

2018 Community Garden Rental Agreement

APPLICATION PROCESS:

Applicants shall submit this Agreement, the attached Rental Application and Fee Worksheet, and applicable fees to Point of Woods 1&2 HOA by no later than May 22, 2018. The HOA will assign garden plots to Applicants based upon the receipt date of completed applications.

RENTAL AGREEMENT:

In consideration of the HOA's assignment of a plot in the Point of Woods Community Garden to me for the 2018 growing season, I hereby agree as follows:

1. I will plant my garden by June 15, 2018 or forfeit my right to the assigned plot and my garden rental fee.
2. I agree to notify the HOA in writing if I must abandon my plot for any reason. I acknowledge a refund is not available once I have paid and had a plot assigned.
3. I will maintain my assigned plot, including adjacent paths, throughout the growing season, including keeping weeds and litter in check and confining vines to within my plot. I will not plant in any plot not assigned to me. If I fail to do so, I agree to pay Point of Woods 1 & 2 in full for the cost of having their landscapers maintain my plot and surrounding paths.
4. I will not use chemical fertilizers, insecticides or herbicides. Only organic products are allowed.
5. I will not bring pets into the garden.
6. I will be responsible for the actions of any guests that accompany me to the garden.
7. The growing season is between March 1, 2018 and October 31, 2018. I will clean up my assigned plot by no later than November 1, 2018, unless I desire to plant winter rye or other winter crops. I will notify the HOA by November 1, 2018 if I desire to do so.
8. I agree to be respectful of my fellow gardeners by not planting tall plants that will shade another plot and by not picking other's crops without permission. Some examples of tall plants are corn, sunflowers, and quinoa. If planted, these crops will be removed.
9. I will keep the environment of the garden friendly and inviting by not creating conflicts with loud music, vulgar language, or other offensive conduct.
10. The use of any tobacco products within the garden area is prohibited.
11. The growing of marijuana or any other illegal substance is prohibited.

12. I will keep the garden area free of any large decorations or other visual barriers that may create a concealment location for individuals, and agree that I will not install a trellis higher than 36 inches. **Any individual fencing must be pre-approved.**
13. I agree to abide by all rules and regulations governing the Point of Woods Community Garden and to follow the instructions of Board Members while participating in this project.
14. I agree to follow any corrective actions that may be given to me verbally or in writing by the Point of Woods 1 & 2 HOA Board Members. I agree to abide by the determinations made by the HOA for resolution of any conflict regarding use of my plot or use or operation of the Point of Woods Community Garden, and agree such determination are final.
15. I understand that violations of this agreement are grounds for revocation of my gardening privileges.
16. I have the first right to reserve use of my garden plot for the following season. A new application and fee must be paid before March 1, 2018 in order to reserve a bed from the preceding growing season.
- 17. Water is supplied for garden use only and shall be used with water conservation in mind.**
18. I understand approval of my application provides me only a revocable privilege and license to use my assigned plot for the current growing season, and confers no rights, entitlements or property interest in use of HOA property. I acknowledge I may not re-rent, sublease or assign my plot to any other person.
19. I understand and agree that neither the Point of Woods 1 & 2 HOA, American Management of Virginia, nor any of its officers, employees, agents, volunteers or insurers shall be held responsible or made the subject of any claim for damages or liability arising from personal injury, property damage or loss of any sort to me, my guests or any other person, or for loss of any other sort arising out of or related to my use of the Point of Woods Community Garden and participation in programs at the Point of Woods Community Garden. I HEREBY AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS POINT OF WOODS 1 & 2 HOA, AMERICAN MANAGEMENT OF VIRGINIA, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND INSURERS FROM ANY SUCH CLAIM, LIABILITY OR LOSS.

I hereby acknowledge and agree that I have read, understood, and voluntarily agreed to the terms and conditions of this agreement, and agree that this agreement shall be binding on me, my successors, representatives, heirs, executors and assigns.

Applicant's Name (please print) _____

Signed _____ Date _____

2018 Rental Application and Fee Worksheet

Applicant Information:

Name (please print) _____

Address _____ Zip _____

Telephone number:

Home: _____ Cell: _____

Email address: _____

(PLEASE PRINT CLEARLY)

Emergency Contact Information: (Other than Applicant)

Name (please print) _____

Telephone number:

Home: _____ Cell: _____

Check the appropriate items (for consideration of plot location):

I am a senior citizen (ages 60+)

I am physically disabled

I would like a garden next to a friend, Name _____

FEES SCHEDULE

GARDEN	SIZE	ANNUAL FEE	FEE AMOUNT
Large Garden	15' x 20'	\$25 (\$30 Non POW 1 & 2)	_____
Spring Tilling & Compost		\$60	_____

AMOUNT DUE WITH APPLICATION _____

Garden Name: (optional) _____

Please make checks payable to: Point of Woods 1 & 2

FOR HOA USE ONLY

Applicant

Name: _____

Address: _____

Payment info: Check # _____ Amount \$ _____ Paid in cash (Y/N) _____

Payment received by: _____ Date: _____

GARDEN # _____