

**THE FARM AT ST. JOE'S
GARDEN PLOT RENTAL AGREEMENT**

RENTER:

Name:	
Phone (to share with gardeners):	Email (to share with gardeners):
<i>If this is your first time renting a plot</i> list your departmental mailing address:	

TERM: May 1, 2020 – November 1, 2020

PLOT: *NOT ALL SIZES MAY BE AVAILABLE*

Plot Type	Plot Size	Rental Fee	Deposit
<input type="checkbox"/> Standard	10' x 9'	\$15	\$20
<input type="checkbox"/> Medium	10' x 12'	\$20	\$20
<input type="checkbox"/> Large	10' x 15'	\$25	\$30

TERMS:

This Garden Plot Rental Agreement ("Agreement") is entered into effective this date of _____ by and between Trinity Health – Michigan, dba The Farm at St. Joes ("The Farm") and the identified Renter.

1. **Permitted Use.** During the Term of this Agreement, Renter shall have the seasonal use of the Plot for the sole purpose of personal gardening. The Farm will provide Renter with access to the Plot and water during the designated days and times. Use of the Plot is subject to the additional rules, terms and conditions set forth in the Community Garden Rules, attached as Exhibit A.
2. **Rental Rate.** Full payment of the Rental Fee and Deposit is due in advance and before a Plot will be assigned. Rental Fees are non-refundable. Renter is solely responsible for all costs associated with the Plot and for any required gardening implements and equipment, seed, fertilizer and other supplies.
3. **Termination.** Failure to comply with the Community Garden Rules may result in the immediate termination of the Agreement and Renters expulsion from the Plot.

4. **Waiver and Release of Liability.** My participation and use of the Plot and The Farm premises is completely voluntary, involves physical exertion and subjects me to the possibility of physical injury and the loss or damage to my property (collectively, the "Risks"). Accordingly, I agree to release and hold harmless The Farm, its officers, directors, employees, agents, volunteers and affiliates from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks. I am responsible for anyone I bring to The Farm, including children and animals. I am responsible for having all adults sign and return the waiver **Exhibit B**.
5. **Miscellaneous Provisions.** This Agreement and use of the Plot is specific to the Renter. Renter may not assign this Agreement or its rights hereunder without The Farm's prior written consent. This Agreement shall be governed and construed according to the laws of the State of Michigan without regard to its conflict of laws provisions. This Agreement, together with the Community Garden Rules, constitutes the entire agreement between The Farm and Renter relating to the subject matter and supersedes all prior understandings, proposals and agreements.

I have read and understand this Agreement:

Signature of Renter: _____

Date: _____

EXHIBIT A



Community Garden Rules

Welcome to Staff Garden at The Farm at St. Joe's!

Rules and guidelines help gardeners understand their responsibilities and the expectations. If you have any questions or comments about the garden rules, please contact Rozelle Copeland, Staff Garden Coordinator (volunteer), at rozelle.copeland@stjoeshealth.org or call w/(734) 712-5118 or after work at c/(734) 277-2069.

The St. Joseph Mercy Hospital Staff Garden is a community garden open to employees and retirees only. Gardeners must be staff or retirees from the St. Joseph Mercy Hospital campus at the time of registering for a plot. See the website for more information: <https://stjoesfarm.org/community-gardens/>

Payments of dues (both the fee and the deposit) are required before you will be assigned a plot and begin gardening. The fee payment and deposit instructions will be provided to you separately – see the website for details. The deposit should be preferably a check made out to "St Joseph Mercy Hospital", as it is refundable (credit cards will not be accepted for the deposit portion of the dues).

General

Gardeners are limited to one plot per employee until **May 31st**. At that time gardeners will be notified by the Staff Garden Coordinator of any remaining plots that are available, after the waiting list has been exhausted. This will give all of our co-workers a fair chance of getting at least one plot.

Gardeners who were assigned a plot, but have not planted in their plot by **June 15th** (barring unforeseen circumstances) will forfeit their plot with a refund of the clean-up deposit.

Deposits will be refunded to gardeners once their plot is cleaned out.

The garden area is open dawn until dusk, seven days a week.

All gardeners are asked to volunteer their time for general maintenance (especially weeding adjacent pathways) to keep the garden site looking nice. Use of the garden is contingent on our ability to maintain it, as The Farm receives numerous visitors and conducts educational sessions. Help make this partnership a success.

Please use the restrooms at the Hospital. Note that the Reichert Building is closed on the weekends.

The corners of your garden plot are clearly marked with stakes or sticks. Please do not remove these stakes during the season, unless you wish to replace them. These stakes help to mark the plots and to guide the hose from damaging your plot.

Water

- **Water access is limited to one spicket for the garden. Gardeners should expect to wait for use of the hose during popular times of the day.** Please be patient and maybe use the time to get to know your fellow St. Joseph Mercy Hospital gardeners.
- Do not drag the hose over other people's plots. This will damage their plants. No one intentionally does this, so always look back and check the hose, as you pull it to your plot.
- Make sure the spicket is turned off at the hoopouse (rather than at the hose nozzle) when you are done with the hose. A full hose will burst in the hot sun.
- Unattended watering is not permitted.
- Notify the Garden Coordinator of any leaks in the hose or nozzle.

Weeds

- **Gardeners are expected to weed their plots on a regular basis throughout the season. You may not be welcome back if weeds are excessive or left for a prolonged period.** Weeding is a chore that is a necessary part of gardening, so please plan on spending time regularly weeding. This will help keep down the spread of weeds to each other's plots and keep our garden looking nice.
- Everyone is expected to weed the shared pathways around the garden.
- Please dispose of weeds and plant materials in designated compost areas.

Tending to Your Plot

- **Crops must be harvested regularly and fallen vegetables removed.** If you have more than you need, there are many food banks and senior citizens who could use extra vegetables. This will deter critters and bugs in the garden.
- Do not plant tall plants (over 6 feet tall) that will block the sun from your surrounding neighbors' plots, UNLESS you plant it so that it will not block the sun from your neighbor.
- Please stake or support plants that need this— tomato plants can get top heavy and lean into other's plots.
- Plant spreading plants with dedicated plot space. Route vining plants so as not to invade your neighbor's plot or block a main throughway path.
- Plant in and harvest from your assigned plot only, unless you have permission from another gardener.

- Perennials should be planted with the intent of removing them at the end of the season.
- Bring your own garden tools and supplies. The Farm does not have storage space for everyone at this time.
- Use of herbicides and pesticides that are *not organic* is prohibited on St. Joseph Mercy Hospital Farm property.
- Growing food for commercial purposes is prohibited.
- If you will be away for a week or longer, consider asking a fellow gardener to pick and water your plot.
- Notify the Garden Coordinator if you are no longer able to tend your plot, will be absent for a long period of time, or have asked a friend not from the garden to tend your plot for you.

The Staff Community Garden

- Dogs must be on a leash and under the owner's control. Dogs should not disturb other people's plots and should relieve themselves outside of the staff garden.
- Children must be supervised and should not disturb other people's plots.
- **Do not take or use anything that belongs to the Farm without advanced permission from the Farm staff. This includes additional compost, fertilizer, plants, etc.**
- **Keep the garden gates closed.** This will help keep the rabbits out.
- Please report any wild animals sighted within the Staff Garden fence to the Garden Coordinator.
- Park only in the parking lot or road. Do not park or drive your car on the lawn.
- Use trash receptacles for any refuse. The trash cans are in the parking lot, near the hoopouses.

Refund of the Deposit

Please clear your plot of fencing, trellises, stakes, cages, string and all inorganic and organic materials by the Fall deadline date: **November 1st**. The frost will kill many uncovered plants, turning them to a mush which is harder to scrap-up. Any perennials must be removed this year. Cleanup deposits will be refunded after your plot is cleaned out.

E-mail List

There will be an e-mail list of fellow gardeners to help us connect and stay in touch. Your e-mail will be added to this list unless you direct the Garden Coordinator to do otherwise. Please use the e-mail list for any garden-related purposes.

Please e-mail any comments, issues and suggestions to the Garden Coordinator.

Garden Rules Agreement

By abiding by the rules, our Community Staff Garden will be maintained and prosperous. When issues arise or when rules are not abided by, the gardener will be contacted with the intent of a resolution. If the issue is not able to be resolved, the gardener may lose their plot. Those who repeatedly do not abide by the rules may lose future gardening privileges.

Exhibit B

Have all adult garden helpers sign and return this waiver prior to participating:

I, _____ hereby hold harmless Trinity Health and The Farm at St. Joe's for bodily injury, personal injury and/or property damage and/or theft while participating in The Community Garden. I understand use of The Community Garden is voluntary and will include utilizing gardening tools and physical exertion.

I hereby understand the above and waive any and all rights for damages.

Signature of Participant

Date