

## MERRIAM STATION COMMUNITY GARDEN GARDENING AGREEMENT

This agreement is between the Union Park District Council, a Minnesota nonprofit corporation, 161 Snelling Avenue North, Saint Paul, MN 55104 ("UPDC"), acting by and through Merriam Station Community Garden ("MSCG") and \_\_\_\_\_ ("Gardener" or "Gardeners").

### Recitals

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Merriam Station Community Garden (MSCG), a community garden established by the Executive Committee of Union Park District Council (UPDC), is located at the northwest quadrant of I-94 and Prior Avenue in the City of Saint Paul; MSCG's land is owned by the Minnesota Department of Transportation (MnDOT) and is leased to the UPDC through a permit issued to the City of Saint Paul by MnDOT; Governance of MSCG is carried out by a Management Team that reports to the Parks and Recreation Committee of the UPDC and is elected annually by MSCG membership; Gardener or Gardeners is a person or group of people that want(s) to rent a plot at MSCG to grow plants or produce for personal use; and this agreement includes a RELEASE FROM LIABILITY, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT, an agreement with the City of St. Paul.

### Agreement

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1. Effective March 1, 2021 through November 30, 2021.
2. Non-refundable annual rental fees are due April 24, 2021.
3. Gardener agrees to begin work on their plot by Memorial Day, May 25, 2021.
4. Gardener agrees to use only natural and organic materials, fertilizers, and amendments. Use of chemical fertilizers, herbicides, and pesticides is strictly prohibited.
5. Gardener agrees to contribute a minimum of two hours of volunteer work per month, or twelve (12) hours per season from May through October.
6. Gardener agrees to keep their plot and adjacent pathways well-maintained at all times.
7. Gardener pledges to treat others with courtesy and respect.
8. Gardener agrees to provide names and contact information.
9. Gardener agrees to abide by the decisions of the Management Team. Violation of any condition of this agreement may result in the termination of this agreement.
10. MnDOT Disclaimer: Gardener understands that there are utility easements affecting the property. As such, easements may be revoked without notice and without compensation. Gardener is accountable for any loss of property, including, but not limited to, injury, disruption of use due to city utilities, or other damages.
11. Soil Tests: Gardener is aware that various soil tests are available at [www.MerriamStation.org](http://www.MerriamStation.org); this includes the one available on the following page under RELEASE FROM LIABILITY AND INDEMNIFICATION AGREEMENT.

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