



Connecting birds and people for the benefit of both

Lease Agreement
For
Hawk Valley Garden at
6001 Delta River Drive, Lansing MI

This lease is between Landowner, Michigan Audubon and the Garden Manager: _____
(hereafter “Manager”) and Hawk Valley Gardeners (hereafter “Gardeners”).

The lease is for use of land for the purpose of building and operating a community garden at Capital City Bird Sanctuary at Hawk Valley Farms (CCBS). The garden shall be located at approximately 6001 Delta River Drive, Lansing MI. The garden shall be established within the existing garden area previously used by the property donors, located at the approximate GPS coordinates of 42.764141, -84.635682.

The Manager is responsible for communicating with Michigan Audubon, overseeing other Gardeners, and ensuring that the garden area is properly maintained. The Manager will receive an access code for the locked gate at 6001 Delta River Drive and will not share this code with other Gardeners.

The Manager will prepare a plan for the garden and consult with the Landowner for approval. Future plans for site improvements including but not limited to fencing, additional rain barrels, and pollinator plantings will be presented to the Landowner for design and location approval.

The Manager and Gardeners are responsible for maintaining the garden area and following the Garden Rules and Regulations. All Gardeners, including the Manager, must sign the Garden Rules and Regulations as well as the Waiver attached to this lease agreement. The Manager agrees to oversee the Gardeners and ensure that all Gardeners adhere to the Garden Rules and Regulations. Any breaches of the Garden Rules and Regulations or terms of this lease will result in a written notice by the Manager. If this breach is not resolved or occurs again, the individual gardener responsible will be asked to leave the community garden.

The Manager and Gardeners will be held responsible for any damages by the Gardeners to the land or physical property belonging to the Landowner. Damage will be assessed by the Landowner (or a third party, if appropriate) and Gardeners will be held responsible for the cost of repairs or replacement of damaged property at market value.

The purpose of the community garden is to merge bird conservation and sustainable land use, while honoring the legacy of the property donor, Carl Haussman. Michigan Audubon is a bird conservation non-profit organization that maintains no religious affiliation. The Manager and Gardeners agree to uphold the purpose of the garden without formal religious affiliation.

MICHIGAN AUDUBON

PO Box 15249, Lansing, Michigan 48901

P: (517) 580 - 7364 • www.michiganaudubon.org



Connecting birds and people for the benefit of both

The duration of the lease shall be from April 15, 2019 to November 30, 2019 and may be renewed, following review, on an annual basis unless one of the parties does not approve. There shall be no charge for use of the land for the purpose specified herein for the 2019 season. This lease may be terminated at any time by the Landowner or the Manager (and Gardeners) by written notification. Termination will be effective 10 days after the notification is received.

Upon expiration or termination of this lease the Manager and Gardeners will leave the property belonging to the Landowner in at least as good order and condition as on the date that this lease is signed. All materials belonging to the Landowner will remain at the property.

Signing of this agreement constitutes acceptance of the above terms and conditions.

Print name (Landowner)

Signature (landowner)

Date

Print name (Garden Manager)

Signature (Garden Manager)

Date

MICHIGAN AUDUBON

PO Box 15249, Lansing, Michigan 48901

P: (517) 580 - 7364 • www.michiganaudubon.org