

**The Dornoch and District Community Association is the governing body of the Dornoch Community Garden located in the Glebe field, Dornoch.**

**TENANCY AGREEMENT**

1. I use this garden at the sole discretion of Dornoch Community Garden committee.
2. The fee for the use of the garden is £45.00 per full plot, (£30 for 2/3<sup>rd</sup> plot and £15 for 1/3<sup>rd</sup> plot) per year (January 1 – December 31), fee for full plot half a year after (beginning July 1 or later) is £22.50. Payment by cheque or BACS. Payment is due within 29 days of the date on this contract. There are no refunds.
3. Once I have been assigned a plot, I will cultivate and plant it within 30 days. I have the opportunity to garden until December. (Garden water is turned on in March and turned off in October) If I do not wish to garden during the autumn/winter, I will inform the convenor so he/she knows my plot will be unattended. If I do not inform the convenor that my plot will be temporarily unattended, and it is obvious that the plot has not been cared for, I understand that the plot may be assigned to another person.
4. I will not expand my plot beyond the given 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 understand that I must keep my plot free of weeds, pests and diseases.
5. I understand that I may not re-assign my plot to another person.
6. I will keep my plot, paths, and surrounding areas clean and neat. I will dispose of my rubbish off site in an appropriate manner. Anything I bring from my home I will take back home.
7. If I must abandon my plot for any reason, I will notify the garden convenor.
8. I will not plant any illegal or dangerous plants.
9. 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 any children at all times when they are in the garden. I am solely responsible for the behaviour of my guests.
10. I will attend the regular garden meetings
11. I will not take food or plants from other gardeners' plots. I will not take anything from the garden that is not rightfully mine
12. I will not undertake any trade from the gardens
13. If I wish to erect a shed/ shelter or other structure I will seek permission from the convenor.



### Liability Waiver

Rules and decisions governing the garden site will be made by the members of the Dornoch Community Gardens at meetings. I have read and agree to abide by the enclosed garden rules and terms and conditions. I understand that failure to abide by these rules will result in forfeiture of my gardening privileges. I understand that neither the garden group nor owners of the land are responsible for my actions. I THEREFORE AGREE TO HOLD HARMLESS THE GARDEN GROUP AND OWNERS OF THE LAND FOR ANY LIABILITY, DAMAGE, LOSS OR CLAIM THAT OCCURS IN CONNECTION WITH USE OF THE GARDEN BY ME OR ANY OF MY GUESTS.

I have read understand and agree to abide by the attached Dornoch Community Garden rules and terms and conditions.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

PLOT NUMBER ..... SIZE..... Feet

Non-compliance with the 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 Community Garden convenor.
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 convenor.
5. All conflict resolution should be directed to the Convenor of the Dornoch Community Garden