



Town of Sudbury

Conservation Commission

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Sudbury Community Gardens

Agricultural Agreement

Sudbury Conservation Commission and the Sudbury Community Gardens

Rules and Regulations: As a gardener, I accept and will abide by the following:

The Town of Sudbury, acting by and through its Conservation Commission (“Licensor”) hereby permits the Sudbury Community Gardens use of the existing agricultural land at the Lincoln Meadows North conservation land for gardening purposes in accordance with the following terms and conditions.

Whereas the Sudbury Conservation Commission wishes to retain, maintain, and improve soil fertility, wildlife habitat, preserve open spaces and vistas important to the aesthetic scenery and character of the area, and to promote agriculture; and wishes to provide opportunities for public small-scale personal gardening in a manner consistent with the proper use of agricultural lands for such purposes; the Sudbury Conservation Commission and each garden participant agree to the terms as follows:

1. **Premises:** Field No. 1 at the Lincoln Meadows North Conservation Land in the Town of Sudbury on Lincoln Rd. Said field is shown on a plan attached. Crops shall be planted within the areas shown as garden plots on the referenced plan.
2. **Use:** The premises shall be used solely for personal gardening purposes.
3. Any rights given under this Agreement shall not be assigned or otherwise transferred.
4. **Soil Practices:** Garden participants shall employ prudent gardening techniques and soil practices so as to maintain the quality of the soil and prevent erosion.
5. **Baits & Traps:** No baits, poisons, or traps injurious to wildlife shall be used on the premises.
6. **Right of Entry:** The Sudbury Conservation Commission shall have the right to enter all portions of the premises at any time to determine compliance with this Agreement. The general public shall have the right to enter the Community Garden common areas (paths, walkways, access roads, etc.) at times the Lincoln Meadows Conservation Land is open to the public (dusk to dawn).
7. Garden participants shall not erect any permanent structures nor store any equipment or other materials that are not in regular use.
8. All temporary structures, except those permitted in the perennial section plots, shall be removed on or before November 15 at the latest each year.
9. Only rigid fencing may be erected within the garden on a seasonal basis. No foldable plastic mesh or other type of mesh which can entrap birds, mammals, and/or insects is permitted.
10. Parking is permitted only in the parking lot on Lincoln Road; the side of the access road; and the area near the well pump, as long as access for others is not blocked.
11. Plots are available on a first-come, first-serve basis, with preference given to returning gardeners and Sudbury residents. Plots are assigned by the garden coordinators.
12. Only one plot per household/residential address may be assigned at the beginning of the season. If there are extra plots available once all new gardeners from that season have been accommodated, second plots may be assigned based on availability.
13. Gardens not started by June 15 or unmaintained during the gardening season are subject to forfeiture without refund.
14. Gardens are open dawn until dusk, seven days a week.

15. Gardens are intended for the growing of vegetables, fruits, berries, and flowers for household use; they are not intended for commercial use or profit. Planted trees (including fruit trees) are not permitted in plots unless they are in the perennial section. Berry bushes and other tall plants (e.g. sunflowers) should be kept to a reasonable height so as not to shade neighboring gardeners' plots.
16. Each gardener is responsible for the maintenance and upkeep of their garden plot, including watering, weeding, harvesting, spring preparation, fall clean-up, and any other plot related maintenance. Gardening must be kept within the boundaries of the assigned plot.
17. Perennial plots are limited. Appropriate fencing may be maintained year round for the perennial plots. All equipment, tools, buckets, etc. must be removed from the perennial plots at the end of each gardening season.
18. Only organic pesticides, fertilizers, and other soil amendments (such as compost, manure, bone meal, lime, etc.) are permitted. Non-organic/synthetic pesticides, fertilizers, and other soil amendments are not permitted. If in doubt, check with the garden coordinator or Conservation Office.
19. Cover crops are encouraged at the end of the season to stabilize soils and provide a green manure.
20. No permanent structures (e.g. sheds, etc.) are permitted without approval from the Town.
21. Hazardous materials, including gasoline, may not be stored at the garden.
22. All rocks or other debris must be removed from garden plots, walkway, and all other areas of the garden that are plowed at the end of each gardening season.
23. No soil may be removed from garden plots.
24. Dogs are permitted per the Sudbury Town Bylaws. Dogs should be kept within your own garden and the public areas. Dogs are not permitted to enter other garden plots unless invited by the garden licensee.
25. Failure to comply with the terms of this Agreement may result in a loss of future gardening privileges. The garden coordinator or Conservation Commission may require that a non-compliant gardener forfeit their plot. Appeals may be made to the Conservation Commission.
26. There is no trash service provided. This is a carry-in / carry-out facility.
27. Compliance with Law: In its use of the premises, garden participants shall comply with all laws and regulations of the Sudbury Conservation Commission, the Town of Sudbury, Commonwealth of Massachusetts, and United States of America.
28. Water Source: The garden contains a shallow hand- pump well. This water source is not guaranteed and in any given year may go dry. The Sudbury Conservation Commission is under no obligation to provide a source of water. No mechanical pumps may be used to pump water out of the well.
29. Failure to abide by the terms of the agreement shall be deemed termination of the Agreement by the Sudbury Conservation Commission.
30. Sudbury Community Gardeners agree to INDEMNITY AND HOLD HARMLESS, in consideration of the permission granted by the Town of Sudbury ("Town") Conservation Commission to the Sudbury Community Garden Participant identified below to use and occupy the property of the Town located at Lincoln Meadows North, Lincoln Road, Sudbury MA for activities and events pertaining to the Sudbury Community Garden ("the Program"), the sufficiency of which is hereby acknowledged, the undersigned hereby agrees to indemnify and hold the Town of Sudbury harmless from and to remise, release and forever discharge the Town of all debts, demands, actions, causes of actions, suits, sums of money, accounts, reckonings, bonds, covenants, contracts, controversies, agreements, promises, doings, omissions, damages, liabilities and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and equity, which are brought, or may be brought, against the Town or its successors and assigns arising out of or related in any way to the undersigned's participation or involvement in the Community Garden; intending to hereby release all claims which have been made, could have been made, or may be made in the future by the undersigned, his/her representatives/assigns or any other third party with regard or relating to the Sudbury Community Garden.