



2024 LaBonte Community Garden - Lease Agreement

The LaBonte Community Garden offers Albany County residents a community gardening experience through the Community Garden Plot program. The following rules and guidelines help ensure that participants have positive gardening experience, and the garden plots continue to benefit the community.

To be eligible to lease a plot, gardeners must:

- 1) Be residents of Albany County.
- 2) Have submitted the rent payment and current contract to LRCD.
- 3) Grow fruits, veggies, or herbs for personal consumption, not commercial purposes.
- 4) Agree to comply with all garden plot rules, *including Fall Clean-Up Requirements*, for the duration of the rental agreement.

RULES

By signing the Garden Plot Rental Contract, participants acknowledge that they have read and understood the following rules:

1. Keep gardening activities within designated plot boundaries. One plot per residence.
2. If digging deeper than 12 inches, please contact Laramie Rivers Conservation District (LRCD) Garden Coordinator beforehand. Irrigation pipes are shallow and may be damaged by deeper digging.
3. Keep weeds under control.
4. Remove spent plants and keep crops harvested throughout the season.
5. Do not bring rocks into the gardens (unseen stones can break the tilling equipment).
6. Temporary fences along the edges of your plot for keeping out small animals are allowed.
7. Fence material needs to be safe and in good condition. Do not use a material that is sharp, rusty, or has protrusions that could cause injury. Be sure that your fence does not interfere with your neighboring gardener (shading, etc.) Maximum height is 32".
8. Raised beds, trellises, and deck box containers are allowed.
 - a. These must be non-permanent. Gardeners supply their own materials and must remove all structures when no longer leasing plot.
 - b. Be aware that not all construction materials are food safe.
9. No storage of lumber, fencing material, or other materials not in use in the garden.
10. Do not leave garden tools at plots. LRCD is not responsible for any items left in the gardens.
11. Row covers for extending the growing season are okay if anchored securely and removed at the end of the season.
12. Do not leave containers with water in the garden. They provide habitat for mosquito reproduction.
13. Weed cloth is acceptable as long as it does not block water infiltration (is permeable).
14. No stone, carpet, and artificial turf mulches are allowed.
15. Do not place any plants, weeds, or trash anywhere outside your plot or in the surrounding park.
16. Take all trash with you when you leave the garden.
17. **No pets**, except certified service animals, are allowed inside the garden area. Please keep all animals outside of garden plots.
18. Complete Fall Clean-Up by November 15th or sooner if winter comes early.
 - a. Clean-up activities include removing dead plants, weeds, and **all personal items** from the garden including stakes, posts, signs, netting, hoses, garden tools, etc.
 - b. Fall soil amendments are encouraged if you plan on leasing your plot the following season.

Plant Restrictions:

19. No aggressive plants are allowed including **dill, yarrow, hollyhocks, cornflowers, Bachelor buttons, and flax.**
20. Please harvest chives prior to flowering.
21. Mint is allowed if planted in a bucket with a bottom so that roots are not allowed to spread. Mint must not go to seed.
22. Do not plant woody plants such as trees, shrubs, roses and woody vines, etc.
23. No illegal plants or plants designated as noxious in Wyoming. Visit <http://albanycountyweedandpest.com/noxious-weeds.html> for a list of noxious weeds.

Fertilizer/Herbicide Notes and Restrictions

24. Organic practices are strongly encouraged.
 - a. Non-organic chemical control of insects or weeds is a last resort use.
 - b. Keep a log of what amendments and chemicals are used (date of application, the item used, and share this information with the Garden Coordinator). A form will be provided if requested.
 - c. Do not leave any fertilizer or pesticide products at the gardens.
 - d. Note: The City of Laramie Parks Department does use herbicides and insecticides outside the fenced garden area. Signs are posted on their application days.

Gardeners who are not in compliance with these rules will:

- Receive notice by email or phone from LRCD Staff
- Have 14 calendar days to correct the problem upon receipt of the notice; and,
- If the problem is not fixed or addressed within the allotted time frame, the garden plot may be reclaimed and reassigned.

LRCD reserves the right to not renew any garden contract for the following year, particularly to gardeners not in good standing.

LaBonte Community Gardens – Administration & General Information

LaBonte Community is managed by Laramie Rivers Conservation District (LRCD) staff. Should you have any questions, please contact our office by phone or email.

Main phone: 307-721-0072

Email: info@lrzd.net

Office Address: 5015 Stone Road, Laramie 82070

Rental Procedures

1. Garden plot contract runs from April 15th to November 15th of the same year.
2. Gardeners in good standing will receive renewal contracts via mail or email in March.
3. Signed contracts and payment must be returned to LRCD.
4. Keep your contact information current at all times with the LRCD Office.
5. Plots that have not been paid for will be reassigned to new gardeners, unless LRCD has agreed in writing to other arrangements.
6. The lessee agrees to abide by the rules and guidelines of the program.
7. Lessee is solely responsible for family members and others who help in the plot and a waiver of liability (below) must be signed by anyone working in the gardens.
8. A gardener whose plot is in compliance may request to LRCD staff to trade to a different available plot. This request should be made by calling LRCD during the Fall and Winter months.
9. Gardens beds on wheels are available for gardeners requiring special accommodations.

Waitlist

- There is a waitlist for garden plots. To be added to the waitlist, contact LRCD at 307-721-0072.
- Plots are rented on a first-come, first-serve basis.
- Names remain on the list until a plot is available or until the person asks for their name to be removed.

Existing Plot Rentals

- If a gardener is unable to fulfill the terms of their contract or no longer wants the plot, it will be offered to the next person on the list
- All plots are rented in their existing condition.
- If the plot has already been planted, the new lessee can keep or discard plants as desired.
- LRCD staff will share info on the plot's history of amendments and product use, if available.
- Full annual rent must be paid for the calendar year in which the plot is accepted.
- Plot rentals are not pro-rated.

Inspection and Mentoring

- LRCD staff will monitor plot conditions throughout the season.
- If there is a concern with your plot, you will be contacted by phone or email.
- Gardeners who fail to address the problem within 14 calendar days, risk having their garden reclaimed and reassigned to a new gardener. No refunds are given if the plot is reclaimed.

Plot Return Policy

- Gardeners may return their plots at any time by contacting LRCD staff at 307-721-0072
- Garden plots may NOT be given to others or subleased.
- Fees are NOT returned or prorated if a garden plot is returned before Nov 15 (end of season).

Safety

- Non-potable water is for irrigation use only
- Renters garden at their own risk.
- There is an active observation beehive on site.
 - Bees frequent the pollination and garden beds; please treat them with respect.
 - Avoid walking on the south side of the beehive, where the bees enter/exit the hive.
- Since all plot locations are in public parks, the public cannot be banned from these areas.
- LRCD or any entities within the City of Laramie assumes no responsibility for any loss or damage to personal property, plants or produce at the garden plots.
- Should you observe illegal activities, such as theft, alcohol use, malicious damage, etc., please contact the City of Laramie Police Department at 307 721-2526 (Non-emergency) or 911, if an emergency.

SIGN AND RETURN LEASE AGREEMENT, LIABILITY WAIVER, AND RENTAL FEE TO:

**Laramie Rivers Conservation District
5015 Stone Road
Laramie, WY 82070**

Make Checks payable to Laramie Rivers Conservation District (LRCD), Include plot name/number on check

****Keep Page 1 through 3 for your records. Return Contract to LRCD w/ Payment****



LABONTE COMMUNITY GARDEN LEASE AND LIABILITY WAIVER

I, _____ (print full name), am a participant in the LaBonte Community Garden, a project of the LaBonte Park Outdoor Learning Center. As a condition of being allowed to participate in the Community Garden, I agree to the following:

1. I have received, reviewed, understand and agree to abide by the policies relative to the use of the LaBonte Community Garden and understand that the use of the LaBonte Community Garden may be denied if policies or rules are not followed.
2. I understand that my use of the LaBonte Community Garden is voluntary and I do so at my own risk. I understand that neither Laramie Rivers Conservation District or the Laramie Parks Department or City of Laramie are responsible for my actions.
3. I understand that gardening is a potentially hazardous activity and hereby agree to expressly assume and accept all risks associated with gardening and the use of the LaBonte Community Garden, including, but not limited to, those caused by terrain, facilities, soil conditions, temperature, physical exertion, insect/rodent exposure, chemical exposure and actions of other people, and assume any expenses and liabilities I incur in the event of an accident, illness or other incapacity. If I have had any questions about the LaBonte Park Community Garden, its nature, risks or hazards, I will contact the Garden Coordinator and discuss those questions with him or her to my satisfaction.
4. As consideration for being allowed to use LaBonte Community Garden, I hereby agree that I, and my assignees, heirs, guardians, and legal representatives waive, release, and forever discharge Laramie Rivers Conservation District, City of Laramie and the City of Laramie Parks Department, each of its officers, agents, employees, representative, and all others from any and all responsibilities or liability for injuries (including death), damages or loss including claims or causes of action, including those caused by the negligent acts or omissions of any of those mentioned, resulting from my use of the LaBonte Community Garden or in any activities connected with the community garden.

5. Assigned Plot Name: _____
Rental Fee: _____

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.

Adult Participant(s):

Signature

Printed Name

Email Address

Phone

Date

Mailing Address: _____

If participant is under 18 years of age, parent or guardian must read and sign the following:

This release, its significance, and assumption of risk have been explained to and are understood by the minor.

Minor's Name

Minor's Name

Parent or Guardian Signature

Printed Name

Email Address

Phone

Date

LaBonte Community Garden Representative

Printed Name

Date