

THIS IS A COMMUNITY GARDEN LEASE (the “Lease”), dated this _____ day of _____, 2026, between the Town of Warrenton, (“Landowner”) and the Master Gardener Association of Fauquier and Rappahannock Counties, a nonprofit 501(c)(3) corporation (“Lessee”).

Background

Lessee is a nonprofit organization whose mission is to support Virginia Cooperative Extension in the education of Fauquier & Rappahannock County residents about safe, effective and sustainable garden management practices. In line with its mission, Lessee wishes to develop and operate a community garden. Landowner is willing to lease land to Lessee for that purpose on the terms described in this Lease.

In consideration of the mutual covenants and promises contained herein the Landowner and Lessee Agree as Follows:

1. PARCEL, TERM AND RENT

1.1 Lease. Landowner leases to Lessee an approximately 6,600 square foot parcel located on the east side of the Warrenton Aquatic & Recreation Facility (WARF), 800 Waterloo Road, in the Town of Warrenton and more particularly described as a portion of PIN # 6974-64-6885 shown on the Attached Map identified as Exhibit A Leased Area Maps. The leased Parcel expressly excludes the existing asphalt path and any associated shoulders or access areas, which shall remain under the control, use, and maintenance of the Landowner. The Parcel is leased subject to all existing easements, restrictions, and rights-of-way of record.

1.2 Use. Lessee will use the Parcel for the sole purpose of operating a community garden (the “Garden”) with plots to be assigned by Lessee to community members. The area dedicated to the community garden plots shall be limited to that area shown on the attached map identified as Exhibit B Garden Improvements Layout Map. No commercial activities, including but not limited to the sale of produce or garden-related goods, are permitted on the Parcel without the prior written consent of the Landowner. Lessee shall comply with all applicable Town policies, ordinances, and regulations, as may be amended from time to time.

1.3 Term. The term of this Lease is 3 years, starting on _____, 2026 and ending on _____, 2029. This Lease will terminate upon the expiration of this term or the final renewal term, if any, or if either party terminates it as described in Section 4.

1.4 Renewal. This Lease will automatically renew for up to 3 additional 3-year terms unless either Landowner or Lessee provides written notice to the other of nonrenewal no later than three months prior to the end of the current term.

1.5 Rent. On the date that this Lease is signed and on each following anniversary, Lessee will pay Landowner \$1.00 in rent for the next year.

1.6 Late Payment. Lessee’s failure to pay rent within thirty (30) days of when the payment is due breaches this Lease. If that happens, Landowner will provide Lessee with written

notification that Lessee has an additional 30 days from receipt of the written notice to cure any non-payment after which Landowner will have all of the rights and remedies provided for in this Lease and under law in the case of non-payment of rent.

2. OPERATION AND MAINTENANCE OF PARCEL

2.1 Condition of Parcel (As-Is). Lessee acknowledges that Landowner is not making any representations, warranties, promises, or guarantees of any kind to Lessee, including, without limitation, any representations about the quality, condition, or suitability of the Parcel for use as a community garden. In deciding to enter this Lease, Lessee has made its own independent evaluation of the suitability of the Parcel for a community garden.

2.2 Lessee Responsibilities/No Landowner Duties. Lessee has sole responsibility for the planning, setup, management, and carrying out of operations on the Parcel, including, without limitation, obtaining any permits required for operating a community garden. Landowner has no obligation to make any alterations, improvements, or repairs of any kind on the Parcel, or to provide any services or other support.

2.3 Compliance with Laws, Regulations and Garden Agreements Lessee will use and operate the Parcel in compliance with all applicable zoning, environmental, and other laws and regulations. Lessee will enter into an agreement with each party responsible for a garden plot within the Parcel which specifies all laws, regulations and requirements relating to the operation of such garden plot. Gardeners shall not be deemed tenants of Landowner.

2.4 Environmental Compliance and Nutrient Management Lessee shall operate the community garden in accordance with all applicable environmental laws, regulations, and will soil test and manage the leased property consistent with Virginia Cooperative Extension recommendations for the land use. Lessee will provide a Nutrient Management Plan from Virginia Cooperative Extension for the garden site and will operate the community garden in accordance with that plan. Lessee shall ensure that all fertilizers, soil amendments, and pest management practices comply with Town and state requirements, and that all applications are performed by certified individuals as required. Lessee shall manage the pests, weeds, and diseases consistent with USDA organic gardening practices for soil fertility, pests, weeds, and diseases. Lessee assumes responsibility for any environmental damage, runoff contamination, or regulatory violations arising from garden operations and shall indemnify and hold Landowner harmless from any related claims, penalties, or remediation costs. Landowner may require corrective action, suspend activities, or terminate this Lease for noncompliance.

2.5 Garden Rules. Lessee will operate the garden in accordance with a set of garden rules that will address garden plot eligibility, maintenance, hours, and water usage. Lessee will require all gardeners to enter into a Gardener Agreement and Waiver of Liability.

2.6 Improvements, Structures and Security. Lessee may not make or permit any alterations or improvements to the Parcel without Landowner's prior written consent, except as provided in Exhibit B and including fences, garden beds, raised beds, sheds, work tables, benches and other items useful for operating a community garden. All such work shall comply with applicable laws, codes, and permitting requirements, and shall be performed at Lessee's sole

expense. If Lessee keeps equipment or tools on the Parcel, Lessee must install a toolbox or shed and make a reasonable effort to keep tools stored away when not in use for gardening. Sheds will be limited to 250 sq/ft, unless otherwise permitted and must be approved in writing by the Town prior to installation. They may be subject to additional requirements based on the Town's review of the proposed structure. Upon expiration or termination of this Lease, Lessee shall remove all equipment, structures, and personal property from the Parcel, unless Landowner agrees in writing to their retention. Any property not removed within thirty (30) days shall be deemed abandoned and may be disposed of by Landowner at Lessee's expense. Lessee may install a system, where practicable, to prevent wildlife and/or restrict non-gardener access to the garden plots, such as a system of fences and locks if Lessee determines such system is necessary.

2.7 Equipment and Ground Disturbance Only hand tools and small horticultural equipment typical for community garden use may be used and must be hand operated or battery powered unless otherwise approved in writing by Landowner. No tractors, powered augers, trenchers, or motorized equipment capable of ground disturbance greater than 10 inches may be used without prior written approval. No digging, staking, or post installation shall occur until utilities are located through Virginia Miss Utility or other approved service. Lessee is responsible for any damage to irrigation systems, utilities, sidewalks, or Landowner infrastructure caused by Lessee, its volunteers, or gardeners.

2.8 Maintenance and Upkeep Standards Lessee shall maintain the Garden in a safe and orderly condition including: removal of trash and debris weekly during growing season, control of weeds and invasive species, removal of abandoned plots within 30 days, pest and vermin control, seasonal winterization of irrigation and structures, and maintaining clear emergency access at all times provided however that this sentence shall not apply to compost (in suitable compost bins) located within the Garden. Failure to maintain the Garden may be treated as a breach after written notice and opportunity to cure.

2.9 Assignment and Plot Use Restrictions Any attempted assignment, sublease, or transfer of this Lease or any interest therein, except as expressly permitted herein, shall be void and shall constitute grounds for immediate termination of this Lease by Landowner.

2.10 Landowner Access, Inspection, and Control Landowner and its agents shall have the right to enter the Parcel at any time for any municipal purpose, including inspection, maintenance, or emergency access. In the event of an emergency, no prior notice shall be required. Lessee shall provide Landowner with all necessary keys or access codes. Landowner may temporarily close or restrict access to all or any portion of the Parcel as reasonably necessary, and such actions shall not constitute a breach of this Lease. Section 2.10 does not impose any duty on Landowner to inspect the Parcel, report to Lessee the results of any inspection or assume any liability of any kind arising from inspecting or not inspecting the Parcel.

2.11 Signage. Lessee shall not install or display any signage on the Parcel without the prior written approval of Landowner. Lessee shall submit a visual design of any proposed sign to the Town for approval. All signage must comply with applicable zoning laws and permitting requirements.

3. EXPENSES

3.1 Utilities. Landowner will permit Lessee to access water and electricity necessary to conduct the activities contemplated by this Lease Agreement; however, Lessee shall be solely responsible, at its own cost and expense, for the installation of yard hydrants (spigot) on the garden side of the walking path, in locations approved in writing by Landowner. Lessee may, at their discretion, install a dedicated exterior electrical outlet in a location approved in writing by Landowner. All such installations must comply with applicable building and safety codes and be performed by licensed contractors approved by Landowner. Lessee shall not run extension cords or hoses across walkways, through windows, or doors, or in any manner that creates a safety or code compliance hazard. Devices needed to connect to and convey water and electricity to the garden are the responsibility of the Lessee. Lessee shall use water and electricity efficiently and in accordance with any usage limits established by Landowner and Lessee. Landowner reserves the right to bill Lessee for excessive utility usage above the limits agreed to by the parties as referenced above.

3.2 Taxes. Lessee shall be solely responsible for any and all taxes, assessments, or charges arising from its use or occupancy of the Parcel, and shall indemnify and hold Landowner harmless from any such obligations.

4. TERMINATION

4.1 At Will. This Lease may be terminated at any time by either Landowner or Lessee. Such a termination will be effective three months after delivery by the terminating party to the other party of a written notice of termination under this Section 4.1.

4.2 Breach by Lessee. If Lessee breaches any of its duties or obligations under this Lease, Landowner may provide Lessee with written notice of the breach. If Lessee fails to cure the breach within 30 days after receipt of such notice, Landowner may terminate this Lease by providing written notice, with the termination date effective 30 days after delivery of such notice to Lessee. For clarity, this Section 4.2 applies to termination of this Lease and Section 1.6 applies to non-payment of rent.

4.3 Surrender and Restoration of Parcel. Upon expiration or termination of this Lease, Lessee and Landowner shall conduct a joint inspection of the Parcel. Lessee shall, at its sole expense, restore the Parcel to its original condition, reasonable wear and tear excepted, and repair any damage caused by its use. Lessee shall remove all equipment, structures, improvements, and personal property from the Parcel, unless Landowner agrees in writing to their retention. Any property not removed within thirty (30) days shall be deemed abandoned and may be disposed of by Landowner at Lessee's expense. If Lessee fails to complete restoration within the required timeframe, Landowner may perform the work and Lessee shall reimburse Landowner for all costs incurred.

4.4 Cooperate in Transition. Upon termination or expiration of this Lease, the rights of Lessee under this Lease will immediately, automatically, and without consideration terminate and revert to Landowner. Lessee and Landowner will cooperate in good faith in reasonable transition activities with Landowner prior to and after termination of this Lease in order to minimize impact on the community and Landowner's use of the Parcel.

4.5 Personal Property. If Lessee or any gardener leaves any of its personal property on the Parcel after the termination of this Lease, Landowner may dispose of, donate or sell it in the sole decision of the Landowner.

4.6 Holding Over. If Lessee remains in possession of the Parcel after expiration or termination of this Lease without Landowner's written consent, any holding over by Lessee after expiration or termination of this Lease without Landowner's express written consent is not a renewal or extension of the Lease and will not give Lessee rights in or to the Parcel. Lessee shall pay Landowner a holdover fee equal to one hundred fifty percent (150%) of the annual rent at the fair market value, prorated on a daily basis, for each day of unauthorized occupancy.

4.7 Cumulative Remedies. All of Landowner's rights, powers and remedies under this Lease are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to Landowner at law or in equity. The exercise of any one or more of these rights or remedies will not impair Landowner's right to exercise any other right or remedy including any all rights and remedies of a landlord under or any similar, successor, or related laws.

5. INDEMNITY AND WAIVER OF LIABILITY

5.1 Indemnification. Lessee will defend, indemnify, and hold Landowner and Landowner's boards, commissions, officers, employees, agents, and assigns (collectively a "Landowner Party" or "Landowner Parties"), harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees (together, "Losses"), including, without limitation, Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by Lessee or any of Lessee's gardeners, employees, contractors, family members, guests, participating in or present in the Garden (collectively, "Lessee Parties"), which may arise directly or indirectly from (a) Lessee Parties' use or operation of or presence on the Parcel, except to the extent the Loss is caused by the gross negligence or willful misconduct of Landowner. Lessee's indemnification obligations shall include, without limitation, claims arising from violation of law, environmental contamination, or the presence, release, or disposal of hazardous materials on or about the Parcel by Lessee or its agents.

5.2 Waiver of Liability. Lessee releases and waives all claims against any Landowner Party with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by Lessee or a gardener from any causes whatsoever, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of such Landowner; (b) any loss or damage or injury to any property on or about the Parcel belonging to Lessee or a gardener, except to the extent such injury or damage is to property not covered by Lessee's insurance and is caused by gross negligence or willful misconduct of such Landowner; or (c) the condition of the Parcel and suitability of the Parcel for use as a community garden. Lessee shall require all gardeners, volunteers, and participants to execute a waiver of liability in a form approved by Landowner, and shall provide copies of all such waivers to Landowner upon request. Subject to the prior provisions, Landowner shall not be liable for any damage or damages of any nature whatsoever to Lessee caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing, or

irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Parcel, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Parcel, or by anything done or omitted to be done by Lessee Parties or any other person on the Parcel..

6. INSURANCE

6.1 Insurance. Lessee will, at its own cost, take out and maintain without interruption during the term of this Lease comprehensive general liability insurance naming Landowner as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000). Coverage shall be made on an “occurrence” basis and not a “claims made” basis. Lessee shall provide Landowner with certificates of insurance evidencing the required coverage annually, and shall ensure that all insurance is provided by insurers licensed to do business in Virginia. Lessee shall provide Landowner with at least thirty (30) days’ prior written notice of any cancellation, non-renewal, or material change in coverage.

6.2 Evidence of Insurance. On or before Landowner delivers possession of the Parcel to Lessee, Lessee will provide Landowner with a copy of the insurance policies required by Section 6.1. Lessee will deliver to Landowner evidence of each renewal or replacement of any required insurance policy at least 10 days prior to the expiration of such policy. In lieu of the actual policies, Lessee may deliver to Landowner a certificate of insurance evidencing Lessee’s insurance policies, provided that Landowner also receives a copy of the endorsement naming Landowner as an additional insured.

7. GENERAL PROVISIONS

7.1 Entire Agreement. This Lease is the entire agreement between Landowner and Lessee and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between Landowner and Lessee relating to the same subject matter.

7.2 Modification and Severability. This Lease may be modified only as stated in a writing signed by both Landowner and Lessee which states that it is an amendment to this Lease. If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

7.3 Waiver. Any waiver of any term of this Lease must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this Lease will not be considered a waiver of that party’s rights under this Lease. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Lease.

7.4 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

7.5 Third-Party Beneficiaries. Except as specifically provided in Section 5 of this Lease, this Lease is for the exclusive benefit of Landowner and Lessee, and not for the benefit of any third party including, without limitation, any gardener, employee, or volunteer of Lessee. All Landowner Parties are an express third party beneficiary of Section 5.

7.6 Notices. Notices and consents under this Lease must be in writing and delivered by mail, courier, fax, or electronic mail to the addresses set out on the signature page of this Lease. These addresses may be changed by written notice to the other party. Notices given in the manner provided by this Section 7.4 will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier or delivery by fax.

7.7 Governing Law; Jurisdiction and Venue. This Lease is governed by Virginia law. Lessee hereby waives any objection to the exclusive jurisdiction and venue of the state and federal courts of Fauquier County, Virginia.

7.8 Compliance with Town Policies. Lessee shall comply with all Town ordinances, policies, and procedures applicable to the Parcel and its use, as may be amended from time to time.

7.9 Environmental Protection. Lessee shall comply with all applicable environmental laws and regulations. Lessee shall be responsible for any remediation or cleanup required as a result of its activities.

7.10 Non-Discrimination. Lessee shall operate the community garden in a manner that does not discriminate on the basis of race, color, religion, national origin, sex, age, disability, or any other protected class, and shall comply with all applicable civil rights laws.

This Lease is signed by Landowner and Lessee as of the date first written above.

LANDOWNER LESSEE

By: _____ By:

Name: _____ Name:

Title: _____ Title:

Address: _____ Address:

Telephone: _____ Telephone:

Fax: _____ Fax:

EXHIBITS

Exhibit A: Leased Area Maps

Exhibit B: Garden Improvements Layout Map

Exhibit A: Leased Area Maps

A.1 Warrenton Aquatic & Recreation Facility, 800 Waterloo Road



A.2, Area to be Leased¹ next to Warrenton Aquatic & Recreation Facility - East Side of Building

The screenshot displays a GIS application interface. On the left, there are navigation controls: a zoom in (+) and zoom out (-) button, a home button, a location pin button, and a refresh button. At the top, a search bar contains the text "Address, PIN, Name Search". The main view is an aerial photograph of a property with a large orange-outlined polygon representing a leased area. The area is labeled with the number "6885" and the measurement "6,593.60 ft²". A "Full Screen" button is visible in the bottom right corner of the map area. At the bottom left, it says "Fauquier County GIS" and at the bottom right, "Powered by Esri".

Search by Address, PIN, Owner, or Select a Parcel:
VisionPID: 19646
actDataScout: <https://www.actdatascout.com>
Parcel ID: 6974-64-6885-000
Owner: WARRENTON TOWN OF
Site Address: 800 WATERLOO RD
Mailing Address:
PO DRAWER 341
WARRENTON, VA, 20188-0341
Acreage: 64.5267
Last Sale Date: 2003-06-09
Last Sale Price: 747500
Owner Deed Book/Page: 1035/2041

Measurement

Unit
Square feet

Area
6,593.60 ft²

Perimeter
328.04 ft

New measurement

¹ Paved path could be omitted from leased area, or a condition added to lease indicating Town would continue to maintain the path, and the Lessee would not block or impede access along the path.

Exhibit B: Garden Improvements Layout Map

The map displays an aerial view of a property with several key features highlighted:

- Yellow Area:** A rectangular area on the left side of the property, labeled "Yellow Area for Shed, Gathering or Work Space, Composting". A white arrow points to this area.
- Orange Area:** A larger rectangular area in the center, outlined in orange, labeled "COMMUNITY GARDEN PLOTS" and "5,079.29 ft² Fenced Garden Area".

The map interface includes a search bar at the top with the text "Address, PIN, Name Search" and a search icon. On the left side, there are navigation controls: a plus sign for zoom in, a minus sign for zoom out, a home button, a location pin, and an up arrow. A "800" label is visible near the bottom left. At the bottom left, it says "Fauquier County GIS" and at the bottom right, "Powered by Esri". A "Full Screen" button is located in the bottom right corner of the map area.

Search by Address, PIN, Owner, or Select a Parcel:
VisionPID: 19646
actDataScout: <https://www.actdatascout.com>
Parcel ID: 6974-64-6885-000
Owner: WARRENTON TOWN OF
Site Address: 800 WATERLOO RD
Mailing Address:
PO DRAWER 341
WARRENTON, VA, 20188-0341
Acreage: 64.5267
Last Sale Date: 2003-06-09
Last Sale Price: 747500
Owner Deed Book/Page: 1035/2041

Measurement

Unit: Square feet

Area: 5,079.29 ft²

Perimeter: 294.50 ft