

# McCrimmon Community Garden Agreement

Located at 3870 Cary Glen Blvd, Cary, NC 27519

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## About the Garden

By participating in the McCrimmon Park Community Garden, you are joining the Town of Cary in promoting local food production, preserving and protecting the environment, and creating a communal space for learning and growing. Together, we are committed to growing community and food that make our community healthier and more sustainable. Our garden is designed to engage its participants in organic-like gardening practices that provide therapeutic, educational and healthful living opportunities.

*Garden Rental Period: March 1, 2026–January 31, 2027*

## Important Dates

January 15, 2026	Application period closed
February 7 and February 12, 2026	<b>Orientation Sessions - you must attend ONE of these sessions</b> <ul style="list-style-type: none"><li>• Feb 7   1–2 p.m.</li><li>• Feb 12   3:30–4:30 p.m.</li></ul>
May 2, 2026	Garden Open House (9–11 a.m.)
December 1, 2026	2027 Plot Rental Lottery Opens
January 31, 2027	2026 Plot Rental Terms End

# How Garden Rental Works

## About the Garden Plots

- Garden plots are limited to one per household.
- Renters must be Cary residents, and the primary renter must be at least 18 years old.
- **For McCrimmon Community Garden, there are two rental options.**
  - **Option 1:** A regular full size garden bed for \$50
  - **Option 2:** Two smaller beds for a total of \$25. These smaller beds run along the perimeter of the fence and are perfect for individuals due to their smaller size.
- No refunds will be provided for withdrawals.

## How Gardeners are Selected

- Garden plots are awarded by random selection through a lottery process on or shortly following the application deadline of January 15, 2026. This method is designed to provide fair and equal access to the garden.
- After garden plots are awarded in the random lottery, remaining applicants will be placed on a randomly ordered wait list. In the event that a gardener withdraws or is asked to leave the garden, the Town will invite the next gardener from the wait list to rent the available plot.
- Recipients will be notified that they have “won” a plot through our lottery system by phone and/or email and then be required to attend a Garden Orientation Session to make payment and sign their Garden Agreement.
- The full annual payment of \$50 is due at that time via RecTrac. If a plot is awarded and you are truly unable to attend any of the orientation sessions, a special exemption may be made upon request by emailing sarah.justice@carync.gov

## Using the Garden

- Each renter will receive the gate code that will allow them to enter the garden at any time.
- Each Gardener is FULLY responsible for any of their guests that they bring or allow into the garden and must inform any guests of all garden rules and regulations.
- Gardeners are responsible for providing their own seeds/plants and labor.
- All the plants that gardeners produce in their rented plots are for their own private and personal use. No one else is permitted to tamper with or remove plants from someone else’s garden bed.
- The Town reserves the right to evict any renter from their garden plot at any time if they do not adhere to the Community Garden Guidelines and Expectations outlined below.
- Community Garden events and resources will be available throughout the gardening year that will assist gardeners in their gardening goals and help build a sense of community among program Participants.

## Community Garden Guidelines and Expectations

1. Participant may enter premises to establish and maintain garden on or about March 1, 2026, and shall harvest all crops no later than January 31, 2027, when their lease will end.
2. Participant is responsible for maintaining their garden plot (and surrounding pathways) as weed-free as possible.
3. All of the plant materials grown in the individual plots are the sole property of the individual renter/participant. No one is permitted to tamper, harvest or trespass on another gardener's plot.
4. Non-organic insecticides, herbicides, or chemicals of any kind are not permitted. Gardeners are to use only organic-like gardening practices.
5. Participant is responsible for emptying the hoses and turning hydrant pumps off when finished. Sprinklers and automatic irrigation systems are not allowed.
6. Do not block sidewalks or pathways with stockpiles of materials, such as manure, woodchips, garden debris, etc. Stockpiles should be temporary and kept out of the public view.
7. Structural garden elements which a person may sit on, stand or, walk under or crawl under shall be constructed or installed by the Town of Cary or a qualified contractor only.
8. No object or plant material should exceed or extend beyond 12 inches past the Participant's individual garden plot dimensions. No altering of the outside dimensions of the plot is allowed.
9. Participant shall not cause damage to the garden premises and shall not do or bring onto the premises anything which in any way conflicts with the law, ordinances, rules, or regulations; or use the premises in any manner which will damage or annoy others. Illegal or poisonous plants are not permitted.
10. In the event that unnecessary damage is done to the premises by the Participant, or if any part or condition of this agreement or the rules and regulations are breached, the Town may terminate this agreement and repossess the plot. A written warning will be issued to the renter/s with a deadline to complete the clean-up of the space. In the event the Participant does not meet the deadline, they will receive a Notice of Default and Termination. The Participant may enter, and harvest crops he/she has planted within five days after receiving the Notice of Default and Termination. The Town of Cary will then clean out the garden bed and rent the space to another gardener with no refunds.
11. The Town of Cary is not liable for any damage to Participants' garden and/or crops due to but not limited to the following causes: natural causes (flooding, drought, lightening, animals), vandalism, and crop theft.
12. Participants should be civil and cooperative in relation to other gardeners, neighbors, and the public.
13. Pets are not allowed in the garden.
14. Major repairs that are required should be alerted to the Town by emailing [sarah.justice@carync.gov](mailto:sarah.justice@carync.gov) as soon as possible.
15. In case of illness, travel or any extended time away from the rented plot, notify the Town by emailing [sarah.justice@carync.gov](mailto:sarah.justice@carync.gov)
16. At termination of the agreement, the Participant shall return the premises to the Town of Cary in a neat and orderly condition similar to the way they found it at the beginning of their rental.

**Election to Participate in the Town of Cary’s Carpenter Park Community Garden Plot Rental Program**

\_\_\_\_\_ (name of individual that will be renting the garden plot, herein referred to as the “Participant”), after having read and agreed to the requirements contained in the attached document, elects to participate in the Town of Cary’s Carpenter Park Community Garden Plot Rental Program, administered through the Parks, Recreation and Cultural Resources Department. The Participants and all of their volunteers agree to abide by the Program requirements and safety guidelines set forth in the attached document titled “Town of Cary Carpenter Park Community Garden Agreement and Application.” Participant understands that there are dangers inherent in participating in this activity including, but not limited to, bodily injury, disability and death. Participant also understands that participating in this activity involves risks that include inclement weather or excessive heat, proximity to vehicles or equipment, contact with and actions of other Participants and/or the public, slips/trips/falls, repetitive motions and/or heavy lifting, and exposure to wildlife (including snakes and biting insects), among others. If Participant allows a child to participate in this activity, they agree that they are a parent, legal guardian, or otherwise responsible for the child who is participating, and they release, waive, and discharge any legal rights that they may assert on behalf of the child participating in this activity. In return for the opportunity to participate in the Program, Participants agrees for itself and for its heirs, assigns, executors, and administrators to release, waive, and discharge any legal rights it may have to seek payment or relief of any kind from the Town of Cary, its officers, employees or agents, for injury, illness, or death resulting from the Program. Participant also agrees not to sue the Town of Cary, its officers, employees or agents, and agrees to hold harmless and indemnify the Town of Cary, its officers, employees, or agents, for all claims, damages, losses, or expenses, including attorney’s fees, if a suit is filed concerning an injury, illness, or death resulting from participation in this Program.

**Participant:**

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address:  
\_\_\_\_\_

Please tell us how you heard about the Community Garden Plot Rental opportunity:

The Town of Cary recognizes the above-named Participant as confirmed to rent a garden plot at the Carpenter Park Community Garden from March 1, 2026 to January 31, 2027.