



# TCHC Community Gardening Agreement

This agreement must be completed by each gardener for the use of a community garden plot at a Toronto Community Housing (TCHC) location.

Eligible applicants include tenants and tenant-led groups as defined in the Community Garden Policy.

Please complete all fields in Section A, Section B and Section C. We will be unable to process this agreement if it is incomplete.

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## Section A – Community garden information

Location of garden: \_\_\_\_\_

## Section B – Gardener information

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

Address:

\_\_\_\_\_  
Street address

\_\_\_\_\_  
Unit number (if you have one)

\_\_\_\_\_  
City

\_\_\_\_\_  
Postal code:

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



## Section C – Community Gardening Agreement

**Term:** I understand that a garden plot can be held for a maximum of 3 years.

**Renewal:** I understand and acknowledge that I must renew my intention to use the garden plot each year by signing a Community Garden Agreement on or before February 1 each year. I understand that failure to renew my agreement, could result in the garden plot being given to someone else.

**Times of Use:** I will have access to the community garden at \_\_\_\_\_  
\_\_\_\_\_ from dawn to dusk from May 1 to November 14 each year.

**Restrictions on Use of Community Gardens:** Entry into the community garden spaces outside of these dates and times is strictly prohibited. Entry into community garden plots other than the plot assigned to me is strictly prohibited.

### Tenant Gardener Responsibilities:

I, \_\_\_\_\_, agree and understand that I will:

- Maintain and tend to my community garden space, including but not limited to clean-up activities, picking all produce when ripe, and ensuring all produce is disposed of in their corresponding bins;
- Review and abide by the Tenant Community Gardens Policy, the Procedure for Tenant Community Gardens (including all appendices) and all other applicable TCHC policies and procedures;
- Report any policy violations or safety concerns to my CSC;
- Call **9-1-1** in the case of any criminal or emergency health and safety concerns;
- Make sure there are no tripping hazards and keep pathways around my garden plot clear, including removing weeds and clearing debris;
- Be responsible for any child or visitor or invitee that I invite to the garden plot;
- Be responsible for obtaining insurance for personal items if I want them insured.



## Restrictions:

I understand and agree:

- Not to plant or allow to be planted any prohibited plants including but not limited to marijuana, invasive species, poisonous plants, illegal plants, other plants used to produce controlled drugs/substances in the community garden plot.
- Not to use pesticides or fertilizers.
- Anything grown in the community garden space and other items like cages, sticks and pots, cannot be more than three feet high in any garden plot. Taller plants and items that block sight lines are prohibited.
- Aside from service animals, pets are not allowed in the community garden.
- Not to sell or distribute anything grown in the community garden space without written authorization from TCHC.
- Not to smoke, vape, drink alcohol, or use illegal drugs in or near the gardens.
- Abide by all by-law noise requirement.

## Breach of Agreement

Failure to abide by the terms of this Agreement may lead to the termination of my right to use the assigned garden plot and I acknowledge and agree that TCHC can revoke authority to use the Community Garden Space at any time with or without notice if I do not comply with the terms of this Agreement, TCHC's policies and procedures or if TCHC in its sole discretion determines that it is not viable or prudent to operate the Community Garden Space.

TCHC may also take additional legal or other action against any person or their tenancy if they carry out dangerous activity, illegal activity, or any activity that breaches the *Residential Tenancies Act* on TCHC property (e.g. deliberate property damage, assault, harassment, etc.).

Despite this, where there is no breach of any TCHC policy, and where it is reasonable and appropriate for TCHC to do so, TCHC will try to give me 14 days notice if my community gardening agreement is being terminated.



I understand that the community garden spaces are not services or facilities included in the rent for any rental unit, that access to garden spaces is for recreational purposes and that any gardening I do is not considered an improvement that entitles me to any sort of compensation or benefit from TCHC its agents or otherwise.

### **Limitation of Liability**

1. TCHC does not assume, nor does TCHC allow any person on behalf of TCHC to assume any liability in connection with use of the Community Garden Space.
2. TCHC and/or its agents do not make any warranty or representation of any kind regarding use of the Community Garden Space.
3. TCHC and/or agents will not insure my belongings, including but not limited to tools, plants or produce against damage, theft, or loss of any kind.

### **Waiver and Assumption of Risk:**

I acknowledge and agree that I am fully responsible for and accept all risks related to any property damage or any other possible injury or loss in connection with the Community Garden Space. I understand and acknowledge that if any items, plants or produce are damaged, lost, stolen, or destroyed for any reason, however, it happens (including but not limited to acts of God, nature, weather, fire, theft, or otherwise), I cannot try to recover any of these losses from TCHC or its agents.

I specifically release, waive and forever discharge and agree not to sue TCHC or any of its directors, officers, employees, vendors, agents, shareholders, successors and assigns from and for any and all liabilities, claims, damages, both direct and indirect, costs, expenses, actions and cause of actions whatsoever, whether in law or in equity, for any harm, loss, damage, property damage, or personal injuries howsoever caused, arising or to arise, directly or indirectly, in whole or in part, by reason of, or in any way connected with the use of the Community Garden Space, even if arising from the negligence or misconduct of TCHC. This release specifically includes, but is not limited to, a release from liability or claims for injury, illness, or damage caused directly or indirectly by TCHC or its directors, officers, agents or employees under the terms of



any statute, including, but not limited to, any claims under the *Negligence Act, R.S.O.* 1990, c N1, as amended.

By signing below, I declare that I understand and agree with all the terms of this Community Gardening Agreement, the Tenant Community Gardens Policy, the Procedure for Tenant Community Gardens (including all appendices) and all other applicable TCHC policies and procedures.

**I agree** to abide by this Agreement, the Tenant Community Gardens Policy, the Procedure for Tenant Community Gardens (including all appendices) and all other applicable TCHC policies and procedures.

I understand that I can take this agreement to another person (whether a legal representative or otherwise) to look over and give me advice before I sign it.

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**Gardener signature**

**Date:** \_\_\_\_\_

**Notice of Collection:** The personal information collected on this form is collected under s. 28(2) the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be used for processing Community Garden applications. If you have questions regarding the collection of information on this form, please contact Tenant Engagement at [TenantEngagement@torontohousing.ca](mailto:TenantEngagement@torontohousing.ca).



## Section D – Volunteer Community Garden Coordinators

If I am a Volunteer Community Garden Coordinator, I understand and agree:

1. I will be an advocate for my community garden space
2. I will work alongside TCHC staff to ensure the community garden space is a clean, safe and peaceful space for assigned gardeners
3. I will make efforts to find shared resources for the community garden space
4. I will work with my CSC on any planned events around my community garden space
5. I will coordinate and assist with fall clean-up of the community garden space during the 1<sup>st</sup> week of November
6. I will report any misuse of the community garden space, any shared tools or resources, safety concerns, needs or suggestions to my CSC
7. I will be a leader and support other gardeners in my community garden space and/or seek support from the CSC or external resources as appropriate and as approved by TCHC

**I agree** to abide by this Agreement, the Tenant Community Gardens Policy, the Procedure for Tenant Community Gardens (including all appendices) and all other applicable TCHC policies and procedures.

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**Name**

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**Signature**

**Date:** \_\_\_\_\_



## For TCHC Staff only – This section will be completed by your Community Services Coordinator

Eligibility criteria for gardeners:

- The gardener must be a TCHC tenant.
- The gardener must reside in the building or site where the garden is located. Additional plots, space permitting, may be allocated to other tenants residing within the TCHC portfolio on a first-come first-served basis if spots are left over after residents of the building or site have been selected.
- The gardener must be 16 years old or older for independent gardening.

Does this person meet the eligibility criteria?  Yes  No

Is this person a returning gardener?  Yes  No

*Remember, if a tenant has finished their allotment term (one to three years, based on their garden application), they must re-apply as a new gardener.*

Verify whether the garden plot is available at the requested address.

One year  Two years  Three years

Status of the agreement:  Approved  Denied

If the agreement is denied, please provide feedback in the space below.

Building/name of community garden space:

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Garden type:

Allotment garden

Collective garden

Beautification garden

Other: \_\_\_\_\_



**Garden plot # assigned to tenant:** \_\_\_\_\_

*If applicable – beautification gardens or collective gardens may not have individual plots.*

### **Dates for gardening use**

*Note: community gardens can only be accessed from May 1 (weather permitting) until November 14 (weather permitting) of each year.*

**Reservation period requested:**  1 Year     2 Years     3 Years

*A tenant can reserve a garden plot for seasonal planting for a maximum of three years (one year = one season reserved). All gardening agreements must be renewed annually.*

**Renewal deadline:** \_\_\_\_\_

*Please confirm when the reservation period will expire. After this date, the tenant will need to complete a new gardener application.*

**Collective gardens only – membership limit:** \_\_\_\_\_

*TCHC stipulates this limit.*

\_\_\_\_\_  
**Staff signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Staff name**

\_\_\_\_\_  
**Staff title**