

YARD SHARING

LAND USE AGREEMENT

This document was created by the Rogers Park Yard Sharing Network in 2012 and edited in 2020 to help facilitate the relationships between “Host” landowners and the individual “Gardeners” growing in their yards by laying out logistics of shared space use and offering communication suggestions.

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Defining Involved Parties

The HOST is the resident or representative(s) of residents of the home attached to the parcel of land to be shared. HOSTS may be either owners or tenants with discretion over the property’s outdoor elements.

The GARDENERS are those who are growing food and contribute to the maintenance of the parcel.

Contact Information

HOST Contact Information (Please share both and check off your preferred method of communication)

Name:

Address of Yard being Shared:

Phone:

Email:

GARDENER Contact Information (Please share both and check off your preferred method of communication)

Name:

Phone:

Email:

Additional GARDENER Contact Information (If applicable)

Name:

___ Phone:

___ Email:

Garden Physical Logistics

Is this an existing garden bed? Are you building a whole new space? Are you adding raised beds or growing directly in the ground? How much square footage is being offered? Is this in the front yard, in the backyard, or the parkway? This is a space for physical garden logistics to be clarified for both parties.

Financial Agreements

As a gardening model committed to community building, accessibility, equity, and alternatives to capitalism in the local food movement we strongly advise **NOT CHARGING for use of space**. That said we understand that there are several costs that go into building a garden including, lumber, soil materials and related tools. Will these costs be held by the Host, by the Gardeners, or both? Consider too that there are many ways to exchange value that are not based on capital such as sharing food that is grown, sharing of labor for other projects, trading other goods and services, etc.

If the costs of building the new garden are primarily held by the Gardener we recommend a Land Use Agreement of **at least three years** to make the accrued costs worth the investment. If you are building out a much bigger garden space, you might want to increase the yearly agreement.

If this agreement is terminated before that time period we would suggest that the Gardener has the opportunity to claim goods purchased or that they are compensated in some way by the Host. This is a space for you to talk through financial agreements

What are your expected costs? _____

How will these costs be shared? _____

How will ongoing costs be shared? _____

Accessing the Space

If the new garden is in part of the yard that is not publically accessible it might be important to communicate how and when the Gardener can access the Host space.

The Gardener may enter the space through: _____

The Gardener may have access to the space during the hours of: (Recommended; during daylight hours) _____

Are there any areas off limits? _____

Composting and Yard Scraps

There are many organic materials that come out of a garden space including weeds, fall leaves and lots of plant materials at the end of the season. We recommend composting these so that they can be added back to your garden as nutrients when they are broken down. We understand that this is not always possible. Discuss your process here: (Check off and fill in.)

Compost system: _____

OR

Throw away in TRASH CAN or BROWN WASTE BAGS

Tool Use and Storage

Will the Host share existing garden tools with the Gardener or will the Gardener bring their own? Can the tools be stored at the Host garden location or does the Gardener need to bring their own tools every time? If the tools can be stored at the Host location, where?(Check off and fill in.)

The Host will share tools with the Gardener. They will be stored in; _____

The Gardener can store their own tools at the Host location in; _____

The Gardener must bring their own tools and not store them.

Water Access

Water access is essential for every garden. **We recommend the Host offers access to a hose and or spigot.** Another alternative is to install a rain barrel. Please discuss your water plan below.

Space Maintenance

(Initial below)

The Gardener agrees to engage in regular maintenance of the allocated garden space. This

includes keeping the space free of trash and with minimal noise disruptions. _____

Host agrees to maintain the rest of the yard space not used by Gardener. _____

Alternative Agreement if Desired _____

Adjustments to the Space

On occasion, adjustments to the space might be requested by either the Gardener or the Host such as adding a "season-extension" structure, adding new growing areas, or requesting a weed barrier around the skirts of the garden etc. We recommend that the Gardener always discuss and get approval for any adjustment prior to making them. Discuss a plan for adjustments below.

Yearly Commitment

As previously mentioned, a garden can be an investment. Yard Sharing is a wonderful way to share space, build community, and grow healthy food together. We also recognize it is an unusual model where the Host has an advantage. Because there is an aspect of capital involved we recommend looking ahead at how long of a commitment both parties are interested in agreeing too. This does not have to be set in stone but can help ensure that the Host and Gardener are on the same page. We highly recommend check-ins between Host and Gardeners regularly and at the beginning of each season to ensure that concerns and needs are being met. While adopting regular check-ins and knowing that this agreement can be terminated by either party if needs and concerns are not met, how long are the Host and Gardener interested in Yard Sharing together? (Check Off)

Yard Sharing Commitment

Indefinitely 1 Year 3 Years 5 Years

Other: _____

How often will you check in with each other? _____

Keep It Organic

We strongly encourage both the Host and the Gardener to only use organic/ chemical-free materials in your garden! Organic soils are more mineral and nutrient dense leading to much healthier foods. In addition, working with organic materials keeps our urban waters cleaner and protects our local pollinators.

(Initial Below)

The Host agrees to only use organic materials on the garden. _____

The Gardener agrees to only use organic materials on the garden. _____

Host and Gardener understand this agreement may be terminated if the conditions of the contract are not met and the party in error is given at least 30 days to remediate any infractions.

The HOST agreed to meet the above agreements to the best of their ability.

Sign: _____ Date: _____

The GARDENER agreed to meet the above agreements to the best of their ability.

Sign: _____ Date: _____

The GARDENER agreed to meet the above agreements to the best of their ability.

Sign: _____ Date: _____