

WAUKEGAN PARK DISTRICT
Garden Plot Rental Application & Agreement

This agreement is made and entered into by and between the Waukegan Park District (hereafter, the "Lender") and individual renting the plot, identified in Section 1 below, (hereafter, the "Renter") for the use of the below identified garden plot(s).

Section 1: Details

Name/Organization of responsible party ("Renter"): _____

Phone Number: _____

Email: _____

Address: _____
(Street address) (City) (State) (Zip)

Number of plots requested: _____ 1 plot (\$25 fee) _____ 2 plots (\$50 fee)

Important Dates		
Registration opens	Garden plots open	Garden plots close
April 3, 2023	May 1, 2023	October 22, 2023

Plots are assigned, giving priority to returning renters first, then on a first come/first serve basis. A returning renter waives their prior plot use once registration opens to the general public.

Requests must be made two weeks prior to renter possessing plot. A request is considered submitted once Agreement is submitted and fees are paid.

Renter shall inspect any and all rented garden plots once it is obtained to be fully aware as to the condition of the plot. Renter has seven days from date of possession to cancel agreement and request a refund due to dissatisfaction with plot condition. After this fee is nonrefundable.

Section 2: Guidelines For Use

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, it is hereby agreed and understood as follows:

1. Renter accepts the garden plot in "AS IS CONDITION AND WITH ALL FAULTS". It is expressly understood and agreed that Lender has made no representations, expressed or implied, as to the condition of the plot or its suitability for use by Renter, including its agents and authorized users. Renter is solely responsible for determining whether the plot requested is suitable, safe, and appropriate for any intended use and understands that Lender makes no such representation.
2. Renter understands and agrees that Lender is **not** providing any supervision, instruction, training or direction in the use of said plot. Renter is solely responsible for the proper handling, storage, transportation, training, instruction, use, and supervision associated with any rented plot activities.
3. Lender will prepare garden plots for planting by tiling the soil at the beginning of the season, staking out 15' x 20' plots, identifying each plot with a numbered wooden stake & four corner flags. Renter is not to remove the stake or the flags.
4. Lender will assist renters by supplying a landscape waste container and trash container onsite. These containers should only be used for waste generated onsite. The Lender will supply a tank of water that can be used to water plants. There will not be any watering containers available, Renter will need to bring their own.
5. Renter understands that the Lender does not guarantee a certain number of gardening weeks per season. Renter may only access plot(s) during the designated garden plot 'open date' and plot 'close date' noted in Section 1, and only between the hours of sunrise and sunset.

6. Plot must be cleaned off for the season by garden plot 'close date' noted in Section 1. All plots should be cleared of all plant materials and equipment. If your garden is not cleaned up by the garden 'close date', you may lose your gardening privileges for the next season. Any materials remaining after the 'close date' will be discarded. Please remove all debris, stakes, fencing, and other items. Any items not removed by garden plot close date will be removed and discarded of by the Lender.
7. Renter may not expand beyond their plot boundaries, into paths or other plots. Plants must be kept within the limits of the assigned garden plot. Any plants extending outside of the plot area run the risk of being mowed over.
8. Each Renter is responsible for the maintenance and upkeep of their garden plot(s). Watering, weeding, harvesting, removing trash, and any other garden-related maintenance are the responsibility of the Renter. No more than 1/3 of a garden plot may be covered in weeds. Weeds should not be taller than 12". If garden plot is not being maintained, Renter will be contacted by Lender and will be given two weeks to address plot issues. If plot issues are not addressed after the two-week notice, the Lender may mow and till the garden plot and renter will lose gardening privileges for this season. Lot will go to the next person on the waiting list; if no waiting list, renter may pay an addition \$25 per plot fee to have gardening privileges reinstated. Reinstatement is at the sole discretion of the Lender.
9. The Lender is responsible for maintaining the aisles as needed. Lender is not responsible for any plants, equipment, or other items damaged that have extended into or been left in the aisles outside of a plot area.
10. The use of synthetic or chemical pesticides, fungicides, and herbicides are not permitted in the garden by Lender or Renter. Renters may only apply organic-based and natural based product in the garden. Violation of these rules may result in loss of gardening privileges.
11. Garden plots may not be planted with illegal or banned plants. Tall crops should be planted in a manner to prevent the shading of other plots. Renter may not plant Cannabis in garden plot(s).
12. Renter may use only trellises or row fencing around their own garden plot, provided they are no taller than 5 feet. All stakes, fencing, or trellises must be located within the assigned plot and must be temporary structures. Renter should also erect fences and trellises in a manner to prevent the shading of other plots. It is at the discretion of the Lender if a fencing or trellis is inappropriate; Renter will be notified if this is an issue.
13. Renter may maintain or harvest vegetables or flowers from their plots only.
14. Children are welcome in the garden but must be accompanied by an adult. The Renter is responsible for the actions of their agents and authorized users while visiting the community garden. All such persons shall conclusively be deemed to be the agents or authorized users of Renter only. Pets are not allowed in the garden plot area.
15. The Lender is not responsible for garden plot maintenance (watering, weeding, plant care, etc.), plot monitoring and security, actions of other gardeners or park users, damage, vandalism, or theft of plot plantings, stakes, fencing, tools, or any other personal property brought to the site.
16. Renter may use street parking to park vehicle. Vehicles may not be driven on grass or garden plots. Cart, wagons, or wheelbarrows may be used.

Section 3: Terms and Conditions

17. Lender may cancel this agreement at any time, for any reason, at it's sole discretion.
18. Renter shall pay Lender's costs to repair any damage to rented plot, beyond ordinary usage, as determined by Lender.
19. Renter shall use and operate the rented plot in accordance with any and all applicable guidelines for use (section 2), federal, state and municipal laws, ordinances, rules and regulations, and shall be responsible for compliance by their agents and authorized users.

20. Unless approved by Lender, Renter shall not sublease or loan any rented plot to any third party.
21. **INDEMNIFICATION:** To the fullest extent permitted by law, Renter shall protect, indemnify, save, defend and hold harmless Lender, including its officers, officials, agents, volunteers and employees (collectively "Lender"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney and paralegal fees, court costs and expert expenses), which Lender may become obligated by reason of any accident, injury or death of persons, or loss of or damage to property arising indirectly or directly in connection with or under, or as a result of this agreement, whether or not covered by insurance, regardless of whether or not it is caused in part by a party indemnified hereunder.
22. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
23. This Agreement may only be modified by written mutual consent.
24. This Agreement shall be interpreted, enforced, and construed in accordance with the laws of the State of Illinois. Venue for any litigation hereunder shall be in Lake County, Illinois; and should diversity jurisdiction apply, in the United States District Court for the Northern District of Illinois Eastern Division. By signing this agreement, Company expressly consents to personal jurisdiction in the State of Illinois. This paragraph will survive termination of this Agreement.
25. The Renter is to direct all inquiries, complaints, or concerns regarding garden plot use to the Parks Department at 1-847-360-4725. In case of emergency or concern for immediate personal safety, contact the Waukegan Police Department at 911 or non-emergency at 1-847-360-9000.

The below parties accept the terms and conditions of this Agreement.

Behalf of Renter identified in section 1

Sign Name: _____ Date: _____

INITIAL to authorize my digital or typed signature as legal: _____

Post Approval:

Renter Plot Concerns:		
Assigned Plot Number:	Date Request Submitted:	Possession date: