

Community Garden Use, Waiver of Liability, Release and Indemnification Agreement

Gardener Name:	
Address:	
City and State:	
Phone:	
E-mail:	
Emergency Contact:	

Welcome to the Boone Community Garden (the “Garden”). The City of Boone Parks Commission called “Sponsor” or “we” in this document, is a city organization that sponsors and manages the Garden as part of carrying out its mission. This document is a legal contract between you and the Sponsor.

1. TEMPORARY RIGHT TO GARDEN

1.1 Plot. You have the temporary right to garden in plot (the “Plot”) in the Garden, (In legal terms, you have a “license” to garden.) Your immediate family members may garden with you as your guests. You may use the Plot from May 15, 2021 to October 15, 2021 The Agreement allows the gardener to temporarily use the property to garden during the indicated time period.

1.2 No Refund. You understand that you will not get a refund or reimbursement for your expenses, or any other payment if you decide not to garden or if the Sponsor terminates your right to garden, even if you spend a lot of time and money on the garden. You understand that only you and no one else, including your family, has any rights under this Agreement.

1.3 Fee. There is no fee for the 2021 gardening year. The City may add a fee in future years.

1.4 No Transfers. You cannot let anyone other than your immediate family garden here unless we give our agreement in writing.

2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

2.1 Awareness of Risk. You understand that participating in the Garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other gardeners, the Sponsor, or the owner of the property on which the Garden is located (referred to as “Landowner.”) The risks could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.

2.2 Assumption of Risk and Waiver and Release of Claims. In exchange for your right to participate in the Garden, you agree to take on the risk of harm even if the potential harm is caused by someone else. (In legal terms, you agree to “assume the risk.”) You also agree to give up (“waive”) any right you may have to sue or otherwise attempt to collect money from the Landowner, Sponsor, their board members, employees, volunteers, or anyone acting on their behalf (referred to altogether as “Released Parties”) for any losses or damages resulting from death, injury, or property damage to you, anyone else, or any property, that occurs while you or your guests are in the Garden. (In legal terms, you “waive and release all claims” against the Released Parties.) You understand that the Sponsor would not permit you to participate in the Garden without your agreeing to these waivers and releases.

2.3 Medical Care Waiver. You give up any right to sue or otherwise attempt to collect money from (“waive and release any claim from”) the Released Parties arising out of any first aid, treatment, or medical service, including the lack of such or timing of such, given in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers’ compensation, or any other benefits maintained by Sponsor.

2.4 Indemnification. You are responsible for any damages or losses suffered by the Sponsor that are caused by your or your guests’ actions. (In legal terms, you agree to indemnify and hold the Released Parties harmless.)

2.5 Publicity. You agree to allow us or the Sponsor to use any photographs, interviews, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of you or your guests that we or others may create in connection with your or your guest’s participation in the Garden. You agree that you do not have to inspect or approve the finished project and you are not entitled to any compensation for the finished product.

3. TERMINATION

3.1 Failure to Comply with Agreement or Garden Rules. You confirm that you have read a copy of the Garden Rules attached to this Agreement and you will comply with them. If you fail to obey the Agreement or the Garden Rules, we can terminate your right to garden.

3.2 Termination of Lease. If the Landowner terminates our Lease for the land where the garden is located, your right to garden will end. The Landowner can terminate our Lease at any time. We will notify you if the Landowner terminates the Lease.

OTHER PROVISIONS

4.1 Entire Agreement, Severability and Modification. If any part of this Agreement is ineffective, the remaining portions of the Agreement remain in effect. Any changes to this Agreement have to be in writing and signed by you and the Sponsor.

4.2 Third-Party Beneficiaries. You understand that this Agreement gives the Landowner a right to enforce certain parts of this Agreement against you by going to court. (In legal terms, the Landowner is an “express third-party beneficiary.”) The Landowner can enforce Sections 2 and 3.2 of this Agreement.

By:	Name/title:	Date:
_____	_____	_____
(signature)		

ATTACHMENT: Garden Rules

Garden Rules

Courtesy and communication

Please be courteous in all interactions, and work together to resolve any disagreements.

No stealing (harvesting from others' plots without authorization), verbal or physical harassment is allowed. Violation of this rule will result in expulsion from the garden. Should it become known that you have taken anything without permission: vegetables, tools, hose, plants or anything else, you will lose your plot immediately. If vandalism or theft occurs, notify the garden committee immediately.

Plot responsibility

Garden plots are not transferable. Others may garden at your site, but the responsibility for payment of fees, cleanup and other duties at the site will be the responsibility of the individual whose name is assigned to the plot. Keep the Garden Committee advised of your current address, email address, and telephone number; notify them of any change to your contact information. Notify a Garden Committee member if you are no longer able to tend your plot; will be absent for a long period of time; or have asked a friend to tend your garden. Gardeners who do not maintain their plots will not be eligible for a plot in the following year.

Notification of abandoned or neglected plot:

1. Garden Committee calls gardener to set date for work to be done by gardener.
2. If gardener does not meet agreed-upon date, gardener will receive a 5-day notice to clean up garden or lose plot.
3. If gardener does not respond, gardener will receive a cancellation letter, and the plot will be assigned to another gardener.

Garden meetings

I understand that the Garden Committee meets once a month, and my participation, contribution, and ideas for the gardens will be highly valued and I am encouraged to attend.

Visitors

Community members are welcome to the garden site. Please supervise young children so they don't disturb other plots. Please monitor their behavior and whereabouts at all times. Dogs: please remember that City of Boone leash laws apply to the garden area. Leashes and "pick-up" are required at all times. Under no circumstances should dogs be permitted into the gardening area proper because of potential disease from dog feces.

Plot use and maintenance

What to grow: Vegetables, herbs, flowers, and fruit for home consumption and donation are appropriate. It is not acceptable to allow quantities of produce to rot. No large permanent structures, perennial plants, or large collections of non-plant items are allowed.

Growing seasons: Plots will be assigned starting May 10 and are available for gardeners to begin gardening on Saturday May 15, 2021. Do not use fertilizers, insecticides or weed repellents that will in any way affect other plots or when rain is forecast. After the first frost all dead plants, weeds and stakes must be removed from the plot.

Weeds and disease

Weeds are a major complaint of neighbors and other gardeners, and are the leading cause of plot forfeiture. All gardeners are required to keep their plots as disease and weed-free as possible. Gardeners are responsible for keeping their plot gardened, weeded, cover-cropped or mulched. Weedy plots are subject to warning and cancellation. If conditions do not improve, the garden will be forfeited. Herbicides, black plastic mulches, and rubber mulches are prohibited. Mulch with organic materials to reduce water evaporation and unwanted weeds. Please adhere to organic growing practices. Please do not use synthetic chemical pesticides or fertilizers like Miracle-Gro. If you are not sure if something is allowed, please check with another gardener or the Garden Committee.

Watering

Please conserve water. Consider using drip lines or soaker hoses to water your plot. Mulch with leaves, grass clippings, or straw to reduce water evaporation. Shut off water faucet after use and report all leaks. Use a hose nozzle to conserve water and maintain sufficient water pressure for other gardeners instead of an open-ended hose. Unattended watering is not permitted.

Trash

Keep trash and litter cleaned from my plot. Remove all refuse and keep the garden area trash-free. Plant material is not allowed in the trash bin. We will organize

Tools and other materials

Please bring your own tools to and from the garden. The Boone Community Garden is not liable for tools left onsite.

Donations

If you do not feel you can use all of the produce you’ve grown, there are food banks and senior citizens who could use extra vegetables. Please let the Garden Committee know if you have extra produce and we can help you connect with local food sharing resources.

General

Keep the garden attractive and safe for all. Your compliance with the above regulations will help everyone have an enjoyable and prosperous garden. Failure to comply with above regulations during the season, may result in a loss of future gardening privileges.

I have read and agree to abide by the above garden rules and policies. I understand that failure to abide by these rules will result in forfeiture of my gardening privileges.

I understand that neither the Boone City Parks, the Boone Park Commission, nor the City of Boone are responsible for my actions. I therefore agree to hold harmless them harmless for any liability, damage, loss or claim that occurs in connection with use of the garden by me or any of my guests.

Signature

Date

Printed Name