



PALM DESERT

CITY OF PALM DESERT

COMMUNITY GARDENS RENTAL AGREEMENT

September 1, 2023, through July 31, 2024

Name: _____ Phone: _____

Street Address: _____

Mailing Address (IF DIFFERENT): _____

City/Zip: _____ Email: _____

Palm Desert Community Garden rental is for City of Palm Desert residents only and includes use of an assigned garden plot, use of on-site utilities, and other garden amenities. All garden plots are 4'x10' in size and have an annual rental fee of \$35. Refunds will be accepted within 30 days of rental agreement signature date.

Garden Location: ☐ ~~Guadalupe~~ ☐ San Nicholas ☐ Freedom Park
 ☐ Catalina ☐ Santa Rosa

Assigned Plot #: _____

- **PLOTS ARE ASSIGNED ON A FIRST COME, FIRST SERVED BASIS**
- **MAKE CHECK PAYABLE TO THE CITY OF PALM DESERT**
- **MAIL OR DROP OFF AT 73510 FRED WARING DRIVE, PALM DESERT, CA 92260, ATTN: PUBLIC WORKS.**
- **CREDIT CARDS PAYMENTS WILL BE ACCEPTED IN PERSON OR BY CALLING 760-776-6444.**

YOUR RIGHTS: This agreement is effective for a period of 11 months commencing September 1. Once the City has received the completed and signed agreement along with full payment, you may begin working in the assigned plot.

RULES AND REGULATIONS: In order to continue operation of the Gardens as a community project, gardeners are responsible for maintaining their plots and must abide to the following:

1. **Plots are for the sole use of the paid/assigned gardener and are not transferrable.**
2. **The following is NOT permitted inside the gardens under any circumstances:**
 - a. **Smoking.**
 - b. **Illegal drugs or alcoholic beverages.**
 - c. **Anyone under the influence of alcohol, illegal drugs, or other substances.**
 - d. **Pets other than service animals.**
 - e. **Vandalizing, littering, stealing, or trespassing.**
 - f. **Flammable, combustible, or hazardous material or waste.**
 - g. **Burning of debris, vegetation, or weeds in the gardens or on any property adjacent thereto.**
 - h. **Music - Headphones are required when listening to music so other gardeners or nearby residents are not disturbed.**
3. **Keys:**
 - a. **Assigned key works for gate and restroom.**
 - b. **Freedom Park Garden key is only for gate.**
 - c. **Garden gate is to always remain locked.**
 - d. **Lock gate when exiting the garden.**
 - e. **Lost keys should be reported to the City immediately. There is a \$5.00 fee for replacement.**
 - f. **Keys need to be returned when plot is relinquished.**

4. Plots need to be tended to on a regular basis. Plots that will not be tended to for an extended period (i.e., during the summer months) need to be cleared out.
5. Gardener shall maintain assigned plot free of weeds. Produce must be harvested and not allowed to go to seed. If a plot is not being properly maintained, staff will contact gardener, and gardener will have five (5) days from date of notification to clean up the plot.
6. Gardeners shall maintain assigned plot free of pests and use organic or natural pest control products only. If the plot is found to have a pest infestation, gardener will be notified and required to eradicate pests/insects organically within five (5) days of notice. The City shall be notified immediately if there is a fire ant infestation.
7. Drip tubing system is not to be altered. Gardener will be held responsible for any damage to the drip tubing system, and potentially forfeit the plot if damage or alteration is deemed intentional.
8. The City's programmed controller provides water; however, the common area hoses can be used for manual watering if additional water is needed. The use of water should be controlled at all times so flooding is avoided. Hose bibs should be turned off after each watering.
9. Trees and illegal and invasive plants (i.e., sweet potatoes, mint, lemon balm, oregano, asparagus, and cannabis) are not permitted. Vines must be contained and not allowed to grow outside the garden plot.
10. Plant material deemed hazardous or preventing access to other gardeners will be removed or pruned.
11. No permanent structures, such as mulch bins or tool sheds are to be built or placed in the garden. Cages, trellises, and/or tools left in the garden will be disposed of.
12. Recycling bins need to be used accordingly.
13. The Community Gardens is a non-profit facility; therefore, those who use the gardens for profit will be asked to relinquish their plots immediately.

OTHER:

1. Either party may terminate this agreement upon 30-days' written notice.
2. This agreement may be terminated at the City's discretion if the gardener fails to meet their obligations under this agreement.
3. The City reserves the right to cease operation of the Palm Desert Community Gardens at any time.
4. The City shall be immediately notified if plot will be unattended for more than a month.
5. The City reserves the right to temporarily restrict access to the gardens for maintenance purposes.
6. The City is not responsible for the personal safety of the gardener or their guests while in the garden.
7. Gardener shall immediately contact the police if suspicious activity is observed.
8. The City is not responsible for damages to the garden or vegetation in the event the water supply is interrupted or discontinued.
9. The City is not responsible for lost or stolen property.

INDEMNITY AGREEMENT:

By signing below, the applicant agrees to the following: Applicant shall indemnify, defend, and hold harmless the City, its officers, employees, volunteers, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Permittee's authorized activities under the terms of this permit unless solely caused by the gross negligence or willful misconduct of the City, its officers, employees, volunteers, or agents.

APPLICANT SIGNATURE

DATE