

**Memorandum of Understanding/Garden Agreement**

Date:

Attention: Community Garden Coordinator

**Re: \_\_\_\_\_ Community Garden Memorandum of Understanding  
and Garden Agreement**

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This is a Memorandum of Understanding between \_\_\_\_\_, Community Garden Coordinator, and the City of Vaughan and constitutes a garden agreement regarding the future planting of the \_\_\_\_\_ Community Garden that is located at \_\_\_\_\_ in the City of Vaughan.

**Terms of Use**

The term covered by this Memorandum of Understanding will be a period of one year commencing on the date set out above and ending on the first year anniversary of that date.

The intended use of \_\_\_\_\_ Community Garden is for gardening and the eventual individual/personal consumption of the produce harvested. No produce will be distributed or donated to third parties by the undersigned.

**City of Vaughan's Annual Responsibilities**

- Supply and preparation of planting area
- Supply of rain barrel(s) and/or water source(s)
- Supply of temporary fencing (if applicable)
- Maintenance of surrounding grass (cutting) and trees (pruning and fertilizing if applicable)
- Assist the Community Garden Coordinator with the communication and promotion of garden events and initiatives, as appropriate
- Assist the Community Garden Coordinator, where feasible and when necessary, with any disciplinary actions should any rules of the Gardener License Agreement be breached

**Community Garden Coordinator's Responsibility**

- Comply with the Community Garden Policy, Gardeners License Agreement, this Memorandum of Understanding/Garden Agreement and all City of Vaughan By-laws and Provincial regulations and maintain a high level of respect for City property
- Maintain regular contact with the City's Sustainability Coordinator
- Maintain a "waiting list" for those interested in participating in the garden activities
- Submit a detailed description of the proposed layout of the garden plan and community engagement plan each year

- Planting of annuals (i.e. vegetables, herbs and flowers)
- On-going bed maintenance including: weeding, watering, litter pick-up, removal of fallen or rotten produce on a weekly basis
- Ensure Gardeners are following the Community Garden Rules and Gardener License Agreement, including harvesting when required

**INDEMNITY:**

We/I, \_\_\_\_\_, shall indemnify and save harmless the City of Vaughan from any and all claims, demands, causes of action, loss, costs or damages whatsoever that the City of Vaughan may suffer, incur or be liable for, arising out of or related to the exercise of the Community Garden Coordinator's Responsibilities under this agreement.

**X**\_\_\_\_\_  
Community Garden Coordinator**X**\_\_\_\_\_  
City of Vaughan Representative\_\_\_\_\_  
WitnessName  
Date\_\_\_\_\_  
WitnessName  
Date

Date:

Date: