

Nepean Allotment Garden Association
TERMS AND CONDITIONS OF GARDEN PLOT LEASE
At Viewmount Rd. Nepean ON

-READ AND SIGN THIS PAGE FIRST-

All terms and conditions of the lease will be strictly enforced. The lease may be withdrawn by the Nepean Allotment Garden Association (the Lessor) at any time, or not renewed, should the Member (the lessee) fail to use the garden plot leased to them, and NAGA property in general, according to the rules set out below.

NAGA General Rules:

1. As part of NAGA's lease agreement with the City of Ottawa, no gardeners should ever park their vehicles in the Fire Station parking lot on Viewmount Drive. Should a NAGA Member's vehicle ever be found parked at the Fire Station parking lot, the membership will be immediately cancelled with NAGA without any prior notifications.
2. Garden Members, or their guests or family members, shall not engage in behaviour or practices that are unreasonable (according to the discretion of the Board of Directors) and/or interfere with another Members use of the Gardens.
3. The Association shall incur no liability for loss, damage or injury sustained by the Members or their family groups while on NAGA Garden site (property).
4. This lease is valid ONLY in the year it is signed. Leases are renewed yearly.
5. Any dispute arising from the use or occupation of a garden plot or locker shall be settled by the directors or a person designated by them.
6. Use of the tools in the tool shed is restricted to NAGA Members only on NAGA property. Members are to return the tools to the shed when they are finished with them on the same day. Tools are the shared property of all NAGA Members and should be treated as such.
7. There is no designated Garbage Area on the NAGA property. NO GARBAGE or unwanted material is to be placed near or on any other garden plot, in the laneways or parking lot, or near or next to any NAGA garden structure, sheds, or garden boxes. Unwanted materials must be removed and otherwise disposed of off of NAGA property.
8. Paths, laneways and the parking lot must be kept free and clear of obstacles and vegetation. Rocks are not to be placed on the pathways or in the parking lot.
9. Members are allowed a MAXIMUM total garden area (including annuals, perennials (2 maximum), and raised boxes) of 900 sq. feet.

Management of the Garden plot leased:

10. The garden plot(s) designated to the Member is for the sole use of the Member and his or her immediate family only. It cannot be assigned or transferred.
11. Produce resulting from the NAGA Garden plot shall not be sold. NAGA Garden plots are for personal use only.
12. Plots and surrounding areas are to be kept neat and tidy, and the tall grass on the perimeter is to be trimmed.

13. No shed, hut, or similar walled structure, however temporary, may be built upon any garden plot at any time.
14. Members are to take proper measures to control plant disease and insect infestations. However, use of DDT, all herbicides, fungicides, and insecticides are prohibited, **except organic substances**.
15. No Member shall introduce an invasive plant species to the NAGA garden. Plants, once confirmed as invasive by the Board of Directors, must be removed. Plants are considered invasive if they are listed in either: a) Local, Ontario, or National legislation or b) www.ontarioinvasiveplants.ca
16. No Member shall plant a tree in their garden plot(s). No Member shall allow a tree to grow in their garden plot(s). Special exemption may be given by the Board of Directors on a case by case basis.
17. No Member shall grow Marijuana/Cannabis or Breadseed poppy/Opium poppy plants in their garden plot(s), whether for medicinal, personal, recreational or other use.
18. Watering is to be done only by hand and must be attended at all times. No irrigation systems or unattended sprinklers permitted.
19. Weeds must be reasonably controlled. Gardens will be inspected for weed overgrowth throughout the season.
20. All manufactured items and materials (eg. plant supports, string, and all personal implements, etc.) must be removed from the leased garden plot by October 31st of the year this lease is valid. Tall woody stems (such as corn, sunflower) can be chopped up and left in the garden plot to be tilled under.
21. Mesh fences are to be **NO taller than 3 feet (1m) and placed 6 inches (15cm)** within the border of your garden to allow for grass cutting. No plants are to be grown on these fences. Fences and trellises for climbing plants that are **taller than 3 feet are to be placed 2 feet (60cm)** inside the garden boundaries to prevent sun blockage, to allow for weeding and to prevent injury to your neighbours.
22. Encroachment: Gardeners shall not allow their plants to cross into a garden plot of another member. The encroached gardener is permitted to trim any part of an encroaching plant which is on their side of the plot boundary.
23. *Regarding the COVID-19 pandemic, Gardeners agree to:*
 - *Closely monitor and follow public health warnings, directions, and recommendations from Ottawa Public Health (OPH);*
 - *Maintain a distance of 2 metres of someone from outside my household in garden settings in order to contribute to building a positive, collaborative environment where people with different needs all feel comfortable gardening;*
 - *Wear a mask at any time when gardeners from outside my household are within 2 metres in both indoor and outdoor settings in order to contribute to building a positive, collaborative environment where people with different needs all feel comfortable gardening;*
 - *Maintain clean hands and tools for the safety of my community.*
 - *Be responsible for all individuals I bring to the garden to also follow the agreed upon measures*

By signing below, you are assuming responsibility for following the NAGA rules as stated above and signaling your intention to adhere to the lease agreement.

Name: _____

Signature: _____ **Date:** _____

Nepean Allotment Garden Association Application – 2023

Read and sign the terms and conditions of the license before completing your application.

Name: _____
Address: _____
City: _____ Postal Code: _____
Home Phone: _____ Business/Cell: _____
Email Address: _____

Check all boxes that apply and write plot or locker number(s) in grey box below:

- Renew** my current plot(s) Number(s) _____
- Renew** my locker: (Number) _____
- Change or add** a new garden plot (Number) _____

Fees: Annual plots: \$40.00 / \$35 (Seniors 65+ yrs.)

Half-annuals: \$20.00 / \$15.00 (Seniors 65+ yrs.)

Perennials: \$20.00 / \$15.00 (Seniors 65+ yrs.)

Raised/ Wood Garden: \$20.00 / \$15.00 (Seniors 65 yrs.)

Locker \$5.00

Oversized Plots: Annual \$50.00 / \$40.00 (Seniors 65+ yrs.)

Perennial \$27.00 / \$20.00 (Seniors 65+ yrs.)

Total fees submitted: \$ _____

Make cheques payable to “Nepean Allotment Garden Association”

Mail to: **NAGA Registrar, P.O. Box 65073, Merivale P.O., Ottawa, ON K2G 5Y3**

*We must receive your payment, application form and **signed** terms and conditions of license before **April 1st, 2023**. Failure to respond before deadline **will mean loss of plot**. Please note that there will be a **\$10.00 charge for a gardener's cheque returned due to lack of funds**.*

WE NEED YOUR HELP! Please volunteer for any of the following tasks! Email the NAGA Board at Nagagardens@gmail.com :

1. NAGA Clean-up Crew
2. Flower plots: planting, weeding, watering
3. Grounds Maintenance.
4. Board of Directors
5. Website, Newsletter, AGM, Socials
6. Weed Monitor
7. Registration