

LAND SHARING AGREEMENT

DEFINITIONS:

The "grower" is the person or persons growing the food.

The "land-owner" is the lawful resident or owner of the property.

The "garden" is area the "land-owner" is allowing the "grower" to produce food in (fruit and/or vegetables).

The "property" is the entire lot on which the "land-owner" is a lawful resident or owner of.

The "working area" is an area the "grower" is permitted to work in, and/or store tools or other items for growing food.

The "growing season" is the timespan in which the grower is allowed onto the property to grow food.

TERMS AND CONDITIONS

1. The grower shall have no legal right to the property, or anything within it, except what they owned prior to the agreement (such as tools they brought to the property).
2. Growers respect that they are guests on the property, and the land-owner has the final say on the use of the property.
3. The land-owner must clearly mark the areas in which a garden may be established. These markers should not be moved for the duration of the agreement.
4. The growing season's timespan is specified in the notes. This contract automatically terminates at the end of the growing season.
5. It is the land-owner's sole responsibility to determine what is beneath the proposed garden, to ensure any digging is safe and lawful.
6. The varieties of fruit or vegetables to be grown are specified in the notes.
7. The specific tools and chemicals to be used are specified in the notes (i.e. fertilizers, insecticides, tillers etc).
8. The permitted days and times of day the grower may access the property are specified in the notes. These may be changed at any time by the land-owner.
9. Where the grower may enter the property, and the working area, are specified in the notes.
10. The land-owner assumes no responsibility for anything the grower leaves in the property (e.g. tools).
11. The shared proportions of the harvest are specified in the notes. Both parties agree that their share includes a fair share of quality produce (i.e. growers must be fair and not give land owners rotten or poor quality produce, while retaining only the best produce for themselves).

TERMINATING THE AGREEMENT

Either party may terminate the agreement at any time, and for any reason. Or the agreement will end when the growing season is over. When either occurs:

1. The grower will level the garden bed, so that it becomes bare soil. The grower is not required to plant grass seed, or restore the garden area to its original state (unless otherwise noted).
2. If the harvest or growing season is incomplete, the land-owner must respect that growers invest time and effort. The grower must be given reasonable time to return the garden to level and bare soil (Growers don't need to restore the original state. But they must at least leave a level area, so the land-owner may use the land in any way they see fit, without significant additional work).
3. The grower must restore the working area to its original state (i.e. clean any mess).

4. Any permission the grower had to enter the property is revoked, after the grower is given reasonable time to remove any of their possessions, and harvest produce (even if it has not ripened or matured).

NOTES

- The growing season starts on ____/____/____ and ends on ____/____/____
- The land owner shall receive _____ % of the harvest (*suggested 20% for land owners because growers do all the work*)

CHECKLIST

- Map of property, indicating entrance points, working area and garden.
- The days and times of the week in which growers are permitted to work is specified (consider noise, convenience and privacy).
- The land owner has checked it is safe and legal to dig in the proposed garden area.
- The varieties of fruit and vegetables are specified in-writing.
- A list of all tools and chemicals to be used has been provided to the land owner.
- The condition the grower will leave the garden in (after the growing season) is specified.

LAND OWNER

Name:

Signature:

GROWER

Name:

Signature: