

# Sample Agreement to Use Property for Food Garden

Prepared by the Sustainable Economies Law Center, Oakland, CA

*(Please note: This Sample Agreement was prepared by the Sustainable Economies Law Center to provide guidance and ideas to individuals wishing to enter into an arrangement to use land for food growing. This Sample Agreement does not constitute legal advice, nor will it be applicable to every situation. Each person who uses this Agreement as a model should adapt it to their own purposes, preferably in consultation with an attorney. Many legal issues come up when growing food in urban areas, particularly when that food will be sold. This Sample Agreement does not address every legal issue or scenario, and its thoroughness should therefore not be relied upon. That said, happy gardening!)*

This Agreement is made between \_\_\_\_\_ (“Owner”) and \_\_\_\_\_  
\_\_\_\_\_,  
(collectively referred to as “Gardeners”). Owner owns a [vacant lot/home] located at \_\_\_\_\_  
\_\_\_\_\_ (referred to as the “Property”).

Gardeners are a loose affiliation of friends with an interest in farming and a desire to plant a vegetable garden on Owner’s Property. Owner supports Gardeners’ desire to grow food, and allows Gardeners to use the Property on the following terms:

1. **Agreement:** Owner Agrees to allow Gardeners to use the Property for the purpose of growing a food garden. As consideration for the right to use Owner’s Property to garden, Gardeners agree to:

\_\_\_\_\_  
\_\_\_\_\_  
(Examples: “Pay Owner \$1.00,” “Pay Owner \$200 per month.” or “Allow Owner to consume produce grown on the Property,” etc.)

2. **Section of Property to be Used by Gardeners:** Owner agrees that Gardeners may conduct gardening activities on the portions of the Property described as follows (or shown in the attached Map of Property):

\_\_\_\_\_  
\_\_\_\_\_  
Optional (if the Property is also a home): Gardeners acknowledge and understand that Property is Owner’s home. Gardeners agree to respect Owner’s privacy and personal space, and therefore agree not to enter onto portions of the Property that are not designated for use by Gardeners.

3. **When Gardeners May Have Access to the Property:** Owner agrees to allow Gardeners to be on the Property on the following days of the week and during the following hours:

\_\_\_\_\_  
\_\_\_\_\_

4. **Who May Be on the Property and Take Part in Gardening Activities:** Owner agrees that Gardeners may invite guests onto the Property to visit the garden or to help with the garden, as long as at least one of the Gardeners is with the guests at the garden. If Gardeners wish to give anyone else regular and unsupervised access to the garden, Gardeners must first receive Owner’s permission. Owner encourages Gardeners to invite and include neighbors in the garden project. Gardeners may invite neighbors to periodic “garden parties.” Owner may take part in gardening activities as much or as little as Owner wishes.

5. **Use of Produce:** All fruits, vegetables, and herbs grown on the Property will be consumed by the Gardeners, shared with Owner, given to neighbors or friends, or donated to charity. Gardeners will not sell the produce and do not intend to profit from the arrangement. Owner may consume produce from the garden, but agrees not to take more than is reasonably needed for personal consumption.
6. **Design and Appearance of the Garden:** Gardeners agree to maintain a tidy appearance on the Property, which includes removing dead plants and leaves and clearing debris. Gardeners agree to regularly water, weed, cultivate, and otherwise maintain the garden. Gardeners will adhere, roughly, to the design and layout provided to Owner and attached to this Agreement.
7. **Construction of Raised Beds:** Gardeners may construct raised beds on the Property. If the Owner so requests, Gardeners shall remove the raised beds on the termination of this Agreement.
8. **Construction of Greenhouses:** Gardeners may, if they wish, construct one or more small greenhouses or hoopouses on the Property. If any permits or approvals are required for the construction of any greenhouse, Gardeners must see to it that such permits and approvals are obtained prior to construction. If the Owner so requests, Gardeners shall remove any greenhouses on the termination of this Agreement.
9. **Where Gardeners Will Store Tools and Other Items:**

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10. **Arrangement for Access to Water:**

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11. **Gardeners' Access to Bathrooms:**

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12. **Arrangement for Managing Waste and Compost:**

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13. **Arrangement for Parking:**

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14. **Use of Pesticides, Herbicides, and Other Chemicals:** Gardeners agree to avoid use of chemicals, and use organic farming methods as much as possible. Prior to using any non-organic pesticides or herbicides, Gardeners shall consult with Owner and receive Owner's permission.
15. **Testing and Remediation of Soil:** Owner warrants that, to Owner's knowledge, nothing toxic has been dumped and lead-based paints have not been used on the Property. Gardeners agree to conduct a standard soil test through the UMass Amherst Soil Testing Lab. Should dangerous toxins or heavy metals be found in the soil, then this Agreement will be suspended and Gardeners will not begin gardening until the Owner and Gardeners feel satisfied that the soil has been remediated or that Gardeners have found a way to avoid plant contact with contaminated portions of the soil.

16. **Animals:** Unless and until Owner agrees to allow animals on the Property, Gardeners agree not to keep bees, chickens, goats, or other kinds of animals on the Property.
17. **Avoiding Nuisance:** Gardeners will take care to ensure that water run-off, dust, visitors, and noise do not bother neighbors. Should neighbors complain that the gardening activities are a nuisance, Gardeners agree to cooperate with Owner to find a solution that will reduce or eliminate the nuisance.
18. **Costs:** Unless otherwise specified or agreed to by the parties, Gardeners shall be responsible for all costs related to the garden, including but not limited to, soil, tools, water, seeds, seedlings, and fertilizer. Owner shall be responsible for the following costs:

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19. **Acknowledgment of Risks:** Gardeners acknowledge and understand that there are risks and dangers involved in entering onto the Property for the purpose of gardening. This includes, but is not limited to: risk of injury from lifting heavy objects, falling or tripping on uneven surfaces or debris, risk of food borne illness arising from eating vegetables, strain from digging, bending, kneeling, and so on. **Gardeners assume all risk of loss, injury, and illness, however caused, arising in connection with gardening on Owner's Property.**

20. **Reduction of Risk:** Gardeners will take care to remove hazards from the Property, including but not limited to holes, sharp objects, or items that could cause people to trip and fall. Gardeners will use care in lifting, using ladders, and other activities that could result in strain or injury. Gardeners will carefully supervise any visitors to the Property, especially if visitors are children. (Optional: Prior to beginning to garden on the Property, Gardeners agree to construct fencing around the perimeter of the Property, at Gardeners' own expense.)

21. **Agreement to Release Owner from Liability:** As consideration for the privilege of gardening on Owner's Property, **Gardeners agree not to make a claim against or sue Owner for injury, loss, or illness that Gardeners may experience in connection with gardening in Owner's yard.** Gardeners agree to indemnify, hold harmless, and defend Owner from all claims, liability, or demands that Gardeners or any third party may have or in the future make against Owner for injury, loss, or damage arising from the gardening on Owner's Property or consuming food grown on the Property. This is intended to be a complete release, discharge, and waiver of any and all actions, causes of action, or lawsuits against Owner arising in connection with Gardeners' presence on Owner's Property for gardening purposes.

22. **Insurance:** Gardeners agree to carry the following insurance in connection with their activities on the Property:

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Owner agrees to carry the following insurance in connection with the Property:

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23. **Damage to the Property:** Should Gardeners' activities result in any damage to the Property or to structures on the Property, Gardeners agree to repair such damage at Gardeners' own expense, or Gardeners agree to compensate Owner for the value of property damaged.

24. **Handling Disputes:** If a dispute arises between Owner and Gardeners, and that dispute cannot be resolved through discussion, then parties agree to attend at least one mediation session. Parties will share the cost of the mediation.

25. **Duration of this Agreement:** This Agreement will be effective and Gardeners may begin gardening on \_\_\_\_\_ (date). This Agreement will terminate on \_\_\_\_\_ (date), unless the Agreement is terminated sooner by Owner or Gardeners. When this Agreement is terminated, Gardeners will cease to garden on the Property. Alternatively, Gardeners and Owner may agree to renew this Agreement at any time and for any duration they choose. Such renewal will be agreed to in writing.

26. **Termination by Owner:** Under the following circumstances, Owner may terminate this Agreement early, so long as he/she provides three months notice of termination to the Gardeners:

- a. Owner decides to sell or develop the Property;
- b. Owner or Gardeners are found to be in violation of the law as a result of the gardening operation;
- c. Gardeners fail to comply with the terms of this Agreement, even after their failure to comply is pointed out to them, and they are given a reasonable time to correct the problem; or
- d. \_\_\_\_\_

27. **Termination by Gardeners:** Gardeners may terminate this Agreement at any time with two weeks notice to Owner.

28. **Responsibilities and Rights on Termination:** At the expiration or termination of this Agreement, Gardeners will remove all of Gardeners' possessions from the Property. Owner will not require removal of the plants, but Gardeners may remove them if they plan to plant them elsewhere. Gardeners may remove raised beds and greenhouses, and must do so if the Owner requests that they be removed. If Gardeners brought soil onto the Property for use in the garden, Gardeners may remove that soil upon termination of this Agreement. Gardeners will leave the Property in tidy condition.

By signing below, parties agree to adhere to the terms and conditions of this Agreement.

**Owner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Gardener Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Gardener Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Gardener Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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