

CITY OF PERRYSBURG DEPARTMENT OF PUBLIC SERVICE

11980 Roachton Road | Perrysburg, OH 43551 | Office 419 872 8020 | www.ci.perrysburg.oh.us

ROACHTON ROAD/DEPARTMENT OF PUBLIC SERVICE CITY GARDEN PLOT AGREEMENT

This instrument made this _____ day of _____, 20_____, by and between the City of Perrysburg, Wood County, Ohio, 11980 Roachton Road, the Owner and _____, the Renter.

WITNESSETH: That the Owner does hereby demise, let and rent unto said Renter the following described premises:

LOT NUMBER _____: at 11980 Roachton Road at the Department of Public Service.

To have and to hold the same, with the appurtenances thereto belonging, for the term of seven and one-half months, beginning on the 1st day of April, 20_____, and ending on the 15th day of November, 20_____.

Yielding and paying therefore, for said term, the rent of Thirty-two Dollars (\$32) plus a security deposit of Twenty Dollars (\$20) to be returned at the end of the season if your garden plot is clear of debris or forfeited if it is not.

And said Renter does hereby covenant and agree with said Owner as follows:

1. That the Renter will fully comply with and obey all laws, ordinances, rules and regulations and requirements of all regularly constituted authorities in any way affecting said premises, of the use thereof.
2. That the Renter will not use said premises for any unlawful purpose.
3. That the Renter will permit said Owner or Agents of the Owner to enter upon said premises, to examine the condition of same.
4. That the Owner shall not be liable to the Renter or any other person for any damage to person or property on said premises.
5. That all property of Renter upon said premises shall be at the sole risk of the Renter.
6. That the Renter will care for the premises, KEEPING IT FREE OF ALL WEEDS.
7. That this reservation shall not be assigned, transferred or the premises sublet without the written consent of the Owner.
8. That the Renter agrees to refrain from burning any waste, rubbish, refuse or other debris on the premises, making suitable arrangements for the same to be removed from the premises on a regular basis.
9. The Renter understands that the premises are being rented in "as-is" condition and that the Owner shall not be liable for any damage to crops resulting from said condition.
10. That the Renter removes any stakes, wire, tomato baskets, twine, water hose, etc. by November 15th or the security deposit will be forfeited.
11. That the Renter does not need to remove and pile the plant material. City crews will mow and till lots after November 15th.
12. That the Renter has the first choice to renew his/her plot before the end of business (3:30 p.m.) on March 31st. On the next business day at 7:00 a.m., any available plots are open to the public.
13. If the Renter would like to move to a different plot, renter must note this on their agreement form when they return it with payment. Current renters can move to a different spot based on seniority and if any spots become available.
14. No vehicles are to be driven on or around garden plots.
15. Hoses must be stored on the hose rack provided. Do NOT leave hoses lying on the ground.

Planting to start April 1st (weather permitting).

And said Owner, for themselves and their successors and assigns, hereby covenants and agrees with said Renter:

1. That said Renter paying the rent and keeping and performing the covenants of this reservation on their part to be kept and performed, said Renter shall peaceable and quietly hold, occupy and enjoy premises, during said term, without any let, hindrance or molestation by any person whatsoever.

It is further mutually agreed that this reservation form and all of the covenants, provisions, terms, conditions and agreements herein contained shall insure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties thereto; provided, however, that no assignment, by, from, through, or under the Renter in violation of the covenants, provisions, terms and conditions hereof, or any of the, shall vest any right, title or interest whatever in the assignee.

IN WITNESS WHEREOF, the parties have hereunto set their hands to duplicates the day and year first above written.

Director of Public Service

Renter

Witness

Date

CITY GARDEN PLOT WAIVER FORM

I, _____, will hold the City of Perrysburg, or any person employed by the City, harmless for any injury or accident which may occur directly or indirectly to me or any member of my family while participating in the City Garden Plot.

Signature

Printed name

-----, Perrysburg, Ohio 43551
Address

Phone number _____ Date _____

City Use ONLY

Rental fee _____ Security deposit _____ Total Amount received _____

Cash Check Check number _____

Security Deposit returned: Yes No Reason not returned _____

Date deposit returned processed _____