has ten (10) days to correct the noticed issue. If not corrected in the time stipulated, garden privileges will be revoked with no refunds and lease terminated. Gardener will not be allowed to reapply for use of a garden box for a period of one year.
6. If not renewing the rental, it is the responsibility of the gardener to leave the box clean and free of vegetation. The gardener should inform the Community Services Department at 727-892-5141 when the garden has been cleaned and vacated. The gate key issued must be returned or a \$20 fee will be assessed. This should occur prior to the end of the months of February and/or August.
7. Please keep the garden equipment secured with the lock when not in use. Please lock the garden gates when leaving the garden.
8. No modifications or additions to the hose bibs (e.g. irrigation system) are allowed.
9. No pesticides or herbicides are to be used unless clearance is given by the Community Services Department. It is recommended to use vinegar as a weed deterrent and other natural, organic materials.
10. Do not leave anything in the aisles as it may restrict others' access to their plots.
11. Keep plants confined to the area within the box. The gardener is responsible for removing vegetation growth which extends over the sides of the box.
12. Gardener is also responsible for maintaining area to the center of the aisles around all sides of the box.
13. Dispose of trash in designated areas. Do not leave trash in aisles. Place pulled vegetable and flower materials in the compost bins. Place pulled weeds in the rubbish heap adjacent to garbage cans outside of the garden perimeter for removal.
14. Please respect the rights of other gardeners. Trees, shrubbery and other tall plants are not allowed as they may shade others' plants or restrict other plots from available sun.

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15. No structure that restricts the sun on another plot is allowed.
16. Please do not leave personal property in the garden. The City is not responsible or liable for personal items left at the garden. The City is not responsible for any crops, equipment or property that is lost, misplaced, damaged or stolen while participating in/renting the garden plot.
17. Please show consideration for the privacy and property of the neighbors adjacent to the garden.
18. The User shall not assign this Agreement or sublet any part of the Premises without the previous written consent to the City.
19. The User shall comply at all times with all federal, state and local statutes, rules, regulations and ordinances, the federal and state constitutions and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"). The User shall also comply with all City policies and procedures, including but not limited to all policies and procedures for use of the Premises.
20. The User shall not discriminate against any person in the use of the Premises because of race, color, religion, sex, disability, sexual orientation or national origin.
21. The Agreement shall be governed by and interpreted in accordance with the laws of the state of Florida.
22. The User must leave the garden clean and in good repair. This includes, but is not limited to, trash being picked up, decorations and equipment being removed. The User will be billed and shall be responsible for costs of any additional cleaning or repairs that may be required to its usage of the Premises.
23. The User is responsible for the conduct of participants, workers, workers, invitees, or volunteers of the User.
24. The City shall not be responsible for any damages which may arise from any act of nature or other event which renders the Facility or the Premises unable to be used as desired.
25. I understand that all of my recreational garden activities on the City's leased property (Pinellas County School Board property) will be conducted at my own risk and I will not seek to hold the City liable for any injuries or damages sustained by me which occur while I am participating in this project.
26. The User must immediately report to the Community Services Department staff member any accidents, injuries or incidents that may occur while User is occupying and using the Premises pursuant to the terms and conditions set forth in this Agreement.
27. The City reserves the right to require the User to hire off duty police, licensed security officers, and/or additional staff.
28. Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right other than right to occupy and use the Premises pursuant to the terms and conditions of this Agreement.
29. Raised table boxes are available on a first come, first served basis with priority given to those requesting accommodation under the Americans with Disabilities Act (ADA).

I have read this Agreement and agree to comply with the terms and conditions set forth in this Agreement. I also understand this Agreement is not final until approved and executed by the City of St. Petersburg Community Services Department Director or designee.

By: *(Sign Name)* _____ By: *(Sign Name)* _____
Print Name: _____ Print Name: _____

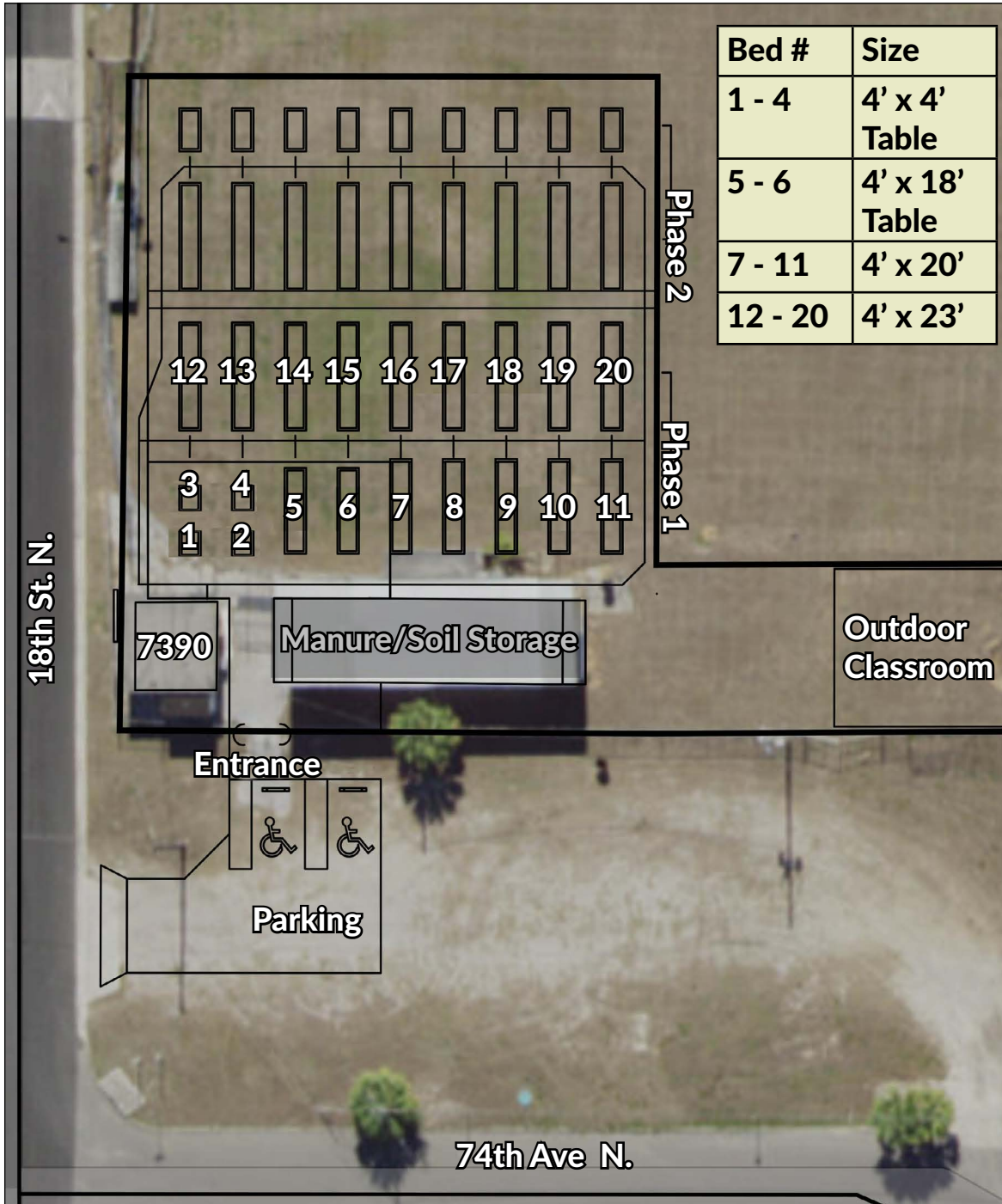
SUBMISSION OPTIONS

MAIL TO:
Community Services Department
City Hall
175 5th St. N.
St. Petersburg, FL 33701

DELIVER TO:
Fossil Park
6635 Dr. Martin L. King, Jr. St. N.
St. Petersburg, FL 33702

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SITE MAP



More about the garden at stpete.org/UrbanAgriculture.

If you need an accommodation under the ADA, please complete and return an Accommodation Request Form found at stpete.org/ADA to the Community Services Department.



Community Services Department
727-892-5141
175 5th St. N.