



RIO GRANDE COMMUNITY FARM 2024 SUBLEASE AGREEMENT

I. Overview

In partnership with the *City of Albuquerque Open Space Division (OSD)*, the non-profit 501(c)3 *Rio Grande Community Farm (the Farm)* manages lands at the *Los Poblanos Fields Open Space (LPF)*. The Farm subleases parcels in a designated *Community Garden* to participating *Growers* for a modest annual fee. Growers have their choice of 150 ft rows in the Community Garden, or one-eighth-of an-acre *MicroFarm* plots.

The Farm provides all Growers with regular acequia (ditch) irrigation (when available) and supplemental well access towers for drip tape systems.

A *Farm Coordinator* administers this Sublease Agreement, provides information on Regenerative Agriculture, and offers general support to Growers.

Location

The Community Garden is accessible from 1701 Tierra Viva Pl NW, Albuquerque, NM 87107.

Recommended parking is the dirt lot west of Alvarado Elementary School. If you must drive onto the property, park next to the Wellhouse/Hoophouse.

Fee

Annual sublease fee for 2024 is **\$135** for either a 150 ft Community Garden row or an eighth-of-an-acre MicroFarm plot. Fee is for the calendar year (date of payment and registration received until December 31st). The fees help pay for maintenance, water access, and staffing. Sublease fees are non-refundable, but they are transferable.

Reservations

To officially reserve your garden row/plot, please complete these final steps:

1. **Please make sure you have read and understand the entire Sublease Agreement.**
2. **Retain the Sublease Agreement (pages 1-6) for your own records.**
3. **Mail or deliver completed and signed:**
 - a. **Waiver of Liability & Agreement (pages 7-8)**
 - b. **Grower Registration/Renewal (page 9)**

**To: Rio Grande Community Farm
1701 Mantaño Rd NW, Albuquerque, NM 87107**
4. **Pay your annual fee to Rio Grande Community Farm by check.**

Contact: garden@riograndefarm.org



II. Grower Rights & Responsibilities

Rights

1. Access to, and control of, one quarter acre of land until December 31, 2024.
2. Receive flood irrigation consisting of surface water from the Rio Grande, via the Gallegos Lateral ditch (when available). Access to surface water is only by arrangement with, and administered by, the Farm Coordinator. Surface irrigation typically begins in early April and ends in October. Irrigations may be skipped or rescheduled due to significant precipitation or water curtailments by the *Middle Rio Grande Conservancy District (MRGCD)*.
3. Supplemental well use can be arranged almost year-round when starting new plants, in times of draught, or between floods when the temperatures are excessive. The well irrigation is only supplemental and cannot be relied upon as the sole source of irrigation.

Responsibilities

1. Prevent weeds from taking over/going to seed, falling over, or growing into other plots and creating a breeding ground for pests to exist. Common weeds that go to seed quickly on the farm are sunflowers, morning glory, and Johnson grass. Google these or ask a fellow Grower or the Farm Coordinator to point them out to you. Sunflowers, squash, and morning glory can all fall or grow into a neighbor's plot. They also take a lot out of the soil, please be considerate to both current and future farmers. Squash and melons are a breeding ground for Squash Bugs unless regularly attended to. If you cannot put in the time to keep these pests at bay, It is recommended you do not plant them.
2. Harvest only from your own rows.
3. Walk only in the furrows and clover pathways while moving through the farm. Do not walk on Rows or Beds. Stepping in planting areas can kill young plants and create compaction in planting beds because of our soil type.
4. Children are very welcome on the Farm but *must always* be supervised by an adult. Please help them show the same respect you would to the Farm and other Growers (example: where to walk, proper tool handling and honoring wildlife by not handling, chasing, or moving them.) Watch out For ants!
5. Dogs are NOT allowed in the growing areas. They can be disruptive to wildlife and spread pathogens.
6. Your fellow Growers, Farm staff, Volunteers, visitors, and neighbors all deserve to be treated with courtesy and respect. Our goal is to have a peaceful and caring atmosphere where different ideas and thoughts can be freely shared, regardless of growing experience. Any aggressive, condescending, oppressive, or disrespectful behavioral will NOT be tolerated. If anyone has an issue that they feel they cannot talk about calmly to a fellow Grower, please contact the Farm Coordinator for conflict resolution assistance.
7. No smoking.
8. No urinating or defecating on the property outside of the provided outhouses.
9. No playing loud music.
10. No illegal drug use.



11. No firearms.

III. Sublease Guidelines & Policies

Keep Boundaries Clear

Plots are bound on the sides by raised borders, through the middle with irrigation tube and, in Field A, a dirt access road. Please share the work in keeping these boundaries clear of debris and heavy weed growth.

Regenerative Growing Methods

Although the Farm is not Certified Organic, our land-use policies largely require methods which often exceeding those of Organic Certification. These policies are non-negotiable.

Products

No synthesized chemical herbicides, pesticides or fertilizers allowed (this includes non-organic Miracle-gro™ products). Products with a “USDA Organic” or an “OMRI” certification/label may be used. Homemade compost and vermicompost is allowed. If you are unsure whether a product is permitted, please contact the Farm Coordinator other Farm staff.

Weed Control

Round-up™ and other non-organic/OMRI certified herbicides are strictly prohibited. Mowing, hoeing, pulling, and digging are the recommended means of weed control. Smothering is effective for most annual weeds, however not with the Johnson grass that is pervasive in acequia flooded areas.

Structures

Los Poblanos Fields Open Space requires that we limit structures on the land. The Farm Coordinator will enforce that position. Landscape fabric, plastic, tarps, or other materials are allowed to be used in your plot but must be removed when you vacate.

Composting

Composting is encouraged, and you can do so by dropping what you pull right where you pulled it. If you put in a lined cage for composting, please locate it at the north end of your plot so it doesn't interfere with other Growers' flood irrigation.

Soil Management

Don't overwork the soil! It's a clay/loam and you will get more clods the more you turn it over. Regenerative Agriculture techniques include no-till cultivation, cover crops, and deep mulching.

Crops

No planting large perennials such as trees or bushes, if it can't be taken out with a rototiller don't plant it. This is due to the Farm's contract with the OSD to reduce permanent features on the land.



Safety

Heat

When working in the sun, use sunblock, hats, and long sleeves. Take frequent breaks in the shade. Prevent heatstroke by staying hydrated and drinking water every 15 to 20 minutes whether you are thirsty or not. Always bring drinking water with you to the Farm! There is no source of potable water anywhere at the Open Space.

Tools

Keep tools sharpened and in good repair. Replace broken handles and remove any damaged tools from use. If the tools belong to the Farm, alert the Farm Coordinator or other staff who will remove the tool.

Ditches

Stay out of the ditches! They are slippery and dangerous!

Theft

Please notify the Farm Coordinator if you suspect theft from the Farm. For your safety, DO NOT be confrontational.

Prohibited Items

No firearms, alcohol, or illegal drugs allowed on the premises.

IV. Los Poblanos Fields Open Space Regulations

Rio Grande Community Farm (the Farm) manages designated lands at Los Poblanos Fields (LPF) Open Space through a contract with the City of Albuquerque Open Space Division (OSD). The City does not operate or maintain the Farm or our Community Garden. The Farm upholds all regulations set forth by The City of Albuquerque and Bernalillo County, thereby ensuring our farming privileges and contracts will continue with the OSD. Some of these regulations are redundant to the previous Sublease Guidelines.

Roads

The Open Space roads are available to the public for walking, jogging, cycling and horseback riding during the daylight hours. Unauthorized vehicles are not permitted within the Open Space. While visiting the rest of the Farm, please stay on the roadways. Park in Open Space designated areas only. Do NOT drive/park on Open Space roads.

Pets

Dogs and other pets must be always on leash and stay on the roads ONLY – not in the growing spaces and fields. People and their pets must not harass wildlife.



Prohibited Items

Firearms and alcoholic beverages are prohibited.

Ditches

Irrigation ditches are dangerous! Many ditches at the Farm are deep, with fast flowing water and slippery mud. DO NOT go in the ditches, and please keep children and pets away from the ditches.

Neighbors

Please respect and avoid disturbing the LPF and Farm's neighbors.

V. Sublease Agreement Violations

Violating the Sublease Agreement will initiate a three-step *Correctional Process* that, if unsuccessful, can result in voiding of this Sublease Agreement and forfeiture of your plot/row(s) and any associated fees. Growers have the right to appeal any assessed violations and voided Sublease Agreement to the Rio Grande Community Farm Board of Directors via email at: board@riograndefarm.org

CORRECTIONAL PROCESS

Step One

The Farm Coordinator (or other staff) informs the Grower of their Sublease Agreement violation(s) verbally, or in writing. All efforts will be made in assisting the Grower to remedy the situation and prevent further violations. Ten (10) days will be provided to correct the violation.

Step Two

Upon the second incident/violation, or continued violation of the Sublease Agreement, the Grower will be issued a formal warning in writing, either electronically or print, from the Farm, detailing the violations. More recommendations for remediating the violation(s) will be provided. Ten (10) days will be allowed to correct the violation.

Step Three

Upon the third incident of rule violation, the Grower will be given a *Final Warning*, in writing. This warning will detail all violations to date, and the Grower will be asked to create a *Remediation Plan* within seven days of the warning. If a Remediation Plan is not submitted on time, or the Grower further violates their contract by straying from the Remediation Plan, *or by violating the Sublease Agreement again, their row(s)/plot and fees will be forfeited effective immediately. Further actions will be taken, as necessary, under legal advisement.

*NOTE: Multiple violations are considered an escalation of the process, whether they are the same violation repeated or unrelated incidents. Any time a Grower violates the Sublease Agreement, they



should expect the subsequent disciplinary step. The Farm maintains discretion as to whether, or how, to respond to violations, based upon their severity or frequency.

Appeal Process

If, after the entire remediation/disciplinary protocol has been followed, and a Grower in question wishes to challenge the actions taken by The Farm, they may submit a letter to the Board of Directors stating their case for reconsideration or other desired resolution. The Grower will be notified of their letter's receipt within 14 days from the date it is received. The appeal will be heard and deliberated at the next scheduled Board meeting (on the third Thursday of each month.) Until the Board meeting occurs, and a decision is made in response to the appeal, no Grower may contact the Farm/OSD representatives regarding the case. If an appeal is approved, the Board of Directors, in collaboration with OSD staff, and legal advisors, will determine the appropriate resolution and necessary actions to remedy the issue.

VI. Communications on the Farm

Rio Grande Community Farm is both a *community* and a *farm*. Talking to other Growers is a great way to learn about successful growing methods and get ideas about what to do with your row/plot.

The Farm utilizes the **Slack** online platform as a method for farm-wide communications. You can create your free account at <https://slack.com> and log into the Farm Slack account at: riograndecomm-njd7994.slack.com.

Your email will also be shared with other Growers to allow for formal farm-related communications in addition to Slack.

Voluntary Voiding of Your Sublease Agreement

Timely communication can solve many issues. During the gardening season, it is possible to have personal circumstances come up that no longer allow you to tend to your plot/row(s). If that happens, please notify the Farm Coordinator immediately.



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RIO GRANDE COMMUNITY FARM WAIVER OF LIABILITY & AGREEMENT

I understand that I, in choosing to maintain City Property, do so voluntarily and with the clear understanding that there is some degree of risk of injury, illness or damages involved and that I will receive no payment, fee or remuneration from the City or Rio Grande Community Farm for my work or materials. I assume all risk of injury, illness or damage that may arise from my participation.

In the event that I, my party, or members of my party suffer any injury, harm, loss, theft or damage, or suffer any other type of claimed damage arising from, or in any way related to, the operations, premises, or design of the farm/land, all members of my party relinquish any and all rights, claims, or causes of action I/we may have by law or statute against the City of Albuquerque or Rio Grande Community Farm including their agents, employees, contractors, or volunteers.

I understand that, as a result of any work I do, I am not and will not be considered to be an employee of the City, County, or Rio Grande Community Farm, and am not eligible for any of the insurance coverage and/or benefits provided to regular paid personnel of the City or the Farm, including Worker's Compensation and/or all health and medical benefits.

While at the Rio Grande Community Farm, Community Garden, and Los Poblanos Fields, I will adhere to City and County Open Space regulations.

I am physically and mentally able to perform the tasks associated with participating in the Community Garden and MicroFarm Program.

I have read, and agree to abide by, all rules and conditions set forth in the *Sublease Agreement* and the statements in the *Waiver of Liability*. I understand and accept the consequences of violating this Agreement.

Signature _____



Print Name _____

Date _____

RIO GRANDE COMMUNITY FARM 2024 GROWER REGISTRATION/RENEWAL

Name _____

Organization (if any) _____

Mailing Address _____

Email _____

(your email will be shared with other Growers on the Farm)

Home Phone _____ Cell Phone _____

Term of Agreement _____

(current date to December 31, 2024)

Assigned Row/Plot # _____ (Leave blank if new registration)

Names of persons assisting with your plot/row (organizations, please attach a list if needed):

Emergency Contact Name _____

Phone _____ Relationship _____



Date annual fee was paid _____ Payment Method: Check _____ Square _____

Photo Release

We may take pictures of the Farm from time to time for our publications and/or website. Please sign below giving permission for the Farm to use any photos you may be in without further approval. Thank you!

Signature _____ Date _____

Reservations

To officially reserve your garden row/plot, please complete these final steps:

1. Please make sure you have read and understand the **2024 Sublease Agreement**.
2. Retain the Sublease Agreement (pages 1-6) for your own records.
3. Mail or deliver completed and signed:
 - a. Waiver of Liability & Agreement (pages 7-8)
 - b. Grower Registration/Renewal (page 9)

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