

## COMMUNITY GARDEN SUBLEASE

NAME: \_\_\_\_\_ (“Participant”)

ADDRESS: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

I agree to follow the guidelines listed below, and I accept the following responsibilities. I understand that this is required in order for me to be a Participant at the "Monticello Area Community Garden" in Monticello, Illinois ("Premises").

1. I accept full responsibility for the maintenance of my individual garden plot on the Premises, and I accept shared responsibility for maintenance of common areas of the Premises and furnishings, including tool storage, compost and water access. The maintenance responsibilities include proper usage of water spigots/hoses, composting all plant debris, and carrying out all trash and all other duties reasonably required by the garden coordinator.

**As a Participant, I understand the importance of garden upkeep and improvement.**

2. I will submit a rental payment of \$20-35 dollars for gardening year 2021. I understand that the rental fee is dependent on the size of my garden plot. I understand that this payment is not refundable. In addition to the annual \$20-35 fee, a \$15 deposit is required of new participant gardeners.
3. I will notify the garden coordinator if I cannot care for my plot. During periods of absence, I will make arrangements for my plot to be watered and maintained. I understand that if my plot appears to be neglected or abandoned and the situation is not corrected, I will be given email and/or telephone notice by a coordinator and my plot may be forfeited. In the event of an urgent need, this notice requirement may be waived in the sole discretion of the garden coordinator.
4. I will remain on the Premises while using the water.
5. I will use only pesticide, herbicide, and fungicide or other products approved for organic use. Violation of this rule is grounds for immediate forfeiture of my garden plot and deposit. I acknowledge that information on organic gardening methods is available through the garden coordinator.
6. I will notify the garden coordinator upon voluntary termination of my contract and will clear my plot.
7. I will respect my fellow gardeners by not disturbing them or their plots or property in any way and by using shared space appropriately.
8. I agree to follow the gardening rules as established by the community garden committee.

In consideration of my use of the Premises, I will indemnify, hold harmless, release, and discharge KIRBY MEDICAL CENTER, an Illinois corporation, and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS FOR UNIVERSITY and each of their employees, agents, volunteers, attorneys, guests and sponsors (individually "Releasee" and collectively, "Releasees") from and against all liability, damages and costs, including reasonable attorneys' fees, and any and all claims or demands that each Releasee may possess or incur on account of injury to the person or property of me, as Participant, or my agents, representatives and guests or others, without limitation, whether caused by the negligence of the Releasees or otherwise, or on account of any failure on my part to perform or comply with any of the provisions contained in this Agreement.

I agree to comply with all laws that now or at any time hereafter may be applicable to the Premises, and I shall procure, pay for and maintain all permits, licenses, approvals and other authorizations required or necessary for my use of the individual garden plot assigned to me, if any.

**NOTE:** Participant's use of the Premises does not in any way include or guarantee insurance coverage of any kind or grant any property or ownership interest to Participant.

I have read this Community Garden Sublease, fully understand its terms, understand that by signing it I have given up substantial rights on my behalf that may be available to me for the ordinary negligence of Releasees, sign it freely and voluntarily without any inducement, assurance, or guarantee being made to me, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Date: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_