Town of East Haddam
Center for Community Agriculture - 2026 Season
Short-term Farm Land Lease Agreement

TENANT QUALIFICATIONS

1. Applicant must be 18 years of age or older, resident of East Haddam or any surrounding town. Open to farms, businesses, individuals, or groups.

AGREEMENT

2. This agreement is between the TOWN OF EAST HADDAM (landowner) and _____, (*insert tenant name*), for the lease of certain parcels of land for the purpose of growing crops, according to the principles outlined by the CT Chapter of the Northeast Organic Farming Association (CT NOFA) in its Farmer's Pledge.

DESCRIPTION OF PREMISES

3. The parcel(s) contained in this agreement is/are described as follows: within the four (4) acres of fenced land at the Center for Community Agriculture at 218 Mt. Parnassus Road, East Haddam, Connecticut. Tenant will have access to the land 7 days a week, sunrise to 1/2 hour after sunset.

There will be no running water or hose hook-up onsite. Water tanks will be available and filled with water regularly by the East Haddam Fire Department.

TERM

4. The term of this lease shall be from March 1, 2026 to December 31, 2026, except as terminated earlier according to the provisions below.

LEASE PRICE/NUMBER OF PLOTS

5. The tenant agrees to pay a lease fee to the landowner of $50 per standard 33'x33' CCA plot x _____ number of plots for a total of $_____ per year. The maximum number of standard plots per tenant is 10 (approx. ¼ acre). Smaller plots are also available.

The tenant agrees to pay such sum in a single installment at the beginning of the lease term. Payments by check payable to the "Town of East Haddam, CT" at the Municipal Office Complex, Office of the First Selectman, 1 Plains Road, P.O. Box 385, Moodus, CT 06469. This lease agreement and fee may be renewed annually, subject to availability. A yearly payment will be due March 1st of each year thereafter. Plot location and quantity will be made available annually and will be based on a first come, first serve basis.

Leased Plot # _____, _____, _____, _____, _____

Leased Plot # _____, _____, _____, _____, _____

USE OF PREMISES - Tenant

6. The CT NOFA Farmer's Pledge approach is dedicated to ecologically sound farming and gardening, and the development of local sustainable agriculture. The tenant agrees to sign and follow the CT NOFA Farmer's Pledge as attached.

7. Landlord may establish reasonable rules and regulations to govern and maintain orderly use of the Land. The current operational rules and regulations are attached. Updates will be provided to tenants throughout the season as needed.

8. Permitted/Prohibited Uses: The tenant is permitted all normal activities associated with the above purposes.

1. The tenant agrees to employ standard best management practices, including regular maintenance of their plot.
2. The tenant will not grow noxious weeds, illegal substances, vines, vegetables or fruit that will interfere with other gardener's enjoyment and productivity of their plot.
3. The tenant agrees not to assign or sublease his/her interest.
4. No permanent structures are allowed on the plots.
5. On termination of this lease, the tenant shall leave the land in good condition subject to normal use as an arable plot of land following sustainable organic farming practices.

USE OF PREMISES – Tenant (continued)

9. The tenant agrees to follow these rules of use and sign the attached document advising of the inherent risk associated with the use of the property, as well as a waiver, hold harmless agreement, and release of liability as a result of or associated with tenant's or tenant's guest participation in the Center for Community Agriculture land lease program.

USE OF PREMISES - Landowner

10. The landowner shall have the right to enter the property for inspection, provided that he/she does not impair the tenant's agricultural activities on the property.

DEFAULT AND RIGHT TO TERMINATE

11. Either party may terminate this lease at any time with 10 day notice to the other party. Tenant's use of the plot may be terminated by the landowner due to non-compliance with the items in this lease or the CCA Operating Rules and Regulations. Payment will not be refunded.

12. The terms of this lease may be amended by mutual consent, in writing.

13. A default in any of these provisions by either party may be cured upon written notice by the other party within 10 days of receipt of such notice. Any disputes occurring from this lease may be resolved by standard mediation practices, if necessary.

It shall not be considered a default of this lease if weather or other circumstance prevents timely practice or harvesting.

OTHER TERMS/CONDITIONS

14. The landowner reserves the right to postpone or cancel lease agreements and refund any payments should the premises not be available for 2026 growing season.

15. Please specify type of crop(s), if known. _____

_____

Signed:

_____ date_____ ***(tenant)***

Printed Name: _____

Address: _____

Contact Number: _____ Email: _____

_____ date_____ ***(on behalf of landowner)***

Todd H. Gelston, First Selectman

Attachments include:

- CT NOFA Farmer's Pledge
- 2026 CCA Garden Plot Operational Rules and Regulations
- 2026 CCA Waiver/Hold Harmless Agreement/Release of Liability

Office Use:

- __signed lease and payment by check # _____ (_____ plots x $50 = _____)
- __signed CT NOFA Farmer's Pledge
- __signed Waiver/Hold Harmless/Release of Liability

Town of East Haddam
Center for Community Agriculture - 2026 Season

Garden Plot Operational Rules and Regulations

HOURS
Access is available sunrise to ½ hour after sunset.

PARKING
All vehicles must park outside the fence. Cars should remain in the designated entrance parking area. Off road vehicle parking is available near each of the entrance gates. No overnight parking.

DROP OFF/PICK UP
Temporary vehicular access to the fence gate opening areas is available via the marked paths. Vehicles are not permitted inside the fence.

PETS
Pets are NOT allowed within the garden plot fenced area of the CCA property.

WASTE DISPOSAL
Carry out all trash when you leave. There are no onsite waste dumpsters. All diseased plant parts should be disposed of as trash.

TOBACCO/ALCOHOL
Smoking and/or chewing tobacco is NOT permitted on site. Alcohol consumption is NOT permitted on site.

SUPERVISION
Adult supervision required for participants age 16 and younger.
Please supervise any family or group members so that they do not disturb other plots or fencing.

ORGANIC FARMING – according to the CT NOFA Farmer's Pledge *ctnofa.org 203-308-2584*

- Serve the health of soil, people and nature by rejecting the use of synthetic insecticides, herbicides, fungicides, and fertilizers.
- Reject the use of GMOs, chemically treated seeds, synthetic toxic materials, irradiation, and sewage sludge in our farming, and all synthetic substances in all post-harvest handling.
- Handle raw manure and soil amendments with care.

Continued on next page

Town of East Haddam
Center for Community Agriculture - 2026 Season

Garden Plot Operational Rules and Regulations

PLOTS

- Be considerate of other tenants.
- Maintain and harvest from your own plot. Do not access another plot without permission.
- All tools must be removed from the garden plots each day.
- Keep weeds and insects under control.
- Keep rocks out of the center of the pathways and borders. Rocks may be placed in the designated rock pile area.
- Please help maintain the pathways by removing any weeds near your plot.
- Plots need to be clear of all debris by December 31, 2026.

COMPOST

Dispose of weeds and plant materials in designated compost area.

MANAGEMENT

Notify the First Selectmen's Office 860-873-5021 of the following:

- if you are unable to tend your plot or will be absent for a long period of time.
- if a friend or new person will be taking over your plot. Note: you will continue to be responsible for the plot and/or any resulting damage until a new agreement is signed by a friend or new person.
- if damage, vandalism or theft occurs.
- if you are concerned that another gardener is not following the CT NOFA Farmer's Pledge.

Any non-compliance of the above will be given 10 day notice to rectify. If plot remains in non-compliance, use will be terminated. No refunds will be given.

Town of East Haddam - Center for Community Agriculture

WAIVER, HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY

2026 Garden Plot Season

In consideration for the privilege of participating in the short-term farmland lease program at the Center for Community Agriculture, the undersigned hereby agrees that:

1. I understand that there are inherent risks involved in participating in the activities at the Center for Community Agriculture, including the risk of serious physical injury or death and ***I FULLY ASSUME ALL RISKS ASSOCIATED WITH THESE ACTIVITIES, EVEN IF DUE TO THE NEGLIGENCE OF THE TOWN OF EAST HADDAM AND ITS AGENTS, EMPLOYEES, OR AUTHORIZED VOLUNTEERS***, including but not limited to: muscle strain and other muscle injuries, heat exhaustion or heat stroke, insect bites, or injuries as a result of equipment failure; lack of safety devices or inadequate safety devices; lack of warnings or inadequate warnings; lack of instructions or inadequate instructions; actions or negligence of other tenants, and the like.

   I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, ***AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF EAST HADDAM AND ITS AGENTS, EMPLOYEES, OR AUTHORIZED VOLUNTEERS*** from any and all claims, suits or demands against any loss, cost, liability, damage, fine, penalty, claim, suit, settlement or judgment, including attorney's fees, and also including use of tools, theft of tools, crops or property left onsite, as a result of or associated with my use or my guest's participation in the Center for Community Agriculture land lease program, ***INCLUDING CLAIMS OF NEGLIGENCE ON THE PART OF THE TOWN OF EAST HADDAM AND ITS AGENTS, EMPLOYEES, OR AUTHORIZED VOLUNTEERS***.

2. I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, ***HEREBY RELEASE, AND AGREE THAT I WILL NOT SUE THE TOWN OF EAST HADDAM AND ITS AGENTS, EMPLOYEES, OR AUTHORIZED VOLUNTEERS***. for money damages for personal injury sustained by me while using the Center for Community Agriculture land or facilities ***EVEN IF DUE TO THE NEGLIGENCE OF THE TOWN OF EAST HADDAM AND ITS AGENTS, EMPLOYEES, OR AUTHORIZED VOLUNTEERS***.

I HAVE READ THIS WAIVER, HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I HAVE NOT BEEN INDUCED TO SIGN THIS AGREEMENT BY ANY PROMISE OR REPRESENTATION, AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.

_____	_____	_____
PARTICIPANT'S SIGNATURE	PARTICIPANT'S PRINTED NAME	DATE

2020 Farmer's Pledge™

Knowing your farmer is the best assurance that the food you buy is responsibly grown with methods that honor the web of life. The Northeast Organic Farming Association of Connecticut, Inc. (CT NOFA, Inc.) believes that farmers should work in harmony with nature and leave the little piece of the world over which they have stewardship in better condition than when they found it.

To further enable consumers to identify the farms they want to support with their food dollars, CT NOFA is using the Farmer's Pledge, a separate and distinct program from USDA Certified Organic. This Pledge is based on the integrity of the farmer. It seeks to describe sustainable practices in a document that both certified organic growers and growers that use agro-ecological systems can attest is an accurate description of how they farm. It serves as a bridge for consumers and farmers alike to better know the agriculturists that struggle to create healthy communities, local food security, and food sovereignty.

Farmers who adhere to the Pledge sign the Pledge annually, which they may display for customers. Those who sign this Pledge agree that customers may inspect, by appointment, the farm to judge if the farmer is adhering to the Pledge. CT NOFA does not investigate or make any guarantee that the individual farmer is complying with the Farmer's Pledge. If a customer visits a farm and believes the farmer is not honoring the Pledge, the customer may write the Executive Director of CT NOFA to register a complaint.

In 2001, the USDA created a National Organic Program, which defined and regulated the agricultural uses of the word organic through a set of national organic standards. Therefore, taking this Pledge does not entitle a farmer to represent their products as organic. However, CT NOFA believes that certified organic farmers and farmers that sign the Farmer's Pledge have far more in common than they have differences. We hold this principle inviolable. We should never forget that humanity's seed stock and growing practices are the result of farmers sharing seeds, knowledge, values, farmer-tested innovations, and agricultural science over thousands of years.

We Pledge That in Our Farming, Processing, and Marketing, We Will:

- Build and maintain healthy soils by applying farming practices that include rotating crops annually, using compost, cover crops, green manures, and reducing tillage
- Serve the health of soil, people and nature by rejecting the use of synthetic insecticides, herbicides, fungicides, and fertilizers
- Reject the use of GMOs, chemically treated seeds, synthetic toxic materials, irradiation, and sewage sludge in our farming, and all synthetic substances in all post-harvest handling
- Treat livestock humanely by providing pasture for ruminants, access to outdoors and fresh air for all livestock, banning cruel alterations, and using no hormones, GMOs or antibiotics in feed
- Handle raw manure and soil amendments with care
- Support agricultural markets and infrastructure that enable small farms to thrive
- Conserve natural resources including the atmosphere and climate by reducing erosion and pollution of air, soil and water through responsible farming practices
- Maximize the nutritional value of food and feed by practicing careful post harvest handling
- Practice minimal processing for all food products to preserve the natural nutritional value of food: NO use of irradiation, ultra-pasteurization, excessive heat, synthetic preservatives, or GMO processing agents or additives, and include all ingredients on labels
- Ensure food safety by using potable water for washing crops
- Reduce the ecological footprint of farms and homes by limiting energy use and converting to renewable sources of energy
- Reduce food miles by selling produce locally and regionally
- Create beneficial habitat for wildlife and encourage biodiversity
- Help preserve farmland
- Share and develop farming skills and know-how
- Use ethical business practices
- Pay a living wage to all farm workers and acknowledge their freedom of association and their right to collective bargaining
- Treat family members and farm workers with respect, and ensure their safety on the farm
- Work in cooperation with other farmers and with the neighboring community to create a more sustainable way of life
- Encourage the distribution of unsold but edible food to people who need it
- Sustain the land in healthy condition for future generations

Name of Farm/Organization (please print) _____

Name (please print) _____ Signature _____ Date _____

Received by CT NOFA _____ Date _____

Northeast Organic Farming Association of Connecticut
358 Springside Avenue, New Haven, CT 06515 | ctnofa.org | 203-408-6819 | ctnofa@ctnofa.org