Community Garden Start-Up Guide
**Community Garden Start-Up Guide**

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Why Start a Community Garden?

Many families living in the city would like to grow some of their own fruits, vegetables, herbs, and flowers. Some want to save money on their food bills. Others like the freshness, flavor and wholesomeness of homegrown produce. And for many, gardening is a relaxing way to exercise and enjoy being out-of-doors. There are also families from other cultures who would like to grow traditional foods not available in the supermarket.

Community gardens beautify neighborhoods and help bring neighbors closer together. They have been proven as tools to reduce neighborhood crime--particularly when vacant, blighted lots are targeted for garden development. Community gardens provide safe, recreational green space in urban areas with little or no parkland, and can contribute to keeping urban air clean.

Those who are lucky enough to have sunny backyards or balconies can plant a garden whenever they have the time and energy. But what about those who do not have a place to garden? For these people, community gardens may be the answer.

We hope this guide will provide the tools necessary to create your own garden and wish you bountiful harvests for your members and your community.

Sharon Tracey  
Community Resource Coordinator  
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Tri-County Health Department
1. Get Your Neighbors and Community Involved

There is a lot of work involved in starting a new garden, so be sure you have several people who will help you. Over the years, experience indicates that there should be at least ten interested families to create and sustain a garden project. Survey the residents of your neighborhood to see if they are interested and would participate. Research on sustaining community gardens show that a strong volunteer core group, dedicated to the garden project is one of the most important factors in planning a community garden.

Talk to your neighborhood associations about your intentions to create a community garden. Create and distribute a community flyer inviting people to become involved. Post flyers in churches, senior centers, boys and girls clubs, and other community groups. Hold monthly meetings of the interested group to develop and initiate plans, keep people posted on the garden's progress, and keep them involved in the process from day one.

2. Form a Garden Committee

Many problems and headaches can be avoided by developing a vision of the garden at the very start that can be reviewed when decisions are being made. A garden committee is a way of formally organizing your garden members. It helps you make decisions and divide up the work effectively. It also ensures that every one has a vested interest in the garden and can contribute to its design, development, and maintenance. This way, group members can share in the many tasks of establishing the new garden. Such tasks include establishing garden rules, collecting garden dues, paying trash/water bills and resolving conflicts in the garden.

A garden coordinator needs to be established, duties need to be created and allocated and a timeline needs to be developed. Use the first meeting to draw out people’s interest in the garden and what they would like to see from the garden. The worksheet, Developing a Vision for Your Garden (p. 17) can guide the discussion, record the outcomes of the meeting, and be shared with people who join the garden project later. To insure that everyone feels like they were heard during this process, go around the group and ask for people’s thoughts and input. Consider using a large pad of paper to record people’s thoughts and recommendations.
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3. Find Land for the Garden

Look around your community for potential garden sites. Make sure the lot you have chosen gets at least six to eight hours of sunlight each day, is relatively flat (although slight slopes can be terraced) and free of debris. Ideally, it would be fenced with a gate wide enough for a vehicle to enter. You can also remove the asphalt or concrete to create areas for gardens, but such a garden will be much more difficult, expensive, and time-consuming to initiate.

The potential garden site should be within walking distance (1/4 to 1/2 mile), or no more than a short drive from you and the neighbors who have expressed interest in participating. If the lot is not already being used, make sure the community supports establishing a garden there. It is best to identify at least three potential sites because one or more might not be available for you to use for various reasons, and you want to end up with at least one that works out. Use the Garden Site Evaluation Checklist (p. 18) to help assess potential sites.

4. Land Use

It is illegal to use land without obtaining the owner’s permission. In order to obtain permission, you must first find out who owns the land. The county or city tax assessor’s office can tell you who owns the property. Increasingly, counties and cities are making this information available online, but you may need a street address. For properties in Adams, Arapahoe and Douglas Counties, call the Property Records Division in your city.

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Land Tenure
Is the garden site secured with a lease? Does it need to be?
Are there development plans for the garden site and what is the schedule?

Be sure to contact the landowner each year and ask about the landowner’s plans for the land. If the land is planned for development mid-season, talk with the landowner or developer about delaying the garden’s removal until November to give gardeners the remainder of season to enjoy the “fruits” of their labor. Often land is cleared months prior to any actual digging, if only to ensure that the land is ready when development is planned. Delaying a garden’s removal until after the season is good public relations for the developer/landowner and good for the gardeners’ morale.
5. Water

Every garden site must have access to water, and it is always better to have an established water system and meter on the property. Contact the water service provider in your area to find out if your potential site has an existing water meter to tie into. If there has been water service to the site in the past, it is relatively inexpensive to get a new water meter and spigots installed. For information about small water meters for spigots, contact Denver Urban Gardens (www.dug.org). It is essential that the garden have its own water source. Using water from a nearby authorized source is an option for a short period of time, but it is necessary that water be secured and paid for by the garden.

6. Contact the Land Owner

Once it is determined that your potential site is feasible, contact the landowner about their willingness to use the property as a community garden. Be sure to mention the value of the garden to the community and the fact the members will be responsible for keeping the site clean and weed-free (this saves landowners from maintaining the site or paying city weed abatement fees). Also be clear that the group may install a water tap on the property.

7. Soil Testing

Soil testing is required if the land could have been contaminated by prior uses, such as a service station or other industrial uses. It is advisable to have the soil at the site tested for fertility, pH and presence of heavy metals, such as lead or toxins. Call your city to see if they can conduct a hazard test for your garden area. For tests for soil nutrients, contact Colorado State University or your local county Cooperative Extension Agent (www.ext.colostate.edu). A soil test is relatively inexpensive, normally under $50.00.
8. Signing a Lease

In addition to the contractual agreement of occupying a parcel of land as a community garden for a defined period of time, a lease will include a waiver of liability for the property owner. The waiver is a release of the landowner from responsibility if operations of the garden cause harm to individuals of neighboring property or if someone is injured while working in the garden. This waiver simply states that should one of the gardeners be injured as a result of negligence on the part of another gardener or on the grounds of the garden, the landowner is held harmless and will not be sued. As part of the obligations of the lease, each gardener must sign a Gardener Agreement and Waiver of Liability form indicating that they understand the waiver (see pages 25-27).

Establish a term for use of the site, and prepare and negotiate a lease. Because of the community nature of the project, property owners generally will lease a site for a minimal amount (under $100.00 a year). Garden leases should be for at least 3 years or more to establish community ownership, commitment, and full growing seasons.

9. Obtaining Liability Insurance

As part of the lease, landowners may also require that your group purchase liability insurance. As insurance is not cheap and many leases require coverage of $1,000,000, community gardeners may contact their registered neighborhood organization to investigate getting an insurance rider. An insurance rider is a provision of an insurance policy that is purchased separately from the basic policy. It can provide additional benefits at additional cost. It may be possible to contact a non-profit or business that already has property nearby to put a rider on their insurance. Purchasing insurance independently is much more expensive than finding a community partner.
10. Planning the Garden

Community members should be involved in the planning, design, and installation of the garden. Before the design process begins, measure your site and make a simple, to-scale site map. Hold two or three garden design meetings at times when interested participants can attend. Make sure that group decisions are recorded in official minutes, or that someone takes accurate notes. This ensures that decisions made can be communicated to others, and progress will not be slowed. A great way to generate ideas and visualize the design is to use simple drawings or photos cut from garden magazines representing the different garden components—flower beds, compost bins, pathways, arbors, etc. that can be moved around on the map as the group discusses layout.

Use the Community Garden Planning Worksheet (p. 20) to guide discussion when designing the layout of the garden and how the garden will operate. This Planning Worksheet is a good document to review with gardeners at the annual spring meeting and make changes as needed. Please note that community gardens can be laid out as allotment gardens where individuals or families sign up for a plot, or they can be gardened collectively.

a. Basic Elements of a Community Garden

   Although there are exceptions to every rule, community gardens should always include:

   **At least 15 plots assigned to community members.** In addition to collective spaces, individual plots where people feel ownership of their allotted area will encourage long term community involvement. Raised bed plots should be no more than 4 feet wide (to facilitate access to plants from the sides without stepping into the bed), and between 8 and 12 feet long—it is advisable to construct your raised beds in sizes that are found in readily-available lumber, or that can be cut without too much waste. In-ground plots can be from 10 x 10 up to 20 x 20 feet. Pathways between beds and plots should be at least 3 feet wide to allow space for wheelbarrows or wheelchairs. The soil in both raised bed and in-ground plots should be amended with compost or sterilized manure to improve its fertility and increase its organic matter content.
**Access to water.** Develop a watering system for the community garden depending upon the resources available. A number of spigots to accommodate multiple users is necessary. Many gardens use a combination of hoses and water barrels (55 gallon food-grade barrels).

**An adjacent delivery site** for large quantities of woodchips and compost. This area should be accessible by large trucks. It is suggested that deliveries to the garden be kept to a minimum to avoid disturbing the neighbors and on-street parking conflicts. If a large delivery is necessary and there is not an area dedicated to holding the materials, garden members should be prepared and committed to removing the materials from out of the right of way and into the gardens area as soon as possible.

**A fence around the perimeter.** Fences should not exceed six feet in height, shall be a least fifty percent (50%) transparent or open if they are taller than four feet, and should be constructed of wood, chain link or ornamental metal. Best efforts should be taken to ensure that the fence is compatible in appearance and placement with the character of nearby properties.

**A tool shed** or other structure for storing tools, supplies, and materials.

**A bench or picnic table** where gardeners can sit, relax, and take a break-preferably in the shade. If there are no shade trees on the site, a simple arbor can be constructed from wood or pipe and planted with vines.

**A sign** with the garden's name, address (street location), sponsors, and a contact phone number for more information. If your community is bilingual, include information in both languages.

**A shared composting area** for the community gardeners. Wood pallets are easy to come by and (when stood on-end, attached in a U-shape, and the inside covered with galvanized rabbit-wire) make excellent compost bins. Be sure at least 2 garden members are skilled at composting. It is an exact science and requires the inclusion of the right materials and exposure. Nuisance odors and pests may become an issue if composting isn’t done properly.
b. Nice Additions to Your Garden Plan

A small fruit tree orchard, whose care and harvest can be shared by all the members. The orchard can also create shade for people as well as shade-loving plants.

Perimeter landscaping, which can focus on native drought tolerant flowers and shrubs, herbs, plants that attract butterflies and hummingbirds, or roses and other flowers suitable for cutting bouquets.

A children's area, which can include special small plots for children and a covered sand box. Be sure to provide child-sized gardening tools.

A meeting area, which could range from a semi-circle of hay bales or tree stumps, to a simple amphitheater built of recycled, broken concrete. Including a shade structure would be beneficial as well.

A community bulletin board where rules, meeting notices, and other important information can be posted.

A plot for the food bank. Contact your local food bank to see what items they would like. Consider shelf-life. If not food, then consider donating a bouquet of flowers to an organization that serves the community.

A simple irrigation system with one hose bib or faucet for every four plots. Hand watering with a hose is the most practical and affordable for individual plots (and it's almost a necessity when you start plants from seed). Drip and soaker-hose irrigation may be used for perimeter plantings and deep-rooted fruit trees and ornamentals. If no one in your group is knowledgeable about irrigation, you might need some assistance in designing and maintaining your irrigation system. Seek out a landscape contractor or nursery or garden center professional to help you develop a basic layout and materials list.

It is recommended that gardeners be responsible to water their plots, and not rely on an automated system. By requiring individuals to manually water, members have more opportunities to meet others, show commitment to the garden and be vigilant about maintaining their plots.
11. Creating a Garden Budget

Use your design to develop a materials and price list by calling local suppliers. Use the Sample Budget Worksheet (page 34) to develop the garden’s budget and determine a priority list. Developing a phasing plan is important when funds are limited, so determine which features of the garden are essential to its success (water spigots, plot markers, soil, etc.) and make sure that these are the first priorities when using funds for the garden. A budget will help identify annual expenses, how the phasing plan will be implemented, and determine how much may be needed to charge for a plot.

12. Finding Materials and Money

While some start-up funds will be needed, through determination and hard work you can obtain donations of materials for your project. Community businesses might assist, providing anything from fencing to lumber to plants. The important thing is to ask. Develop a Donation Letter (page 36) that tells merchants about your project and why it will benefit the community. Attach your “wish list”, but be reasonable. Personalize this letter for each business you approach, drop it off with the store manager and follow-up by phone. Be patient, persistent, and polite. Promptly thank these key supporters and recognize them on your garden sign, at a garden grand opening, or other special event.

Money, which will be needed to purchase items not donated, can be obtained through creative means by community fundraisers such as car washes, craft and rummage sales and community walks.

Materials (and less often money) can also be obtained by writing grants. When a grant opportunity has been identified, contact the grant foundation to see if the community garden is a good fit and what is the process for applying for a grant. There are many opportunities for community gardens that run throughout the year. Being aware of what grant deadlines are approaching and having a prepared application can reap rewards of funds or materials.

Be aware grant writing efforts can take six months or longer to yield results and many require a non-profit status for funding. It may be possible to secure a fiscal sponsor or agent with tax-exempt 501(c)3 status (such as a church or other non-profit) that will agree to administer the funds.
13. Garden Infrastructure

After establishing the garden committee, develop a garden registration form for new members (sample, page 22) and present them with a Gardener Agreement (sample page 24), set up a bank account, and determine the garden dues. This is also the time to begin scheduling monthly meetings and gather key information regarding your garden (sample, page 38.)

Many gardens have an annual spring meeting in March for the garden committee members. During this meeting:

1. Review the Community Gardening Planning Worksheet (page 20) with the garden group
2. Reassess the garden rules (often listed as part of the Community Gardener Agreement, page 22-23).
3. Review Job Descriptions as a group to see what is working and what needs to be changed. Assign people to each job.
4. Determine garden officers for following year, if applicable Review the Community Garden Health and Safety Policy (page 39) and go over safe practices within the garden.
5. Schedule workdays and special events and assign people to subcommittees for each workday or event.

14. Get Growing!

Many new community garden groups make the mistake of remaining in the planning, design and fundraising stage for an extended period of time. There is a fine line between planning well and over planning. After the initial research, designing, planning, and outreach efforts, it’s important to plant something on your site. People need to see visible results or sometimes they will begin to lose interest in the project. To keep the momentum going, initiate the following steps even if you are still seeking donations and funds for your project (again, only after you have signed a lease and obtained liability insurance).

a. Clean Up the Site

Schedule community work days to clean up the site. How many work days you need will depend on the size of the site, and how much and what kind of debris are on site. Generally, this is the day that requires the most effort, cooperation, and commitment. Make sure you have enough people to prepare the soil, build beds (if required) and create pathways. This ensures that this work day is a community effort and that the job is not too-labor intensive for any one group of people.
b. Set-up the Water System

Without water, you can't grow anything. It is essential that the means to water the garden is put in place before any planting is done. If dragging hoses from a nearby authorized property will have to do until a tap is installed, so be it, but it is best to have a separate tap (with multiple spigots) before planting.

c. Plant Something

Once you have water, the community is ready to begin planting. Consider planting larger shade and fruit trees and begin to landscape the site. If you do not yet have a source of donated plants, plant annual flower seeds in common areas to provide color and give the site a sense of ownership and care.

d. Continue to construct the garden as materials and funds become available.

Major projects in the garden may require additional assistance (extra backs and arms!). Some businesses look for opportunities for their employees to volunteer together. Also many social service organizations have programs for youth or other populations and are also looking for outdoor opportunities for their clients to help the community. See list of resources at the end of this guide.

15. Celebrate!

At this point, your ideas and hard work have finally become a community garden! Be sure to take time to celebrate. Have a grand opening, barbecue, or some other fun event to give everyone who contributed to the garden a special thank you. It is also a good time to welcome other members of the community to the garden to introduce them to the space, as well as an opportunity to give all those who donated materials or time a special certificate, bouquet, or other form of recognition.
Troubleshooting as the Garden Develops

The key to success for community gardens is not preventing problems from ever occurring, but working together to solve them when they do. The following are some of the most common problems that "crop-up" in community gardens and suggestions for solving them.

a. Vandalism

Many gardens experience occasional vandalism. Good community outreach, especially to youth and the garden’s immediate neighbors is also important. Most importantly--don't get too discouraged. Making sure that the neighbors adjacent to the garden are aware of any problems could encourage the community to become more protective of the site. If households neighboring the garden have not been invited to the site, give them a tour and offer them a plot if available. People may begin to develop ownership over the space and deter problems before they arise.

Some thorny perimeter plantings such as roses, pyracantha, or barberry can discourage vandals from entering the garden. Many gardens have a gate with a lock and combination that only the members are aware of. Though community gardens are communal places, discouraging unwanted visitors can be done by simple measures. Though it may be easy to climb a 4 foot fence, going through thorny bushes or sneaking through a locked gate may be all the obstacles a potential vandal needs to deter poor behavior.

b. Security

Invite the community police officer from your local precinct to a garden meeting to get their suggestions on making the garden more secure. Community officers can also be a great help in solving problems with garden vandalism, and addressing drug dealers or gang members in the area.

c. Communication

Clear and well-enforced garden rules and a strong garden coordinator/committee can go a long way towards minimizing misunderstandings in the garden. But communication problems do arise. It's the job of the garden committee to resolve those issues. If it's something not clearly spelled out in the rules, the membership can take a vote to add new rules and make modifications to existing rules. Language barriers are a very common source of misunderstandings. Garden leaders should make every effort to have a translator at garden meetings where participants are bilingual--perhaps a family member of one of the garden members who speaks the language will offer to help.
d. Gardener Drop-Out

There will always be some turnover in community gardens. Remember, gardening is hard work, especially in the heat of summer. Be sure to have a clause in your gardener agreement which states gardeners forfeit their right to their plot if they don't plant it within one month or if they don’t do proper maintenance. While gardeners should be given every opportunity to follow through, if after several reminders, either by letter or phone, nothing changes, it is time for the group to reassign the plot or open it to someone on the waiting list. It is also advisable that every year, the leadership conduct a renewed community outreach campaign in the neighborhood to let them know about the garden and that plots may become available.

e. Trash

It's important to get your compost system going right away and get some training for gardeners on how to use it. If gardeners don't compost, large quantities of waste will begin to build up, create an eyesore, and could hurt your relationships with neighbors and the property owner. Waste can also become a fire hazard. Make sure gardeners know how to sort trash properly, what to compost, and what to recycle. Trash cans placed in accessible areas are helpful to keep a neat and tidy garden.

f. Weeds

Early in the season, it becomes clear which gardeners are having difficulty tending to their plot. Be sure to address this concern with them early on and see if they want to share the plot or relinquish it to another gardener. Toward the end of summer, gardeners occasionally let the weeds go as their plants are typically established enough to contend with weeds. This is a good time to have a neighborhood event at the garden, to encourage gardeners to tidy up the garden and their plots. Also, schedule garden workdays in advance since you know you'll need them at least once a month and at the end of the season to put the garden to bed for the winter. Encourage gardeners to apply a thick layer of mulch to the beds and paths to reduce weed proliferation.
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Helpful Community Garden Tools

Community Flyer, p. 17 – This is an example of a flyer inviting community and neighborhood people to learn more and become involved in the new community garden.

Developing a Vision for Your Garden, p. 18 – A worksheet designed to guide a discussion and record decisions about the garden’s purpose.

Garden Site Evaluation Checklist, p. 19 – A worksheet to help folks assess potential garden sites.

Sample Letter to the Landowner, p. 20 – This sample letter is provided as a template for constructing a letter asking the landowner for permission to create a community garden on their land.

Community Garden Planning Worksheet, p. 21 – Designed to guide group decision making about how the community garden will operate.

Community Gardener Agreement, p. 23 – This form is solely an example of a gardener agreement that could be adapted for your garden group. For more examples or other possible garden rules, visit the Denver Urban Garden website.

Sample Registration Form, p. 25 – An example of a registration form that each gardener signs to start working in the garden.

Waiver and Release Form, p. 26 – This form is an example of a waiver that releases the landowner and community garden from all liabilities that may occur in the garden.

Sample Lease Agreement, p. 29 – Documentation of the agreement between the landowner and the community garden group for the terms of use.

Sample Budget Worksheet, p. 35 – An example of how to calculate cash flow for the garden, to be adapted for your situation.

Donation Letter, p. 37 – A sample letter to be used by gardeners for asking local merchants and others for donations. Adapt to your situation.

Key Garden Information, p. 38 – Information that every community garden group should have readily on-hand.

Community Garden Health and Safety Policy, p. 40 – From the Totem Town Community Garden in St. Paul, this form is distributed during annual spring meeting to remind gardeners to be safe and protocol for potential hazards in the garden.

Web Resources, p. 41
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Community Flyer
This is an example of a flyer inviting community and neighborhood people to learn more and become involved in the new community garden. Be creative with your own flyer.

You’re invited to attend the Los Valientes Garden!

What is Los Valientes Garden?
Los Valientes Garden is a new community garden in Commerce City that provides an ideal setting for people of all ages and abilities to learn how to garden or improve their gardening skills. It is also a great place to meet fellow community members and to have lots of fun being active outside.

Who can come to Los Valientes Garden?
WIC recipients
Salud Family Health Center clients
Lester Arnold High School students, faculty, staff & families
Derby District community members
Anyone with an interest in community gardening in Commerce City

How can I participate in Los Valientes Garden?
Participating in the garden is easy. Check in with a garden leader, work for one hour, then take home fresh, organic fruits and vegetables for FREE! Participants will work with the land, help grow and harvest tasty produce, and help build a healthy community.

When is Los Valientes Garden open?
Wednesdays & Saturdays
9:00am to 11:00am
mid-May through early October

Why is Los Valientes Garden good for me, my family and my community?
Community gardens are beneficial in many ways because they:
- Produce nutritious food
- Reduce family food budgets
- Conserve resources
- Create opportunities for recreation, exercise, therapy, and education
- Provide a catalyst for neighborhood and community development
- Reduce crime
- Beautify neighborhoods
- Improve the quality of life for people in the garden

Where is Los Valientes Garden?
In the backyard of Partnerships for Healthy Communities
7296 Magnolia St.
Commerce City, 80022
(just south of Los Valientes Park)

“Growing Community” – one garden at a time
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Developing a Vision for Your Garden
Defining why you want to develop a community garden will help you create a vision for your garden project. Similarly, it will help your garden group identify what you want to accomplish and how you will prioritize your garden’s goals. This will help to recruit new garden members and gain community support.

Developing A Vision for Your Garden
A Community garden doesn’t just happen, it takes hard work and commitment.
List three reasons why you (your group) want(s) to develop a garden.
1.  
2.  
3.  

Define what you want to accomplish and prioritize your goals.
Example:
1. Our primary goal is to produce fresh nutritious food for our families and our neighbors.
2. We want clean up our neighborhood block and create a beautiful garden where people can come together.
3. We want to educate youth about gardening and the importance of environmental stewardship.
List three goals your garden group wants to accomplish and then prioritize
1.  
2.  
3.  

Use your garden goals to create a brief mission statement
Example: “Our mission is to strengthen our neighborhood by maintaining a community garden that provides a common ground for neighborhood members to garden together and get to know each other.”

Create a mission statement that unites the group and the garden to a larger purpose.

Identify how your garden project will benefit your neighborhood and community.
Think of examples:
1.  
2.  
3.  
4.  

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Site Evaluation Checklist

Sun:
Shade/ Partial Shade/ Full Sun (6-8hrs):
Shading Structure Description:
Facing Southwest/South/Southeast/North/Northeast/Northwest:

Soil:
Texture (sand/silt/clay/organic matter):
Drainage (wet-moderate-dry):
Depth of Topsoil (where darker soil ends):
Compact/Loose:
ph level (soil test):
Nutrient levels (soil test): N-P-K
Lead or Other Toxins (soil test):

Topography:
Flat or sloped (degree)

Water Access:
On-site/Neighboring Apt./Home/Business/Church
Type and Proximity to Garden and Future Plots:

Site Amenities:
Shed or Tool Box Site:
Composting Site:
Estimate of # of Plots:
Visibility (safety and publicity):
Parking:
Restroom Access:
Power:
Site History (parking lot/gas station/residential):
Vehicle Access:

Neighborhood:
Interest/Involvement Level of Neighbors:
Demographic Profile (Children/young adults/adults/senior citizens):
Crime (drugs/vandalism/violent crime/theft):
Animals (deer/raccoons from the hills/dogs):

Quick Sketch of Property:
Sample Letter to the Landowner

Property Owner
123 Grand Avenue
Our Fair City, MN 55000

Dear [name of landowner],

My name is [your name]. I am contacting you on behalf of the Sunshine Community Garden Committee, a group of Neighborhood residents working on starting a community garden in the Neighborhood. Our committee has met several times for planning meetings and has started building a strong and diversified coalition of supporters for the garden including a representative of the Community Hospital Employee Advisory Council (who offered volunteers), the Sweet Library Branch, the Neighborhood Community Council, and the Lutheran Baptist church. We’ve also had the ongoing support of an experienced community garden organizer from the local non-profit organization, Denver Urban Gardens, who has attended most of our meetings.

We’ve been searching for potential sites for the Sunshine Community Garden (SCG) and have come across your property at 9th Street and Grand Avenue (926 Grand Avenue). As you might guess, the purpose of this letter is to inquire about the possibility of using your land as the site of the garden. We’d love to speak with you in person or over the phone to discuss what hosting a community garden on your property would entail. We’d also like to present to you the beautiful and vibrant community gathering space we envision and discuss our proposal in detail.

In general, the garden would be a place where community members who don't have their own gardening space (those living in apartment buildings), or who have too much shade (like so many residents in the neighborhood) could grow nutritious produce on plots that they would rent for the cost of maintaining the garden each year. In addition to making individual plots available to community members, the garden would serve as a gathering place facilitating positive social interactions. Other possible uses for community gardens include offering adult educational workshops, youth gardening programs, growing food for local food bank, and integration within senior centers.

The garden would be managed by the not-for-profit Sunshine Community Garden Committee and there would be an elected Garden Coordinator to oversee the project in its entirety, a Treasurer to handle the money generated by fundraising and the plot rental fee, and a Garden Steward who would be in charge of general maintenance of the garden and to make sure that all the gardeners are maintaining their individual plots (this means you would no longer need to take care of the site yourself).

Some of the technical issues that would need to be discussed include negotiating a lease, liability insurance, garden rules and regulations, and water access and billing. Of course, all costs for the community garden project would be covered by the SCG Committee and the gardeners. I’ve included with this letter some general information about community gardens provided by Denver Urban Gardens, including a list of some of the benefits community gardens can bring to a community. The SCG Committee is a well-organized group of interested neighborhood residents committed to the creation and continued upkeep of a community garden in the neighborhood.

Thank you for your consideration of our proposal. Please feel free to contact me over the phone, email, or by letter to discuss the community garden project in more detail. My phone number, email address, and mailing address are included below. Thanks again.

Respectfully,

SGC Representative
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Planning Worksheet

COMMUNITY GARDEN PLANNING WORKSHEET
Discuss these questions and work together to generate ideas and policies for your community garden. Add more questions as necessary and delete when appropriate.

Garden name ________________________________________________________________
Garden Opening Date ___________________________ Closing Date ________
How many plots? _____________ How many people? __________________
Will the be plot fees? __________ If so, how much? ___________________
What do plot fees include? (water tilling, tools, etc.) ____________________
What is the process for plot selection? ________________________________________________
What about for last year’s gardeners? _________________________________________________
What are specific plot care requirements (weed control, etc.) ______________________________
What if the plot is not planted or maintained? __________________________________________
Will a warning be given? _________ By whom? ______________ After how long? __________
What should gardeners have accomplished by the closing date? ____________________________
Will a portion of the fee be refunded if gardener leaves plot in good condition? _______________

What are the rules on pesticides, herbicides and fertilizers? (Gardening Matters strongly recommends only organic pest controls and fertilizers, and no herbicide use).
________________________________________________________________

If a garden OK’s chemical use, what are application rules? (for example on windy days?) __________________________________________________________
What are the garden’s policies on:
Compost Bin and its maintenance: ______________________________________________
Water .......................................................................................................................
Tools ______________________________________________________________________
Overripe/diseased vegetables _____________________________________________________
Structures/supports_________________________________________________
Trash __________________________________________________________
Parking ______________________________________________________
Locking of gate _____________________________________________________________
Planning Worksheet (cont.)

Are gardeners responsible for a common garden task? ________________________________

Are gardeners responsible for weeding the paths around their plots? ____________________

It is OK to grow tall or vining plants? ______________________________________________

Are non-gardeners and children permitted in the garden? ______________________________
What about pets? __________________________________________________________________

Who should be notified if there is a problem in the garden? _____________________________

What should a gardener do in case of an extended absence? _____________________________

Will there be a treasurer? ________________ A bank account? ________________

Who will cut grass on borders and boulevards? ______________________________________

Will the garden have a bulletin board or information kiosk? ___________________________

Do gardeners want to order seeds or plants as a group? _________________________________

Will the garden:
Set aside a plot for a food shelf? ___ Who will tend it? ______________________________
Include plots accessible by wheelchair _______________________________________________
Have a picnic table, bench, trellis or sandbox? ______________________________________
Set aside space for perennial plants (raspberries, strawberries) or fruit trees? _____________
Have a flower border? ________________ Who will tend it? _____________________________

What about a spring work day? ______________________________________________________
Must gardeners attend group work day? _________ When? ______________________________

What about a regular gardening time? _________________________________________________

What about a harvest potluck? _______________________________________________________

Tri-County
Health Department
COMMUNITY GARDEN START-UP GUIDE

Sample Community Garden Agreement

Community Garden Agreement
Rules, Terms, and Conditions for Participation

Introduction
The (organization/garden coordinator/committee) is the highest governing authority at the Community Garden.
Breaking any rules, terms, and conditions is cause for exclusion from the garden and loss of your plot.

1. You will receive one verbal warning from the garden coordinator/committee.
2. If no response or correction has been made, you will receive written notice two weeks later.
3. In another two weeks, if no response or correction has been made, you will receive written final notification that you have forfeited your gardening privileges and plot.
4. You will be allowed to reapply for another garden plot only after one year, and only at the discretion of the garden coordinator/committee.

Rules, Terms, and Conditions for Participation
If accepted as a gardener, I will abide by the following rules, terms, and conditions:

1. I use this garden at the sole discretion of Community Garden. I agree to abide by its policies and practices.
2. The fee for the use of the garden is ($xx) per plot, per year (month – month), due on or before (January 1). There are no refunds.
3. Once I have been assigned a plot, I will cultivate and plant it within two weeks. My plot cannot be left fallow or unused for any period of three weeks or longer.
4. My plot is (X x X) feet. I will not expand my plot beyond this measurement or into paths or other plots. I will keep all my plants within the limits of my garden plot and will not allow any plants to grow more than six feet high. I must keep my plot free of weeds, pests and diseases.
5. I will keep my plot, paths, and surrounding areas clean and neat. I will completely separate my trash into three groups: 1) dead plants, leaves, and other green waste plant parts; 2) rocks, stones, and asphalt; and 3) paper, plastic, cardboard, wood, metal, etc.
6. If I adopt an abandoned plot during the season, I will be happy to relinquish it the following year.
7. I will not plant any illegal plant. I will not smoke, drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs. I will not bring weapons or pets or other animals to the garden.
Sample Community Garden Agreement

8. (If the garden is fenced and locked) guests and visitors, including children, may enter the garden only if I accompany them. They must follow all rules, terms, and conditions stated here. I will supervise my children at all times when they are in the garden. I am solely responsible for the behavior of my guests.

9. The garden coordinator/committee will assign me general garden maintenance tasks each month, and I must complete them by the end of the month that I am assigned them.

10. I will water my plot according to water-wise guidelines. (If I use more than the recommended amount of water, I will pay a fee each month to cover the cost of this additional water.

11. I will attend the regular (bi-monthly) garden club meetings. If workshops are offered, I will attend at least one on each of the following topics: soil preparation and maintenance, watering the vegetable garden, and pest and disease control.

12. I will not apply any pesticides in the garden without the approval of the garden coordinator/committee.

13. I will not make duplicate keys of any locks at the garden or give my key or lock combination to another person.

14. I will not take food or plants from other gardeners’ plots. I will not take anything from the garden that is not rightfully mine.

15. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.

16. I will work to keep the garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.

17. I forfeit my right to sue the owner of the property.

Commitment
I have read and understand the application and accept these rules, terms, and conditions stated above, for the participation in the Community Garden.

Signed: ___________________________  Date: __________________________
Gardener

Approved: ___________________________  Date: __________________________
Garden Coordinator/Committee Member
Sample Registration Form

Name___________________________________________________ Date ________________
Address ______________________________________________________________________
City__________________________________________________ Zip ____________________
Phone (home)_______________________________________ (work) ______________________________

Did you have a garden plot with this community garden last year? 
______ Yes ______ No

If yes, do you want the same garden plot this year? 
______ Yes ______ No

If no, what area of the garden would you like to be in? __________________________________

A plot fee of _______ is required before the plot can be assigned. This fee will go toward expenses of the community garden (water bills, plant/seed purchases, community tools, etc.).

A clean-up deposit of ________ is required before the plot can be assigned. The clean-up deposit will be returned in the fall after you have removed all of your plants and cleaned your plot.

Please mark three areas that you would be interested in volunteering with during the season. Each gardener is expected to help during the season with general chores.

___ Site maintenance 
___ Phone calls 
___ Mailings 
___ Assigning plots 
___ Path maintenance 
___ Construction projects 
___ Watering 
___ Annual planting 
___ Fall cleanup 
___ Composting 
___ Social events

I have read the Community Garden Rules and understand that failure to meet the guidelines will result in loss of cleanup deposit fees and gardening privileges.

Signature_______________________________________________ Date ________________
COMMUNITY GARDEN START-UP GUIDE

Sample Waiver and Release Form

GARDENER’S AGREEMENT
Garden Use, Waiver of Liability, Release and Indemnification Agreement
Gardener Name: ________________________________________________________________________
Address: ______________________________________________________________________________
City and State: _________________________________________________________________________
Phone: ______________________________________________________________________________
E-mail: ______________________________________________________________________________
Emergency Contact: _____________________________________________________________________

Welcome to __________ Community Garden (the “Garden”). [Name of organization managing the Garden], called “Sponsor” or “we” in this document, is a nonprofit organization that sponsors and manages the Garden as part of carrying out its mission. This document is a legal contract between you and the Sponsor.

1. TEMPORARY RIGHT TO GARDEN

1.1 Plot. You have the temporary right to garden in plot (the “Plot”) in the Garden, [as identified in the Garden map attached to this agreement.] (In legal terms, you have a “license” to garden.) Your immediate family members may garden with you as your guests. You may use the Plot from [day, month, year] to [day, month, year] (duration of Gardener’s use of the plot).

1.2 No Refund. You understand that you will not get a refund or reimbursement for your expenses, or any other payment if you decide not to garden or if the Sponsor terminates your right to garden, even if you spend a lot of time and money on the garden. You understand that only you and no one else, including your family, has any rights under this Agreement.

1.3 Fee. When you sign this document, you will pay a fee of $____ to use the Plot. Thereafter, you will pay an annual fee, no later than [annual date of payment]. You understand that we may increase the fee in future years.

1.4 No Transfers. You cannot let anyone other than your immediate family garden here unless we give our agreement in writing.

2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

2.1 Awareness of Risk. You understand that participating in the Garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other gardeners, the Sponsor, or the owner of the property on which the Garden is located (referred to as “Landowner.”) The risks could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.
Sample Gardener Agreement

2.2 Assumption of Risk and Waiver and Release of Claims. In exchange for your right to participate in the Garden, you agree to take on the risk of harm even if the potential harm is caused by someone else. (In legal terms, you agree to “assume the risk.”) You also agree to give up (“waive”) any right you may have to sue or otherwise attempt to collect money from the Landowner, Sponsor, their board members, employees, volunteers, or anyone acting on their behalf (referred to altogether as “Released Parties”) for any losses or damages resulting from death, injury, or property damage to you, anyone else, or any property, that occurs while you or your guests are in the Garden. (In legal terms, you “waive and release all claims” against the Released Parties.) You understand that the Sponsor would not permit you to participate in the Garden without your agreeing to these waivers and releases.

2.3 Medical Care Waiver. You give up any right to sue or otherwise attempt to collect money from (“waive and release any claim from”) the Released Parties arising out of any first aid, treatment, or medical service, including the lack of such or timing of such, given in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers’ compensation, or any other benefits maintained by Sponsor.

2.4 Indemnification. You are responsible for any damages or losses suffered by the Sponsor that are caused by your or your guests’ actions.

2.5 Publicity. You agree to allow us or the Landowner to use any photographs, interviews, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of you or your guests that we or others may create in connection with your or your guest’s participation in the Garden. You agree that you do not have to inspect or approve the finished project and you are not entitled to any compensation for the finished product.

3. TERMINATION
3.1 Failure to Comply with Agreement or Garden Rules. You confirm that you have read a copy of the Garden Rules attached to this Agreement and you will comply with them. If you fail to obey the Agreement or the Garden Rules, we can terminate your right to garden.

3.2 Termination of Lease. If the Landowner terminates our Lease for the land where the garden is located, your right to garden will end. The Landowner can terminate our Lease at any time. We will notify you if the Landowner terminates the Lease.

4. OTHER PROVISIONS
4.1 Entire Agreement, Severability and Modification. If any part of this Agreement is ineffective, the remaining portions of the Agreement remain in effect. Any changes to this Agreement have to be in writing and signed by you and the Sponsor.
Sample Gardener Agreement

4.2 Third-Party Beneficiaries. You understand that this Agreement gives the Landowner a right to enforce certain parts of this Agreement against you by going to court. (In legal terms, the Landowner is an “express third party beneficiary.”)

The Landowner can enforce Sections 2 and 3.2 of this Agreement.

GARDENER

By: ____________________________
   (signature)

Name: __________________________
Date: __________________________

SPONSOR

By: ____________________________
   (signature)

Name: __________________________
Title: __________________________
Date: __________________________

Sample Lease

Model Community Garden Lease

THIS IS A COMMUNITY GARDEN LEASE (the “Lease”), dated as of , 20 , between
[ Name of Landowner ], (“Landowner”) and [ Name of Sponsor ], a nonprofit corporation (“Sponsor”).

Background

Sponsor is a nonprofit organization whose mission is [ describe mission briefly ]. In line with its mission, Sponsor wishes to develop and operate a community garden. Landowner is willing to lease land to Sponsor for that purpose on the terms described in this Lease.

Landowner and Sponsor Agree as Follows:

1. PARCEL, TERM AND RENT

1.1 Lease. Landowner leases to Sponsor the [ ]-square foot parcel located at (the “Parcel”). [ Either describe location of parcel or include as an exhibit. ]

1.2 Use. Sponsor will use the Parcel for the sole purpose of operating a community garden (the “Garden”) with plots [ or joint cultivation areas ] to be assigned by Sponsor to community members.

1.3 Term. The term of this Lease is [ ] year(s), starting on [ , 20 ] and ending on [ , 20 ]. This Lease will terminate upon the expiration of this term or the final renewal term, if any, or if either party terminates it as described in Section 4.

1.4 Renewal. This Lease will automatically renew for additional -year terms unless either Landlord or Sponsor provides written notice to the other of nonrenewal no later than [ three ] months prior to the end of the current term.

1.5 Rent. On the date that this Lease is signed and on each following anniversary, Sponsor will pay Landowner $________in rent for the next year. For each renewal term, Landowner may, in its sole discretion, increase the amount of the annual rent payment by up to % by notifying Sponsor [ three ] months prior to the start of such renewal term.

1.6 Late Payment. Sponsor’s failure to pay rent within [ seven ] days of when the payment is due breaches this Lease. If that happens, Landowner will have all of the rights and remedies provided for in this Lease and under law in the case of non-payment of rent. In addition, Landowner may charge Sponsor interest on any unpaid rent at the rate of [ 1 ] % monthly, calculated from the [ 6 ] th day after payment became due and continuing until paid.

1.7 Security Deposit. On the day that Sponsor signs this Lease, Sponsor will pay Landowner $ as a security deposit to secure performance of Sponsor’s duties under this Lease. If Sponsor breaches this Lease, Landowner may apply all or any part of Sponsor’s security deposit to any amount Landowner pays by reason of Sponsor’s default and to any damages to which Landowner is entitled under this Lease, whether those damages accrue before or after eviction proceedings or other reentry by Landowner. If Sponsor has not defaulted under this Lease, Landowner will return Sponsor’s security deposit to Sponsor when this Lease terminates.
Sample Lease (cont.)

2. OPERATION AND MAINTENANCE OF PARCEL

2.1 Parcel As-Is. Sponsor acknowledges that Landowner is not making any representations, warranties, promises, or guarantees of any kind to Sponsor, including, without limitation, any representations about the quality, condition, or suitability of the Parcel for use as a community garden. In deciding to enter this Lease, Sponsor has made its own independent evaluation of the suitability of the Parcel for a community garden.

2.2 No Landowner Responsibilities. Sponsor has sole responsibility for the planning, setup, management, and carrying out of operations on the Parcel, including, without limitation, obtaining any permits required for operating a community garden. Landowner has no obligation to make any alterations, improvements, or repairs of any kind on the Parcel, or to provide any services or other support.

2.3 Comply with Laws. Sponsor will use and operate the Parcel in compliance with all applicable zoning, environmental, and other laws and regulations.

2.4 Garden Rules. Sponsor will operate the garden in accordance with a set of garden rules substantially in the form attached as Exhibit B. Sponsor will require all persons to whom it licenses plots to enter into a gardener agreement and waiver of liability substantially in the form attached as Exhibit C.

2.5 Security. Sponsor will install and maintain a system, where practicable, to prevent entrance to the garden outside of operating hours and/or when the Parcel is unattended, such as a system of fences and locks.

2.6 No Alterations. Sponsor may not make or permit any alterations or improvements to the Parcel without Landowner’s prior written consent, except for the shed contemplated by Section 2.7 and fences, raised beds, benches, bicycle racks, picnic tables, rain barrel systems, and other features common to gardens. On the expiration or termination of this Lease, all improvements and alterations to the Parcel will belong to Landowner, except for sheds, fences, and other non-permanent improvements, and Landowner will have no obligation to reimburse Sponsor.

2.7 Equipment and Structures. If Sponsor keeps equipment or tools on the Parcel, Sponsor must install a toolbox, shed, and make a reasonable effort to keep tools stored away when not in use for gardening.

2.8 No Transfers. Sponsor may not assign, mortgage, pledge, encumber, or otherwise transfer this Lease, or sublet or allow the Parcel or any part of the Parcel to be used or occupied by others, except by persons maintaining a plot and who are party to the gardener agreement contemplated by Section 2.4. Any attempted transfer in contravention of this Section 2.8 is void and is a default under this Lease.

2.9 Right of Inspection. Landowner may enter the Parcel at all reasonable times to inspect the Parcel and evaluate whether Sponsor is in compliance with the terms of this Lease, and for the purposes of taking any other actions Landowner believes are appropriate to protect Landowner’s interest in the Parcel, or to offer the Parcel for sale. Sponsor will provide a key to any gate to the Parcel. This Section 2.9 does not impose any duty on Landowner to inspect the Parcel, report to Sponsor the results of any inspection or assume any liability of any kind arising from inspecting or not inspecting the Parcel.
COMMUNITY GARDEN START-UP GUIDE

Sample Lease (cont.)

2.10 Liens. Sponsor will not incur, create, assume, or permit the creation of, any lien on any portion of the Parcel (including any mechanic’s or materialmen’s liens). Sponsor will keep the Parcel clear of any and all liens arising out of any work performed or materials furnished to Sponsor for or at the Parcel, and any other obligations Sponsor incurs.

2.11 Commercial Enterprise Prohibited. Sponsor will not undertake or allow the undertaking of any commercial enterprise, including but not limited to sales of produce, on the Parcel.

3. EXPENSES

3.1 Utilities. Sponsor will have sole responsibility for obtaining and paying for all water, electricity, heat, sewage, storm sewer, or any other utility service used on the Parcel during the Lease term. Comment: The Landowner could agree to pay for all or some utilities or their installation.

3.2 Taxes. Landowner will have sole responsibility for all property tax returns and payments relating to the Parcel required by any federal, state, or local tax authority. Sponsor will have sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with Sponsor’s operations. Sponsor will have sole responsibility for paying all personal property taxes or assessments levied on Sponsor’s personal property on the Parcel and all income or sales taxes that result from Sponsor’s operations on the Parcel. Landowner agrees to cooperate with Sponsor to receive any tax abatements, exceptions, or other exclusions for which Sponsor may qualify.

4. TERM INATION

4.1 At Will. This Lease may be terminated at any time by either Landowner or Sponsor. Such a termination will be effective [three months] after delivery by the terminating party to the other party of a written notice of termination under this Section 4.1.

4.2 Breach by Sponsor. If Sponsor breaches any of its duties or obligations under this Lease, Landowner may provide Sponsor with written notice of the breach. If Sponsor fails to cure the breach within [30] days after receipt of such notice, Landowner may terminate this Lease by providing written notice, with the termination date effective [15 days] after delivery of such notice to Sponsor. Landowner will, in its sole discretion, determine whether the breach has been cured.

4.3 Yielding Possession. Upon termination of this Lease, Sponsor will leave and surrender the Parcel to Landowner in at least as good order and condition as on the date that this Lease is signed.

4.4 Cooperate in Transition. Upon termination or expiration of this Lease, the rights of Sponsor under this Lease will immediately, automatically, and without consideration terminate and revert to Landowner. Sponsor and Landowner will cooperate in good faith in reasonable transition activities with Landowner prior to and after termination of this Lease in order to minimize impact on the community and Landowner’s use of the Parcel.

4.5 Personal Property. If Sponsor or any gardener leaves any of its personal property on the Parcel after the termination of this Lease, Landowner may store it at a warehouse or any other location for Sponsor’s account and at Sponsor’s account and risk. Landowner will release the property only when Sponsor pays all charges relating to storage and all other amounts Sponsor owes under this Lease. If Sponsor does not reclaim its property within the period permitted by law, Landowner may sell it in accordance with the law and apply the proceeds of the sale to any amounts Sponsor owes Landowner under this Lease, or retain Sponsor’s property, granting Sponsor credit for the reasonable value of Sponsor’s property against any amounts owed by Sponsor to Landowner.
4.6 Holding Over. If Landowner terminates this Lease, any holding over by Sponsor after termination of this Lease without Landowner’s express written consent is not a renewal or extension of the Lease and will not give Sponsor rights in or to the Parcel.

4.7 Cumulative Remedies. All of Landowner’s rights, powers and remedies under this Lease are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to Landowner at law or in equity. The exercise of any one or more of these rights or remedies will not impair Landowner’s right to exercise any other right or remedy including any all rights and remedies of a landlord under or any similar, successor, or related laws.

5. INDEMNITY AND WAIVER OF LIABILITY

5.1 Indemnification. Sponsor will defend, indemnify, and hold Landowner and Landowner’s directors, officers, employees, agents, and assigns (Landowner and such persons are referred to collectively as “Landowner Parties”), harmless against all claims, liabilities, losses, damages, expenses, and attorneys’ fees (together, “Losses”), including, without limitation, Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by Sponsor or any of Sponsor’s licensed gardeners, employees, contractors, family members, guests, or any other person in a relationship with Sponsor or Sponsor’s licensed gardeners or otherwise participating in or present in the Garden (Sponsor and such persons are referred to collectively as “Sponsor Parties”), which may arise directly or indirectly from (a) Sponsor Parties’ use or operation of or presence on the Parcel, or (b) any breach by Sponsor of this Lease, including, without limitation, Sponsor’s failure to enforce garden rules and regulations, except to the extent the Loss is caused by the gross negligence or willful misconduct of Landowner. This Section 5.1 will survive any termination of this Lease.

5.2 Waiver of Liability. Sponsor releases and waives all claims against any Landowner with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by Sponsor from any causes whatsoever, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of such Landowner; (b) any loss or damage or injury to any property on or about the Parcel belonging to Sponsor, except to the extent such injury or damage is to property not covered by insurance carried (or required to be carried) by Sponsor and is caused by gross negligence or willful misconduct of such Landowner; or (c) the condition of the Parcel and suitability of the Parcel for use as a community garden. Subject to the prior provisions, Landowner shall not be liable for any damage or damages of any nature whatsoever to Sponsor caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing, or irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Parcel, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Parcel, or by anything done or omitted to be done by Sponsor Parties or any other person on the Parcel. In addition, Landowner shall not be liable for any Losses for which Sponsor is required to insure. This Section 5.2 will survive any termination of this Lease.
**COMMUNITY GARDEN START-UP GUIDE**

Sample Lease (cont.)

### 6. INSURANCE

#### 6.1 Insurance
Sponsor will, at its own cost, take out and maintain without interruption during the term of this Lease comprehensive general liability insurance naming Landowner as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than [One Million Dollars ($1,000,000)]. Coverage shall be made on an “occurrence” basis and not a “claims made” basis.

#### 6.2 Evidence of Insurance
On or before Landowner delivers possession of the Parcel to Sponsor, Sponsor will provide Landowner with a copy of the insurance policies required by Section 6.1. Sponsor will deliver to Landowner evidence of each renewal or replacement of any required insurance policy at least 10 days prior to the expiration of such policy. In lieu of the actual policies, Sponsor may deliver to Landowner a certificate of insurance evidencing Sponsor’s insurance policies, provided that Landowner also receives a copy of the endorsement naming Landowner as an additional insured.

### 7. GENERAL PROVISIONS

#### 7.1 Entire Agreement
This Lease is the entire agreement between Landowner and Sponsor and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between Landowner and Sponsor relating to the same subject matter.

#### 7.2 Modification and Severability
This Lease may be modified only as stated in a writing signed by both Landowner and Sponsor which states that it is an amendment to this Lease. If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

#### 7.3 Waiver
Any waiver of any term of this Lease must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this Lease will not be considered a waiver of that party’s rights under this Lease. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Lease.

#### 7.4 Counterparts
This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

#### 7.5 Third-Party Beneficiaries
Except as specifically provided in Section 5 of this Lease, this Lease is for the exclusive benefit of Landowner and Sponsor, and not for the benefit of any third party including, without limitation, any gardener, employee, or volunteer of Sponsor. All Landowner Parties are an express third party beneficiary of Section 5.

#### 7.6 Notices
Notices and consents under this Lease must be in writing and delivered by mail, courier, or fax to the addresses set out on the signature page of this Lease. These addresses may be changed by written notice to the other party. Notices given in the manner provided by this Section 7.4 will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier or delivery by fax.
Sample Lease (cont.)

7.7 Governing Law; Jurisdiction and Venue. This Lease is governed by [insert state name here] law. Sponsor consents to the exclusive jurisdiction and venue of the state and federal courts of [city or county, state]

This Lease is signed by Landowner and Sponsor as of the date first written above.

LANDOWNER
By: ____________________________________
Name: _________________________________
Title: _________________________________
Address: ______________________________
Telephone: _____________________________

SPONSOR
By: ____________________________________
Name: _________________________________
Title: _________________________________
Address: ______________________________
Telephone: _____________________________
**Sample Budget Worksheet**

Use this worksheet to list anticipated costs for items that your garden group have planned. Record actual expenditures and donations as they occur. *Included are some typical expenses for gardens here in this sample budget. Please note the dollar amounts used in the worksheet are not estimates and are only illustrative.*

<table>
<thead>
<tr>
<th>Line Items</th>
<th>1st Year</th>
<th>2nd Year</th>
<th>3rd Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue/Income</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plot Fees (20 plots x $25/plot)</td>
<td>$500</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>Neighborhood Start-up Grant</td>
<td>$500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garage Sale Fundraiser</td>
<td></td>
<td>$300</td>
<td></td>
</tr>
<tr>
<td>Balance from previous year</td>
<td>--</td>
<td>$700</td>
<td>$600</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>$1,000</td>
<td>$1,200</td>
<td>$1,400</td>
</tr>
<tr>
<td><strong>Expenses/ Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Basic Elements</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water bill (meter and/or hydrant hook-up)</td>
<td>$100</td>
<td>$100</td>
<td>$100</td>
</tr>
<tr>
<td>Water system (supplies, like hoses &amp; barrels)</td>
<td>$100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tool storage and combo lock</td>
<td></td>
<td>$100</td>
<td></td>
</tr>
<tr>
<td>Hand tools (shovels, rakes, trowels, pruners)</td>
<td></td>
<td>$100</td>
<td></td>
</tr>
<tr>
<td>Lease fee (if applicable)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability insurance (if applicable)</td>
<td>$100</td>
<td>$100</td>
<td>$100</td>
</tr>
<tr>
<td>Woodchips</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compost or topsoil</td>
<td></td>
<td>$100</td>
<td></td>
</tr>
</tbody>
</table>
Sample Budget Worksheet (cont.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant materials (seeds &amp; seedlings)</td>
<td>$0</td>
</tr>
<tr>
<td>Printing (agreements, flyers, etc)</td>
<td>$0</td>
</tr>
<tr>
<td>Garden sign – construction materials (stakes, board, paint, brushes)</td>
<td>$100</td>
</tr>
</tbody>
</table>

**Nice Additions (Wishlist)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulletin board – construction materials</td>
<td>$100</td>
</tr>
<tr>
<td>Pavers</td>
<td>$100</td>
</tr>
<tr>
<td>Fence $100</td>
<td>$100</td>
</tr>
<tr>
<td>Hedges</td>
<td>$100</td>
</tr>
<tr>
<td>Picnic table</td>
<td>$100</td>
</tr>
<tr>
<td>Arbor</td>
<td>$100</td>
</tr>
<tr>
<td>Tree(s)</td>
<td>$100</td>
</tr>
</tbody>
</table>

**Total Expenses**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$300</td>
</tr>
<tr>
<td>$600</td>
</tr>
<tr>
<td>$700</td>
</tr>
</tbody>
</table>

**NET INCOME (income-expenses)**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$700</td>
</tr>
<tr>
<td>$600</td>
</tr>
<tr>
<td>$700</td>
</tr>
</tbody>
</table>
COMMUNITY GARDEN START-UP GUIDE

Sample Donation Letter

Urban Garden Nursery
123 Life Street
Aurora, CO 77777

Dear Store Manager or Owner,

There is a new community garden starting in your neighborhood, The Sunshine Community Garden. Our mission is to build community through gardening by creating a space for people to come together to grow food and flowers together, sharing gardening techniques and recipes. We have identified the land, developed the design for the garden, and built a strong contingent of gardeners in the process.

We are asking Urban Garden Nursery, to help the community garden get started by providing the hedges that will go around the perimeter of the garden. We will acknowledge your donation on our garden sign.

One of our gardeners will be in contact with you within the week to follow-up our letter. Thank you for your consideration.

See you in the garden!

Sunshine Community Gardeners

________________________  __________________________  __________________________
Sally Sunrise                Abel Artichoke                  Horace Hortiman
155 Hip Hop Street          234 BeeBop Street               521 Jazz Avenue

Word of Advice:
Include a list of plants and the garden design (a rough sketch is ok) with this letter. Even if plant names are included in the sketch, it is easier of the potential donor to read if the plants are also listed separately in an easy to read format. It’s also helpful if plants are listed by both the common and the Latin name.

Communicate which plants are first priority, such as any hedges, thorny vines or other anchor plantings. Have all the gardeners sign the letter above their respective name, but one person should do the follow-up. Let the business know that the garden is serving the local community – their clientele.
**COMMUNITY GARDEN START-UP GUIDE**

**Key Garden Documentation**

Anything can happen suddenly to the garden coordinator, and with them the information they hold that makes the garden go each year. By being proactive, an accident or suddenly moving away won’t leave the garden group in the lurch and necessitate “reinventing the wheel”.

1. **Bank Account**
   - Bank Name: 
   - Bank Address: 
   - Name on Bank Account: 
   - Account-holders’ name(s) (if different): 
   - Bank Account number: 

2. **Landowner contact information and lease agreement**
   - Address of Community Garden Site: 
   - Parcel Number of garden site: 
   - Name of landowner: Name of contact person: 
   - Mailing address: 
   - Phone: Annual Fee (if any): 
   - Email: End of Lease Date: 
   - Comments: 

3. **Liability Insurance renewal**
   - Name of Insurance Holder: Contact person: 
   - Mailing address: 
   - Phone: Fee (if any): 
   - Email: Expiration Date: 

4. **Water system** (how is water handled for the garden?)
   - Water source: __________________________ Fee: 
   - *(neighbor, water hydrant, on-site water system, etc.)* 
   - Contact name, phone and email: Payment Schedule: 
   - Briefly describe the arrangement and how the water system works:
Key Garden Documentation (cont.)

5. Garbage pick-up (if applicable)
   Name of Garbage Service:
   Account Number: Fee:
   Name of Account holder: Payment Schedule:

6. Contact information for all gardeners
   Sample spreadsheet

<table>
<thead>
<tr>
<th>Name of Garden member</th>
<th>Phone number</th>
<th>Email address</th>
<th>Mailing address</th>
<th>Plot number (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

7. Information about the organizations associated with the community garden.
   Sample spreadsheet

<table>
<thead>
<tr>
<th>Name of organization/agency</th>
<th>Relationship to the garden</th>
<th>Contact person and title (if applicable)</th>
<th>Contact info: mailing address, phone, email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Community Garden Health and Safety Policy**

This safety policy is intended to demonstrate that the Community Garden (CG) recognizes our responsibility to conduct our gardening activities in a reasonable manner and to maintain reasonably healthy and safe conditions in the garden.

For the purposes of this policy, any reference to the community garden, “the garden” or “the garden site” means the general boundaries of the garden.

1) Adult gardeners are responsible for their own safety. Children of gardeners are expected to be under the control of their parent(s) or guardians(s) when at the garden site. Do not allow children to run in the garden or play on the roadway to the compost site. Young children should be escorted across the roadway if they are going to the nearby playground or to the portable toilet on the compost site.

2) If you see a hazard, unsafe condition, or situation that could result in injury or ill health, take the appropriate action. Eliminate the hazard or unsafe condition only if you are able to do it safely and are comfortable taking the action to correct the hazard or unsafe condition. Otherwise, notify the garden organizer as soon as possible.

3) Rototillers, lawn mowers, power weed trimmers, wood chippers, chain saws, or other power equipment will be operated in the garden only by individuals over the age of 16 who own the equipment or have themselves leased the equipment for use. These individuals use this equipment at their own risk.

4) The use of chemical herbicides, pesticides, and fertilizer is allowable only with the consent of the garden group and with strict adherence to all safety precautions pertaining to the product. These products may not be stored or mixed on garden site.

5) Be aware of your surroundings. Avoid being in the garden alone. Avoid secluded areas with high vegetation. If individuals or groups of people taunt, bother, or seem threatening, leave the situation immediately.

   For minor, non-emergency, incidents gardeners can notify the local police department. Also, contact the garden coordinator as soon as possible.

   For life threatening or other significant incidents, call 911 immediately. Also, call the garden coordinator.

6) Do not leave garden tools at the garden site. They should be taken away from the garden when a gardener leaves the CG.

7) No fires or fireworks will be used on the CG site.

8) Drugs or alcohol shall not be consumed on the garden site.

9) Gardeners agree to hold harmless the CG volunteer organizers and work leaders, their partnering organizations and their employees, Board Members, Officers, Volunteers and other persons and land owner(s) garden(s) from any liability, damages, loss, injury or claim that occurs in connection with association with the CG.
COMMUNITY GARDEN START-UP GUIDE

Community Garden Resources

UrbiCulture Community Farms  www.urbiculturecommunityfarms.org
The GrowHaus  www.growhaus.org
Transition Colorado  http://transitioncolorado.ning.com/
Colorado Local Sustainability  www.localsustainability.net/
Denver Back Yard Farms  www.denverbackyardfarms.org/
Denver Urban Gardens  www.dug.org
Feed Denver  www.feeddenver.com/
Eat Local Colorado  http://eatlocalcolorado.ning.com/
Mile High Business Alliance  www.milehighbusinessalliance.org/
Grow Local Colorado  http://www.growlocalcolorado.org/
Heirloom Gardens  www.eatwhereulive.com
Local Harvest  http://www.localharvest.org
Beanstalk Foundation  http://friendsofbeanstalk.wordpress.com/tag/community

National Policy and Legal Analysis Network to Prevent Childhood Obesity