

Langhorne Heritage Farm – Julius Lojeski Acres Community Garden Plot Agreement

THIS AGREEMENT is between LANGHORNE BOROUGH COUNCIL, 114 East Maple Ave., Langhorne, PA 19047 (called “Council”) **AND YOU** (the applicant for a community garden plot(s)) (called “Gardener”).

AGENTS OF THE COUNCIL: Council has appointed Langhorne Open Space, Inc. (LOSI) as the property manager at the Farm. The rules and regulations developed by LOSI are binding and part of this Agreement.

TERM OF AGREEMENT: The Gardening Season, beginning **April 1 of this year** and ending **November 30 of this year**.

INCORPORATION OF DOCUMENTS AND FEES: By signing this Agreement, Gardener agrees to the plot fees, security deposit terms, and that this year’s Application and Rules and Regulations which are incorporated into this Agreement are binding on Gardener.

WAIVER OF LIABILITY: (1) Gardener agrees that Langhorne Borough, Council and LOSI shall not be held responsible for any accidents, injuries or damages due to negligence, intentional acts, or reckless acts, the actions of their employees, agents or invitees, the condition of the property, **the condition or use of any equipment (including tractors, mowers, rotor tillers etc.)** or termination of this Agreement and that Langhorne Borough, Council and LOSI shall not be held responsible for any theft of, damage to, loss of, damage to or replacement of any belongings, equipment, materials, or tools of Gardener due to negligence, intentional acts, or reckless acts, the actions of their employees, agents or invitees, due to the acts of third parties, criminals, guests or invitees, due to condition of the property or due to the termination of this Agreement; and, (2) Gardener shall hold harmless and indemnify Langhorne Borough, Council or LOSI for any losses or claims made against them due to or alleged to be due to the actions of Gardener, due to Gardener’s use of or presence on the property, or due to the actions of Langhorne Borough, Council, LOSI or their employees or agents.

TERMINATION: After notice of failure to abide by Park rules and regulations, by LOSI rules and regulations, or by the terms of this Agreement, Gardener shall have 5 days to correct his/her actions. Upon 2nd notice of violation, Gardener shall be immediately evicted from the Farm. Gardener may seek re-instatement from Council, but shall stay off the property until re-instatement is granted. If Gardener takes no action within 15 days of eviction notice, the plots may be assigned to others. Gardener shall not be entitled to any refund or damages if evicted for failure to comply with this Agreement. Any property left at the Farm may be disposed of without prior notice.

DEPOSIT: The security deposit shall be refunded to the Gardener after the end of the gardening season, provided such deposit is not forfeited for reasons detailed in the Community Gardens Rules and Regulations. Deposits shall be retained by LOSI and applied to the following season for Gardeners who indicate to the Gardens Manager their intent to return to the Community Gardens the following season. If such Gardener subsequently decides not to return the following season, such Gardener’s deposit shall then be refunded.

CONDITIONS OF USE: This Agreement concerns the rights and duties of the parties concerning the use of garden plots at the Farm. It is understood and agreed that: (1) The plots are for the sole use of the named Gardener and may not be shared or transferred; (2) ***Gardener shall abide by park rules and regulations, garden rules and regulations, and the instructions or directives of the garden manager (Joan Feldman- Plumb)***; (3) Use of the plots does not extend any rights to use any other area or building at the Farm; (4) LOSI, or its agents, may enter on and inspect the plots at any time at its discretion; (5) Gardener is solely responsible to maintain and care for the plots and any belongings; (6) There is no security for belongings, that Gardener and all belongings are not covered under Council’s Liability or Property Insurance, and that Council is not liable for any damage or loss; (7) Gardener shall take no actions that shall cause change, damage or destruction to the property; (8) The sale of produce, supplies or equipment on the property is prohibited; (9) Gardener shall promptly notify the Farm Caretakers of any dangerous conditions noticed or of any damage caused by vandals or acts of God; and, (10) This agreement and the rights granted by it may not be sold, transferred or assigned.