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THE CITY OF FAYETTEVILLE, ARKANSAS  
PARKS AND RECREATION DEPARTMENT  
113 West Mountain  
Fayetteville, AR 72701  
P (479) 444-3471 F (479) 521-7714

## COMMUNITY GARDENS IN THE PARKS ANNUAL LEASE AGREEMENT (Step #6)

*The City of Fayetteville Parks and Recreation Department is not responsible for the garden itself or for anything in or pertaining to the garden. This agreement must be signed by the appointed liaison of the Garden Group.*

I, \_\_\_\_\_, acting as the liaison for the \_\_\_\_\_ Garden Group do hereby attest that I have read the Letter of Commitment and Garden Guidelines and understand the contents thereof. These materials have been made available to all Garden Group members and will be made available to new Garden Group members as they participate.

The Fayetteville Parks and Recreation Department hereby leases land for a community garden in \_\_\_\_\_ Park to the \_\_\_\_\_ Garden Group for \$ \_\_\_\_\_ beginning on \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending \_\_\_\_/\_\_\_\_/\_\_\_\_.  
*day mo. year day mo. year*

\_\_\_\_\_ Garden Group agrees to fairly consider anyone interested in joining the Garden Group and/or participating in \_\_\_\_\_ Park Community Garden. The Garden Group is responsible for establishing a fee structure, if any, for each garden plot within the community garden. The Garden Group is responsible for all internal organization including volunteers, work dates, and fund-raising events. The Garden Group agrees to pay the water deposit and monthly water bills directly to the City of Fayetteville Water Department. The Garden Group also agrees to winterize the water system by the first of November annually.

\_\_\_\_\_  
*printed name address telephone number*

Signature \_\_\_\_\_

We, as a Garden Group, recognize and acknowledge that the leased area is our responsibility and that we are growing whatever vegetables, herbs and/or flowers that are not deemed as invasive by Fayetteville Parks and Recreation Horticulturist and Fayetteville Community Garden Coalition. We realize that **neither the City nor Fayetteville Parks and Recreation Department make any warranties about the fertility, suitability or fitness of my garden plot.** We will plant and cultivate at our own risk. We agree no claim can be made against the City of Fayetteville nor the Fayetteville Parks and Recreation Department and we expressly waive all of our rights to assert any claim whatsoever against the City of Fayetteville and the Fayetteville Community Garden Coalition or any employee or representative of such entities.

This agreement will be renewed annually.

**Garden Group Copy**

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