

COMMUNITY GARDEN MANAGEMENT AGREEMENT

The Corporation of the Town of Fort Erie
("the Town")

Between:

And

[_____]
("the Organization")

WHEREAS this Agreement has been entered into [enter date of Agreement] (the "Effective Date")

AND WHEREAS this Agreement has been authorized by By-law xx-2026

1. PURPOSE

This Agreement sets out the terms under which the Organization will manage and operate a community garden ("the Garden") on Town-owned property, in accordance with the Town-Lead Community Garden Policy ("the Policy").

2. GARDEN LOCATION

The Garden is located at: [Insert municipal address or legal description of the site].

3. TERM

The Agreement is for a term of two (2) years, commencing on the Effective Date, subject to inspection and review after the first year.

4. TOWN RESPONSIBILITIES

The Town shall:

- a) Provide the designated municipal land for the Garden.
- b) Lead the design, development, and construction of the Garden, including site preparation, soil installation, raised beds, pathways, and necessary structures.
- c) Supply initial in-kind gardening resources (soil, seedlings, plants, basic tools).
- d) Provide education and training for volunteers on planting, harvesting, maintenance, and safe practices.

Appendix 3 - Community Garden Management Agreement

- e) Support the Organization with grant applications and letters of support, as appropriate.
- f) Assign a Town Staff Liaison for coordination and communication.
- g) Make the Community Garden Program application available online and in paper format.
- h) Coordinate internal review and approval of the Organization's application.
- i) Conduct periodic inspections to ensure compliance with operational, safety, and health standards.

5. ORGANIZATION RESPONSIBILITIES

The Organization shall:

- a) Complete and submit the Community Garden Program application, including all required information.
- b) Manage and operate the Garden through a volunteer network, including planting, watering, maintenance, and harvesting.
- c) Maintain records of garden operations, volunteer activity, and harvest, and provide such records to the Town upon request.
- d) Restore the site to its original condition upon decommissioning or termination.
- e) Comply with all applicable local health regulations.
- f) Remove plantings and organic waste from the site every fall.
- g) Develop internal policies for volunteer management and harvest distribution, if desired.
- h) Ensure that no commercial cultivation for sale, cannabis, illegal substances, or raising of animals/livestock occurs on the site.

6. INSURANCE AND LIABILITY

The Organization shall:

- a) Maintain appropriate insurance coverage for volunteer and garden activities, as required by the Town.
- b) Indemnify and hold harmless the Town from any claims, damages, or liabilities arising from the Organization's use and management of the Garden, except to the extent caused by the Town's negligence or willful misconduct.

7. INSPECTIONS AND REPORTING

- a) The Town may conduct periodic inspections of the Garden to ensure compliance with this Agreement and the Policy.
- b) The Organization shall provide records of volunteer activity, maintenance, and harvest to the Town upon request.

8. TERMINATION AND DECOMMISSIONING

- a) Either party may terminate this Agreement with sixty (60) days' written notice to the other party.
- b) Upon termination or expiry, the Organization shall restore the site to its original condition, including removal of all plantings and organic waste.
- c) The Town may revoke this Agreement if the Organization fails to maintain or manage the Garden in accordance with this Agreement or the Policy.

9. GENERAL

- a) This Agreement is governed by the laws of Ontario.
- b) Any amendments must be in writing and signed by both parties.
- c) Notices under this Agreement shall be delivered to the addresses set out below or as otherwise notified in writing.

10. NOTICES

Where this Agreement requires notices to be delivered by one party or the other, such notice shall be given in writing and delivered either personally, by e-mail, by prepaid first class mail by the party wishing to give such notice to the other party at the address noted below:

To the Organization at: [Name of Organization]
[Address of Organization]

Attention:
Tel. No.:
Email:

To the Town at: The Corporation of the Town of Fort Erie
1 Municipal Centre Drive
Fort Erie, ON L2A 2S6

Attention: Breanna Antonio
Tel. No.: (905) 871-1600 ext. 2501
E-mail: bantonio@forterie.ca

Appendix 3 - Community Garden Management Agreement

IN WITNESS WHEREOF the Town has hereunto affixed its Corporate Seal under the hands of the Director of Planning & Development Services, and the Organization has hereunto set their hand and seal.

**SIGNED, SEALED AND
DELIVERED** in the presence of:

Print Name:

)
)
) [Name of Organization]
)
)
)
) _____
) Name:
) Title:
)
) **THE CORPORATION OF THE TOWN OF**
) **FORT ERIE**
) Per:
)
)
) _____
) Wayne H. Redekop
) Mayor
)
)
) _____
) Peter Todd
) Town Clerk
)
) **We have authority to bind the Corporation**