COMMUNITY GARDEN AGREEMENT

BETWEEN

UNITED METHODIST CHURCH OF STOUGHTON

AND

THE CITY OF STOUGHTON, WISCONSIN

The purpose of this agreement is to define the terms involved in the use of a parcel of land owned by the United Methodist Church of Stoughton (Church) by the City of Stoughton, Wisconsin (City) for the expressed purpose of developing a community garden.

1. The Church shall provide the defined land parcel at a cost of one (1) dollar per year for a minimum period of ten (10) years. The land will remain in the ownership of the Church.

2. One year prior to the end of this term either a new agreement will be drawn or the City is to begin restoring the land to it's original barren condition.

3. The City will determine a nominal fee for the garden plots and manage the money in a way that excess profits will be distributed to a needy cause on behalf of the city and the church.

4. The City will provide a certificate of liability insurance for the use of land space at the Stoughton United Methodist Church to the church prior to expansion.

5. The City will oversee preseason plowing/tilling of a space not to exceed 100' x 150' of the community gardens at the Stoughton United Methodist Church.

6. The City will provide for an adequate amount of compost bins and their management at the church site.

7. The City will provide for an adequate amount of water sources at the site of the community gardens. The cost of water usage for the gardens will be the responsibility of the city.

8. The City will consult with the church as to adequate signage that credits the church's involvement with the community gardens. The cost will be endured by the city.

9. The City and the church will agree to promotions and publications regarding the community gardens.

10. The City will allow the 2009 Stoughton United Methodist Church community garden participants the right of first refusal in 2010.

11. The City will provide one garden plot to the church for use by the youth of the Stoughton United Methodist Church.

12. The City will provide the names, addresses, and phone numbers of community garden users to the church for the purpose of assistance to the city with complaint management.

13. The City will enforce community garden parking only on the tarred surface of the church parking lot.

14. The City will establish a procedure for complaint management.

15. A City representative and the board of trustees of the church will complete an annual review at the end of each garden season for the purpose of improvement.

Attachment defines areas of responsibilities.

Agreed to this _____ day of _____ in the year _____

_____	_____
_____	_____
For the City of Stoughton	For the United Methodist Church of Stoughton Board of Trustees