Landshare Canada has prepared this document as a simple template that you may wish to use as a starting point when putting together agreements for the Landshare project described in this website. This template was put together assuming Landowners and Growers will be sharing the land on a day-to-day basis. If you will not be sharing the land on a regular basis as the templates describe and the Grower will have a greater degree of control or exclusive use sometimes, the templates will not be appropriate for your situation and could create rights for the Grower which you had not expected.

Further, each potential growing space is unique and there are numerous complicated laws relating to property that may also differ from site to site. The template cannot cover every possible circumstance and is likely to need to be altered to some extent, even for use with the most straightforward Landshare project.

It is therefore important that, before you proceed, you take independent legal advice on:

1. the consequences of entering into any landsharing arrangement;
2. whether the template is a suitable starting point for you; and
3. the changes needed to adapt the template to your circumstances.

You should never seek to use or adapt the template without obtaining this advice first as even straightforward arrangements may have potentially serious unintended legal consequences.

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**Agreement Between Landowner and Grower**

This Agreement between Landowner and the Grower.(The Agreement) is effective insert date

BETWEEN: Grower/Helper/Organization\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND: Landowner Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WHEREAS the Land owner finds that grower/helper is qualified to perform the work, all Relevant factors considered, and that such performance will be to the further enhancement of the Landowner’s property.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein intending to be legally bound the parties hereto agree to as follows:

1. **Tools and Labour Provided** –The landowner/grower/helper agrees to provide all of the tools and labour required to perform the following. (Only those that apply are to be checked)
	* Remove and compost existing sod
	* Till garden plot
	* Plant garden consisting of common vegetables, herbs and flowers
	* Mulch garden beds to retain moisture
	* Regularly weed and water garden
	* A Commitment to Organic growing methods.
	* Harvest garden
	* Replant where using succession planting
	* Work bed in the fall
	* Plant overwintering crop.

The Landowner/grower/helper agrees to provide and pay for all tools and equipment required for the preparation, and regular attention of the garden beds.

To complete the work in a timely fashion Leaf & Lyre Urban Farms will employ only those who would enter the yard under the supervision of either Rod Olson of Chad Kile.

1. **Payment –** The Landowner agrees to lend the Grower the use of their backyard free of charge from May 1, 2010 until snowfall after the growing season in exchange for:
	* A well-maintained Garden space

And one of the following:

* + BARTER: 15% of the produce
1. **Access –** The Landowner will make access to backyard available to the Grower on a regular basis.
2. **Water Usage –** The work of the Grower depends on access to water. The Landowner will offer water in the following ways:
	* Purchase a water collection system (at cost to the Owner) with water used by the Grower for the work.
	* Make one tap available for use\*
3. **Insurance Coverage –** The Landowner agrees to maintain full home insurance
	* The Grower agrees to obtain Liabiity Insurance

In the WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

Landowner Grower

Authorized Signature Authorized Signature

Print Name Print Name

\*Our growing practices are built around conserving resources and so water usage will be at a minimum. However if you are uncomfortable please keep track of water metering and we will pay the difference based on summer water consumption from previous years.