

# Woolgoolga Regional Community Gardens Inc

## Rental Bed Agreement 2018/19

Private Rental Bed Agreement between the Woolgoolga Regional Community Gardens Inc and

\_\_\_\_\_ as User

### 1. Financial Year

The financial year of WRCG begins from 1<sup>ST</sup> September. The period of lease of a rental bed is for the financial year.

### 2. Annual Rental Fee

Currently \$60, with a concession rate of \$45. Leasing a plot during the financial year will be on a prorata basis. The fees may change at the discretion of the Management Committee of WRCG.

### 3. Insurance Requirements

The User acknowledges that Voluntary Workers Personal Accident Insurance is for genuine accidents only.

### 4. Work Health and Safety (WH&S)

The User agrees to conform with the WH&S Risk Management Policy as adopted by the Management Committee of WRCG.

### 5. The User acknowledges and agrees

- To attend a site induction
- To regularly maintain your garden & immediate surrounds - mulched and weed free
- To monitor for pests and diseases and learn organic control measures and techniques.
- To not use any pesticides or inorganic fertilisers. Woopi Gardens is a pesticide & chemical free garden
- That overripe or fallen fruit that could lead to pest infestation be removed and appropriately disposed of. The Management Committee of WRCG reserves the right to notify the User when this needs doing.
- That trees are not permitted to be grown in private plots and vegetation will be kept within the boundary of plot
- That structures will be of a temporary nature, kept within the boundary of the garden plot and not exceed a height of approx. 140cms.
- To help maintain shared tools and equipment.
- To respect other members and personal garden beds.
- To contribute to the maintenance of the communal areas by supporting our regular working bees where possible.

### 6. Lapse of Rental Agreement

The USER accepts that the annual right to the exclusive use of the allocated rental bed will lapse if:

- The annual rental fee has not been paid to WRCG within 30 days of the due day.
- The USER fails to properly maintain their allocated private garden plot.

This will include -

- Removing weeds before setting seed and spreading to adjoining beds

- Removing from site any produce that has become infected with disease or pests
- If no produce is planted for a period of 4 months
- The USER contravenes any of the Conditions of this Agreement.

NB: The committee of WRCG agrees to give appropriate notice after consultation with the user of its intention to terminate the user's agreement.

7. Non-Transference of Allocated Rental Beds

The allocated rental bed cannot be transferred to any third party without the prior consent of the Management Committee of WRCG.

8. Water Use Minimisation

The USER agrees to minimise water use by using a watering can where possible.

9. Extended USER down times.

For those times when the USER will be unable to attend to their garden bed for an extended period of time please inform the committee and we will arrange for your bed to be maintained. Alternatively arrange for another member or friend to help out.

10. Governing Law

The law of the State of New South Wales shall apply to the interpretation of this Agreement.

11. Woolgoolga Regional Community Gardens agree to provide:

- Access to a 3m x 1.2m timber edged garden plot filled with materials (compost, mulch, soil)
- Access to more materials when available
- Access to community garden tools and water
- A security code for daytime access to the gardens - that must be kept confidential!
- Appropriate training, access to community events and future opportunities to help you grow a beautiful, sustainable and productive garden.
- WRCG agrees to provide ongoing support to the User in the form of shared knowledge of positive garden practices.
- WRCG agrees to provide supportive communication where appropriate.

THIS AGREEMENT is DATED \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

NAME OF USER \_\_\_\_\_ SIGNED \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF Woolgoolga Regional Community Gardens

NAME \_\_\_\_\_ SIGNED \_\_\_\_\_

POSITION HELD \_\_\_\_\_