**ATTACHMENT 3**

CITY OF COSTA MESA

Public Services Department - Recreation Division

# 2012 Community Garden Agreement-DRAFT

This Agreement is made this 1st day of January, 2012, by the City of Costa Mesa, a municipal corporation ("City") and "Gardener".

City has established an area for a Community Garden on property owned by the City at the address noted below. The Community Garden will be divided into parcels in an area of approximately 15 feet by 15 feet. Gardeners entering into this agreement, and when City is willing to allow Gardener to do so, are subject to the terms and conditions herein contained. Violation of this agreement and/or Bylaws shall be grounds for termination of privileges afforded to the Gardener by this Agreement.

**NOW, THEREFORE,** it is agreed by and between both parties hereto as follows:

1. Gardener is hereby granted the privilege, after paying required fees, (fees are not pro-rated) of using their assigned garden parcel within the Del Mar or Hamilton Community Garden.

2. Gardeners are not permitted to transfer or sell their assigned parcel to another person.

3. City will provide: Parcel for gardening, a water source, gate key, parking area (Del Mar Garden only), and trash containers as needed. Gardener shall provide: labor, tools, seeds, plants and all other supplies, materials and equipment necessary to work the parcel.

4. City shall have the right, at any time, to enter and inspect any parcel. Gardeners must maintain their parcel in a clean, neat and weed free condition at all times. **A parcel left untended for 30 days~~maximum of 3 requests to clean parcel will be given. Fourth contact will be notification that your parcel~~ will be reassigned.**

5. The City of Costa Mesa is not responsible for any notices that the gardener does not receive due to change of address, e-mail or phone number. It is the gardener's responsibility to notify the City of any change of contact information.

6. Gardeners shall follow the rules of this Agreement and the attached By-laws of the Community Garden, heretofore or hereafter, established by the Recreation Manager. If a violation is found, gardeners will be notified by e-mail, telephone or in writing of the violation. If the violation is not corrected within two (2**)** weeks of the date of notification, the parcel will be considered abandoned. Violation of this agreement and/or Bylaws shall be grounds for termination of privileges afforded to the Gardener by this Agreement. Termination notification will be sent via e-mail, telephone or in writing.

7. Gardener agrees to waive and release the City of Costa Mesa, its officers, agents, employees and volunteers from and against any claims, costs, liabilities, expenses or judgments, including attorney's fees and court costs arising out of participation in City Community Garden Program, or any illness or injury resulting therefrom, and hereby agree to indemnify and hold harmless the City from and against any and all claims, except illness and injury resulting directly from gross negligence or willful misconduct on the part of City or its employees. Gardener further agrees to indemnify and hold harmless the City from and against any and all claims, except illness and injury resulting directly from gross negligence or willful misconduct on the part of City or its employees made by guests, invitees or other persons coming into the Garden premises at the actual or implied invitation or consent of the Gardener. Gardener understands that City will not be responsible for Gardener's parcel or for any personal property, which Gardener may bring into the Garden.

8. The City may terminate this agreement for any reason with 30 days written notice.

9. This agreement expires on December 31, 2012.

By Signing the Garden Renewal form, I acknowledge that I have read the Community Garden Agreement and agree to abide by all rules and regulations.