

## Sample Garden Agreement Lease Addendum for single family or duplex property (A sample filled out agreement follows this template.)

1) Garden location:

(Specify the area of the property where the garden is to be located, including the size of the garden, in approximate square footage. We advise staking the location together to prevent misunderstandings.)

2) Garden Construction:

(Specify if the garden is in the ground or in raised beds. Detail any construction requirements for removing any sod or preparing the soil. Specify any details about plants that won't be allowed.)

3) Garden Maintenance:

(Specify who will maintain the garden. Specify any standards for weeding or garden appearance.)

4) Water usage:

(Specify what the water source will be. Specify any guidelines for water usage. Specify if the charge for the water will be included in the tenant's rent or as a separate charge, measured by a spigot water meter.)

5) Cost responsibilities:

(Specify who will pay for the materials and plants for the garden.)

6) Close of garden season:

(Specify how to put the garden to bed at the end of the season.)

## Example Garden Agreement Lease Addendum for single family or duplex property

## 1) Garden location:

*The garden will be located in the southeast corner of the backyard, from the side fence to 10 ft west and the rear of the property line 10 feet north (approx. 64 sq. ft plus a path.) The fence may be used for trellising plants.*

## 2) Garden Construction:

*The garden will be in two 4x8 raised beds. Property owner will provide funds for the tenant to build two raised beds of cedar posts and mulch for a 2 ft. path between them. Tenant will supply soil and plants. The garden will be primarily for vegetable gardening. Plants over 3 ft in height are not allowed.*

## 3) Garden Maintenance:

*The tenant will pay a \$150 deposit for the garden. The tenant will completely maintain the garden, including all planting, weeding, watering, harvesting, pest management, and season-ending tasks. As long as the garden is maintained throughout the season, the deposit is fully refundable. In the event that the tenant is unwilling or unable to maintain the garden, the deposit will be used to cover costs for the property owner to maintain or deconstruct the garden.*

## 4) Water usage:

*Water can be accessed at the spigot on the northeast corner of the house. Tenant will use water-wise gardening techniques as specified in Gardening Matters' "Water-Wise Gardening" document. Water will be included with rent.*

## 5) Cost responsibilities:

*The renter agrees to pay for any plant material or garden supplies necessary to maintain the garden. The property owner will supply or pay for any hardscaping or permanent garden features that will remain with the property.*

## 6) Close of garden season:

*At the end of the season, the renter will pull all annual plants and compost them at the county compost site. Leaf mulch, straw, or cover crop (renter's choice, property owner will supply) will be placed on the bare soil.*



Promoting and Preserving Community Gardening Across the Twin Cities

Resources for large buildings:

For large buildings, good sample resources already exist. A Legal Toolkit for Community Gardens, from the National Policy and Legal Analysis Network to Prevent Childhood Obesity, from Changelab Solutions

Sample Garden Ground Rules and Lease: [See sample leases and ground rules](#) (p.8-17)

Gardening Matters may tailor a workshop for property owners to help them use these sample tools and assist with organizing a garden on their property. This workshop could be modeled after our “How To Start A Community Garden” workshop.

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