

Plot Number: _____

North Carolina
Forsyth County

Community Garden Access License

This access license, entered into as of _____ day of _____ by and between Historic Bethabara Park, Inc., lessor, (hereinafter referred to as the “Park”), a non-profit corporation in Winston-Salem, North Carolina, and _____ (hereinafter referred to as the “Gardener”).

WITNESSETH:

WHEREAS, it has been deemed important by the Board of Trustees of the Park that the Park should plant vegetables in the 1759 Community Garden, the purpose of which would be to interpret for visitors to the Park an idea of a living colonial garden reconstruction: and,

WHEREAS, the Gardener wishes to plant and harvest vegetables of the kind that would have been used in the 1759 Garden as indicated in the Records of the Moravians and compiled in “Cultivated Plants of the Wachovia Tract in North Carolina 1759-1764,” edited by Flora Ann Bynum;

NOW, THEREFORE, the parties do hereto agree to the following:

- I. Term. This access license is effective on _____ (or as soon thereafter as the weather permits soil preparation) and shall continue through March 31, 2020. It is not assignable.
- II. Donation. It is suggested that the Gardener donate \$30.00 for the use of an approximately 625 square foot plot on the site of the 1759 Community Garden.
- III. Services. The Park will provide the following services:
 - A. Soil Preparation: The Park will provide compost when available. In addition the built-up beds and rows will be aligned according to Christian Gottlieb Reuter’s map of the Community Garden, dated May 1, 1759. The Park will divide the garden plots and assign them.
 - B. Equipment: The Park will furnish water on the site, a watering hose, a tool box, tiller and unspecified garden tools.
- IV. Indemnification. The Gardener will protect, indemnify, save and hold harmless the Park, its officers, agents, servants, and employees from and against any and all claims, demands, expense and liability, arising out of injury or death to any person or persons or the damage, loss or destruction of any property which may occur on or in the demised premises or which may arise, or in any way grow out of any act or omission of the Gardener, its grants, subcontractors, servants and

employees or the use and occupancy of the demised premises by the Gardener or any invitee of the Gardener.

- V. Gardener Responsibilities. The Gardener will care for his or her plot so that it enhances the reputation of the Park with its many visitors and helps interpret the diligent habits of the colonial Moravians at Bethabara, as well as the varieties of crops they would have grown in the garden in the eighteenth century.
- A. Types of Vegetables: The Gardener will plant modern or heirloom varieties of the plants listed in *Cultivated Plants of the Wachovia Tract in North Carolina 1759-1764*. Corn and Tomatoes would not have been grown in the garden.
- B. Cultivation: The Gardener will keep his/her garden weeded, trimmed and cultivated, so as to reflect well on the Park, him or herself and the other gardeners. The gardener will only plant in the provided bed and upon the prepared, raised rows. Gardeners will not interfere with other garden plots and will walk or transport equipment only on the prepared grass paths. The Gardener will maintain a tillers' width between plots and the grass paths. The Gardener will not employ any non-natural pesticides or herbicides.
- C. Power Equipment: Gasoline for motor equipment of no more than 1 1/2 horsepower (12-24 cc) may be used.
- D. Soil Preparation: The Gardener is responsible for the expense and application of any additional, special soil preparation or of any insecticides. Applications of such materials must not interfere with other gardens.
- E. Gardening Equipment: Equipment may be unloaded and loaded at the curb in front of the gardens; however, cars should be parked in the spaces across Bethabara Road from the garden while the gardeners are working. **All** gardening equipment must be removed from the site when not in use and the Park's gardening equipment stored in the provided containers.
- F. Plant Identification: The planted vegetables can be identified with hand-printed, black letters on wooden stakes provided by the Park.
- G. Harvest: All crops will be harvested as appropriate.
- VI. Administration. A Park staff member will be responsible for the administration of the garden, including making decisions, giving gardening information, establishing procedures not otherwise outlined in this contract and recommending policy for the garden to the Director.
- A. Applications: Applications for a plot (s) will be accepted annually, and assigned as plots become available upon receipt of the \$30.00 donation per plot, until all of the available plots are taken. If the applicant desires his/her

name will be placed upon a waiting list for plots that may become available later.

- B. Initial Meeting: At or before an annual spring meeting for all Gardeners called by the Park, plots will be assigned. Gardeners from the previous year who have satisfactorily maintained their plots and been invited to return to the Gardens will be given the option of keeping their previous plot (s).

VII. Termination. If this access license is abused in word or spirit, or if the Gardener decides to stop gardening, the Director or his delegates will consult with the Gardener. If satisfactory arrangements cannot be made, the Park will reclaim the garden plot (s) and either redistribute the plot to another gardener on the waiting list or prepare the plot for mulching. The \$30.00 donation is not refundable.

IN WITNESS WHEREOF, this access license is executed on behalf of each of the parties hereto as of the date first above set out.

HISTORIC BETHABARA PARK, INC.

GARDENER

By: _____

By: _____

Date: _____

Date: _____