

Town of Evans Community Garden Contract

Rules, Terms, and Conditions for Participation in the Town of Evans Community Gardens

Introduction

Breaking any rules, terms, and conditions is cause for exclusion from the garden, loss of your plot, and forfeiture of your plot registration fee and clean-up deposit.

1. You will receive one verbal warning from the garden manager.
2. If no response or correction has been made, you will receive written notice two weeks later.
3. If no response or correction has been made within the following two weeks, you will receive written final notification that you have forfeited your gardening privileges and plot.
4. You will be allowed to reapply for another garden plot only after one year, and only at the discretion of the garden manager.

Rules, Terms, and Conditions for Participation

If accepted as a gardener, I will abide by the following rules, terms, and conditions:

1. I acknowledge that my use of this garden is at the sole discretion of Evans Community Gardens and/or the Town of Evans. I agree to abide by its policies and practices.
2. The fee for the use of the garden is \$20.00 per plot, per calendar year, and due on or before April 1st. The fee for half a year, beginning July 1st is \$10.00. A cleanup deposit of \$5.00 is also required at the time of plot rental. This deposit will be returned after you have cleaned up your garden plot or may be used towards next year's plot rental fee. There are no refunds.
3. Once I have been assigned a plot, I will cultivate and plant it within two weeks of when the gardens officially open. I will be allowed access to my garden plot during the entire garden year. My plot cannot be left fallow or unused for any period of three weeks or longer, more than one time per year.
4. My plot is 11' x 12'. I will not expand my plot beyond this measurement or into paths or other plots. I will keep all my plants within the limits of my garden plot and will not allow any plants to grow more than six feet high. I must keep my plot free of weeds, pests and diseases.
5. Anything I bring from my home, I will take back home. I will not bring household trash and leave it at the Evans Community Gardens. Furthermore, I will keep my plot, paths, and surrounding areas clean and neat. I will completely separate my trash into three groups:
 1. Dead plants, leaves, and other green waste plant parts;
 2. Rocks, stones, and asphalt; and,
 3. Paper, plastic, cardboard, wood, metal, etc. I will put each type of trash only in the areas designated specifically for each.
6. Unused garden plots will be available for contract for gardeners to use after July 1st. Such use will only be for that growing season and must be made available for rent in the next year.
7. I will not plant any illegal plant. I will not smoke, consume or possess alcohol, use or possess illegal drugs, or use the gardens for any criminal activity. I will not come to the garden while under the influence of alcohol or illegal drugs. I will not bring weapons, pets or other animals, with the exception of service animals, to the garden.
8. Guests and visitors, including children, may enter the garden only if I accompany them. They must follow all rules, terms, and conditions stated here. I will supervise my children at all times when they are in the garden. I am solely responsible for the behavior of my guests. It is my responsibility to ensure that all of my guests and/or visitors sign a Release releasing all claims.
9. I agree to perform general garden maintenance tasks each month, and I must complete them by the end of the month that I am assigned them. Garden maintenance tasks will be posted.
10. I will water my plot according to water-wise guidelines as established by the Evans Community Gardens. (If I use more than the recommended amount of water, I will pay a fee each month to cover the cost of this additional water.)

11. I will attend the regular [weekly/monthly/bimonthly/quarterly] garden club meetings. If workshops are offered, I will attend at least one on each of the following topics: soil preparation and maintenance, watering the vegetable garden, and pest and disease control.
12. I will not apply any pesticides in the garden without the approval of the garden manager.
13. I will not make duplicate keys of any locks at the garden or give my key or lock combination to another person.
14. I will not take food or plants from other gardeners' plots. I will not take anything from the garden that is not rightfully mine.
15. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.
16. I will work to keep the garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.
17. I forfeit my right to sue the Town of Evans, the Evans Community Gardens, and any and all town and community organizations, commissions, and committees so established to create and manage the Evans Community Gardens and release the same from any liability from any loss, injury, illness, or fatality while gardening at the Evans Community Gardens.

Commitment

I have read, understand, and hereby accept all of the rules, terms, and conditions set forth in this Contract for participation in the Evans Community Gardens as well as those set forth in the Evans Community Gardens Rules and Regulations and Evans Community Gardens Garden Plot Registration.

In consideration of permission granted by the Town of Evans (hereinafter "TOWN") and Town of Evans Community Gardens Committee (hereinafter "COMMITTEE") for the GARDENER to use the Town of Evans premises/facilities and the GARDENER'S participation in any or all activities at any Town of Evans premises/facilities, I do hereby assume all risks in connection therewith, and I hereby release and discharge the Town of Evans and Town of Evans Community Gardens Committee, together with their officials, officers, employees, affiliates, agents, servants, boards, etc., and their respective heirs, executors, administrators, successors and assigns (collectively referred to as TOWN and COMMITTEE), jointly and severally, from any and all liability, claims, actions, demands, suits, and damages whatsoever, in law, admiralty or equity whatsoever, including but not limited to those resulting or arising from fatality of said participant and for personal injuries resulting or arising out of GARDENER'S negligence, which against the TOWN and/or COMMITTEE, the GARDENER, GARDENER'S heirs, executors, administrators, successors and assigns ever had, not have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever resulting from any such participation on any Town of Evans premises and facilities or otherwise.

Further, I agree to indemnify and hold forever harmless, against any loss which may be sustained in consequence of such participation or otherwise, the aforementioned TOWN and/or COMMITTEE, their officials, officers, employees, affiliates, agents, servants, boards, etc., their heirs, executors; and further, that no agreement, either verbal or written, shall in any manner affect this release.

Gardener's Signature: _____

Date: _____

Gardener's Printed Name: _____

Date: _____