

**COMFORT LIVING AND ASSOCIATES, NFP**  
**COMMUNITY GARDEN AGREEMENT**  
P.O. Box 9894, Springfield, IL 62791-9894



Agreement can be mailed or provided to staff at the Community Garden.

**COMMUNITY GARDEN**

This Agreement entered into between Comfort Living And Associates (CLA), hereinafter referred to as "Organization", and

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Additional Gardener Name \_\_\_\_\_ Contact Phone \_\_\_\_\_

Number of Requested Plots \_\_\_\_\_

Mark Months Actively Gardening

Spring/Summer/Fall

\_\_\_\_\_ March \_\_\_\_\_ April \_\_\_\_\_ May \_\_\_\_\_ June \_\_\_\_\_ July \_\_\_\_\_ August \_\_\_\_\_ September \_\_\_\_\_ October

List plants plan to grow - vegetables, flowers, perennials, etc. (6ft height limit on plants) No tobacco or illegal plants grown

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Hereinafter referred to as "Lessee", in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. **GARDEN SPACE.** Organization shall lease:

Garden Space Number \_\_\_\_\_ located at **2245 E. North Grand Avenue, Grandview, Illinois 62702** to Lessee. Lessee hereby certifies that Lessee is 18 years old or older. Lessee agrees to use the Garden Space as a garden only and that no illegal activity will be conducted on the premises.

2. **TERM.** The term of this lease shall be from the date of execution through November 1, 20\_\_\_\_.

3. **RENT AND ACCESS.** Lessee shall pay \$30.00 per space as rent for the term of this Agreement.
- Lessee agrees that rent shall be due upon execution of this Agreement.
  - Lessee will be provided access to the Garden Space.
  - Lessee shall have access to the Garden Space during daylight hours only, which are subject to change at the discretion of the Organization.
  - Lessee agrees that the only persons allowed on the Garden Space are the Lessee and Lessee's guests.
  - **Lessee agrees that NO pets (except service animals) are allowed inside the Garden entrance gate.**
4. **PARKING.** Lessee shall park vehicles, or any other mode of transportation, in areas designated by the Organization as garden parking.
5. **SUPPLIES.** Lessee shall be responsible for providing tools, seeds, and other supplies. The Organization agrees that water will be provided in the Garden Space.
6. **GARDENING RESTRICTIONS.**
- Lessee agrees that all plants grown in the Garden Space shall not exceed 6 feet in height.
  - **Pesticides are strictly prohibited.**
7. **MAINTENANCE OF SPACE.** Lessee agrees to maintain the Garden Space in a well-kept condition and to remove all debris from such space. Lessee agrees to dispose of weeds and plant materials in designated compost areas. Lessee agrees not to leave or store supplies or anything else on the Garden Space, except as approved by the Organization. Lessee agrees to promptly notify the Organization of any potentially dangerous problems concerning the Garden Space, and to notify the Organization immediately of any hazards caused by any other person leasing Garden Space. Lessee agrees that the Organization is not responsible for theft, vandalism, or any other damage to any type of personal property or the garden.
8. **TERMINATION and EVICTION.** Lessee agrees that a breach of any term of this Agreement shall be cause for immediate termination of this Agreement and eviction from the community garden. Lessee agrees that any personal property, remaining on the Garden Space five days after Lessee has been notified to remove such property, shall be presumed abandoned and forfeited to the Organization, which shall dispose of such property at its discretion. If this Agreement is terminated for any reason after plants have been planted in the garden, Lessee agrees to forfeit all rights, title and interest in such plants to the Organization.

**Release and Indemnity.** Lessee, for it and its employees, agents and representatives, and its heirs, successors, assigns, executors and administrators, agrees to fully and forever release and discharge the Organization and its officers, employees and agents, and their heirs, successors, assigns, executors and administrators, from any and all claims, demands, rights of action or causes of action, present or future, whether the same be known, unknown or anticipated, resulting from or arising in connection with the lease which is the subject of this Agreement. Lessee further agrees to assume all risk of loss and to indemnify and hold the Organization and its officers, employees and agents, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys and witness fees, and expenses incident thereto, for injuries to persons, including death and mental anguish, and for loss of, damage to, or destruction of property, including property of the Organization, or any other injury, including infringement of the patent, copyright, trademark, service mark or trade secret, resulting from or arising out of or in connection with this lease.

**Assignment.** This Agreement shall not be assigned nor shall Lessee utilize any sublessee without the prior written consent of and upon such terms as required by the Organization. Obligations provided for in this Agreement shall remain the obligation of the initial Lessee, irrespective of approved subleasing or assignment otherwise provided.

**Termination.** Lessee may terminate this Agreement upon 10 days written notice to the Organization. The Organization may terminate this Agreement upon written notice to the Lessee.

**Independent Status.** Lessee is an independent lessee, and shall maintain sufficient supervision and control over the activities allowed under this Agreement to insure that said activities shall be performed in a good and workmanlike manner at all times.

**Force Majeure.** The Organization has the sole authority to cancel this Agreement if the Organization determines that the lease is prevented, rendered impossible or infeasible by any act, or regulation of any public authority or bureau, civil tumult, strike, epidemic or outbreaks, interruption in delay of transportation services, war, act of God, emergencies or any other similar or dissimilar cause beyond its control. If this lease is cancelled under this paragraph, it is understood and agreed that there shall be no claim for damages by either party to the contract, and that the parties' obligations under this Agreement are deemed waived. If this lease is cancelled under this paragraph, the Organization will notify the Lessee and return all monies paid to the Organization under this Agreement.

**THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES.** Any modifications must be in writing and must be signed by all parties. If any provision of this Agreement should be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

***THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES***

**LESSEE NAME**

**COMFORT LIVING AND ASSOCIATES, NFP**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_  
Director/Designee

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

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