

COMMUNITY GARDEN AGREEMENT

This Agreement is effective for one year from the date signed by Member, unless either Member or Canyon Lake Property Owners Association (Canyon Lake POA) terminate it sooner, which either party may do at any time for any or no reason, upon written notice to the other party. Member agrees to pay Canyon Lake POA in full at the time of this Agreement is entered into. Canyon Lake POA has established an area for the Community Garden on the common area owned by Canyon Lake POA. This area will be divided into 20 parcels. Gardeners entering into this Agreement are subject to all Canyon Lake POA rules and regulations.

INDEMNIFICATION / DAMAGE

Member, on behalf of themselves, their family and guests ("Member Parties"), hereby acknowledge and agree to indemnify, release from any and all liability, and hold harmless, Canyon Lake POA and its officers, directors, members, agents, attorneys, employees, insurers, heirs, assigns and representatives ("CLPOA Parties") from and against any and all costs (including, but not limited to, reasonable attorneys' fees and costs), expenses, losses, damages, claims made, or liabilities assessed, against CLPOA Parties, for any injury occurring to Member, Member's family, invitees and/or guests or their personal belongings or to any third parties, as a result of any Member Parties' use of the Community Garden. Should any damage occur to Canyon Lake POA or its property because of any action or inaction by Member Parties, relative to the Community Garden, then Member agrees to reimburse Canyon Lake POA for any such damages immediately upon receipt of demand for such reimbursement by Canyon Lake POA.

TERMS

- Member must be in Good Standing at all times.
- Parcel space is to be used from sunrise to 8 p.m.
- Non-refundable annual fee of \$100 must be paid.
- Signed agreement submitted to Member Services.
- Member agrees to all Rules & Regulations CG.1.1 - CG.1.10, and any other applicable rule.
- One plot per person, to be kept neat, clean, and weed free. Each plot includes perimeter of the raised bed area.
- Member is responsible for maintaining their plots, per Canyon Lake POA rules & regulations, and any posted rules on site.
- Organic and/or natural pest control products only, must be labeled as "organic".
- Plot must be attended to on a regular basis.
- Arrange for someone to care for your parcel, when necessary (e.g., vacation or illness), Canyon Lake POA is not responsible for maintaining any parcels.
- Plots are non-transferable - they cannot be sold or sublet to another person.
- One key shall be issued per plot for the entrance gate at no charge. Upon non-renewal, termination, or cancellation of this agreement the key must be returned to the Canyon Lake POA's Member Services department immediately. Failure to return the key will result in a non-returned item fee of \$100. Duplication of this key is not allowed.
- Use Community Garden equipment with care, and return clean and neat (report irrigation problems to Operations at 951.244.6841 x510).
- Keep personal items within parcel boundaries at all times.
- Parcel border boards visible at all times, keep parcel boundaries and pathways at their original placement.
- There will be no alterations to parcels (including trellises or plant support larger than 4 feet).
- No household items such as baby gates, tires, shelves, small household items, etc. are permitted.
- No plant or item shall cast shade onto another parcel impacting another parcels growth.
- To relinquish a plot, it must be done in writing to Member Servies and there are NO REFUNDS.
- Should a plot become available in a fiscal year, next member on the waiting list will be contacted.
- Plants and vegetables that are invasive, toxic, have the potential for spreading plant disease, harboring damaging insects, or causing physical harm are not allowed.

ACKNOWLEDGEMENT

By signing below, the undersigned hereby agrees to the terms and conditions above. As stipulated herewith, relinquishment of rights and privileges to the Canyon Lake POA does not release or discharge the undersigned from financial responsibility including fees, fines, and / or damages caused.

Member's Name: _____ Tract-Lot Number: _____

Member's Signature: _____ Date: _____

FOR INTERNAL USE ONLY

Issued On: _____ Plot #: _____ Key #: _____