



## **Braehead Community Garden Raised Bed Agreement**

Thank you for joining the Braehead Community Garden (BCG). We look forward to growing with you!

Braehead Broomridge and District Community Development Trust (the Trust) manages BCG. For the purposes of this agreement, the Trust is the Landlord and you are the Tenant.

### **1. GRANT**

- a. The Landlord lets to the Tenant raised bed number --- in the Braehead Community Garden for a period of one year from 1 April 2023 (commencement date) – 31 March 2024

### **2. RENT**

- a. The Tenant shall pay the Landlord a rental rate for the year 1 April – 31 March of £10 garden access + £30 for an outdoor raised bed + £30 for an indoor raised bed
- b. In order to rent a raised bed, agreement to adhere to BCG Rules and Regulations, Health and Safety Policy and Covid Mitigations is required

### **4. TENANT'S OBLIGATIONS**

#### **Use**

- a. The Tenant shall:
  - i. use the raised bed for the production of fruit, vegetables, flowers and for no other purpose
  - ii. be respectful observing the garden's rules and regulations
  - iii. keep the raised bed in a good and tidy condition, not obstructing the area around the bed
  - iv. not keep any livestock on the raised bed

- b. The Tenant is required to give notice in writing of any change of address
- c. The Tenant shall observe all statutory requirements and shall indemnify, and keep indemnified, the Landlord for all claims and liabilities arising from the Tenant's use of the Raised bed or its condition or of any breach, act or default by the Tenant of the obligations herein contained.

**5. LANDLORD'S OBLIGATION**

- a. The Landlord shall:
  - i. Be responsible for the overall management of the garden.
  - ii. Continue to develop and improve the garden.

**6. TERMINATION**

- a. This lease shall, unless otherwise agreed in writing, terminate one (1) year after the Commencement Date.
- b. The Landlord may terminate this lease, giving one month's written notice of:
  - i. the rent is in arrears for not less than forty (40) days; or
  - ii. the Tenant, not less than three months after the Commencement Date, is not duly observing the rules affecting the garden or a condition of this lease

**7. ALIENATION**

- a. The Tenant shall not sublet, assign or otherwise transfer this lease.

**8. LAW OF SCOTLAND TO APPLY**

- a. This lease shall be construed in accordance with the Laws of Scotland and the parties hereto prorogate the jurisdiction of the Court of Session in Scotland. IN WITNESS WHEREOF these presents consisting of this and the preceding three pages are subscribed as follows:

Executed for and on behalf of Braehead Broomridge and District Community Development Trust:

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Authorised Signatory

Witness  
Full Name:

Full Name:

Date:

Date:

.....

Signed By: ..... (Tenant)



Braehead, Broomridge & District Community Development Trust