

Garden Sharing Network - Sample Garden Sharing Agreement

FILL THIS IN BEFORE STARTING TO GARDEN TOGETHER

You've decided to share a garden space together, congratulations! Talking about these things ahead of time will help to make things go more smoothly. As things come up or if people get busy during the growing season and you're having trouble getting in touch, the more you've talked about, the better!



FOR LANDHOLDER TO ANSWER

Time Considerations: Are there particular times during the week when the garden space isn't available for tending?

Tool Considerations: Do you have tools to share? If so, what?

Where will they be stored, and can they be accessed if you are not home?

Soil Considerations: What is the existing soil like / do you know anything about past use of the space?

Water Considerations: Is there a water tap and hose available for use?

TO ANSWER TOGETHER - LANDHOLDER & GARDEN PARTNER(S)

WHAT WE WANT TO GROW (the fun part!!)

When making your plans about what to grow, consider what you like to eat, your site conditions, how easy to grow and productive the plants are.



Make a list of vegetables/fruits/herbs that the people involved like eating:

SHARING THE GARDENING WORK

Sometimes the yard owners are involved in the gardening and sometimes they are not. If there are going to be multiple people sharing the work, it's important to figure out how that work is going to be shared.

What is the best way to communicate with each other? (phone, email, text, in person)

What needs to happen for the initial site preparation? How/what/when?

How will watering be shared?

How will the ongoing maintenance be shared (weeding, re-planting, plant health)

You may consider a journal kept near the garden to make notes about work done/observations

HARVESTING

How you split the harvest may depend on how the work and the costs are being shared, and on the needs of the individuals/families. The landholder should receive at least a small portion of the harvest as a thank you for offering the space, and more if costs and work are also being shared. (30%-70% / 50-50 etc.)

How the harvest be shared? Will you harvest together / both take as needed and keep each other in the loop / will garden partner harvest some and leave on back door step for landholder?

COSTS

Try and estimate what costs will be involved in creating and maintaining the garden. Is soil amendment (triple mix / compost) needed to create the garden? Other costs may include tools, hose/watering can, plants, seeds, organic fertilizers / plant health products. Remember there are lots of ways to keep the cost down. If possible, we recommend landholder investing in the soil amendment costs as benefits will be had for many years to come.

PRIVACY AND SECURITY CONSIDERATIONS

Who can the gardener bring to the garden? (children, partners, friends, pets)

What space can be used (shed/storage/bathroom)? There is no expectation that indoor space be made available, it's a good idea to check out where the closest washroom is.

Are there locks and gates?

Emergency contact information:

Landholder:

Gardener:

If there is a conflict, what steps will we take to resolve it?

Name

Signature

Date

Property Owner:

Property User:

Witness:

Garden Sharing Waiver Sample

Landholder

I _____ hereby verify that I own and am entitled to administer the property located at _____, or if I am a renter, have permission from the property owner to share the garden space.

WAIVER AND INDEMNITY CLAUSE

The Property User(s), _____ accepts and will use the premises at their own risk and agrees that the Owner has made any warranties or representations respecting the suitability or condition of the premises. The User further agrees that they will indemnify and save harmless the Owner from and against any and all claims, whatsoever, including all damages, liabilities, expenses, costs and/ or any action or proceedings brought therein arising directly or indirectly from or in connection with the granting and use of the premises. The User hereby agrees to release and forever discharge the owner of and from any and all actions, causes of actions, claims and demands whatsoever arising out of or in relation to the use of the property by the User.

The Landholder (s), _____ offers the premises at their own risk. The Landholder further agrees that they will indemnify and save harmless the Property User from and against any and all claims, whatsoever, including all damages, liabilities, expenses, costs and/ or any action or proceedings brought therein arising directly or indirectly from or in connection with the granting and use of the premises.

Name

Signature

Date

Property Owner:

Property User(s):

Witness: