

# Centenary Methodist Church

## 2024 Community Garden Use Agreement

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This Community Garden Use Agreement (“Agreement”) outlines the rights and responsibilities of participants in the Centenary Methodist Church (CMC) Community Garden Program (“Gardeners”). ***Gardeners who do not comply with this Agreement at all times in the Community Garden may be removed from the Garden and may be subject to permanent eviction from their plot.*** An evicted Gardener will forfeit all rights to continued or future use of the Community Garden, and CMC will not reimburse Gardener for any gardening expenses.

### 1. Gardeners Have the Rights to:

- a. Access assigned garden plot(s) from when they get written confirmation, but not before April 27, 2024, through Sept. 28, 2024 while in good standing at garden.
- b. Access assigned garden plot(s) during designated hours.
- c. Participate in a community culture that is welcoming and inclusive of all persons.

### 2. Gardeners Have the Responsibilities to:

- a. **Keep their assigned plot(s) weed and pest free.**
  - i. **If a plot is not being actively cultivated:** CMC agents will provide notification by flag in plot, mail or email to Gardener. If a plot is not cleaned up after fourteen (14) days, the plot is forfeited for at least the rest of the calendar year.
- b. Notify CMC agents if they no longer wish to garden.
- c. No subletting or transfer the plot(s) under any circumstances.
- d. Be respectful of each other. Threats (words or actions) are NOT TOLERATED.
- e. Production items (plants, soil, tools, hoses, etc.) shall not be left on CMC grounds.
- f. Put plant material in designated disposal areas.
- g. Trash (plastic containers; wire cages, plant containers, etc.) should be placed in TRASH CANS.
- h. Maintain pathways around assigned plot(s) so that they clear and accessible.
- i. Non-permanent structures, including but not limited to trellises, fences, high or low tunnels, in plot(s) are allowed. Structures shall be kept safe, neat and in good repair within plot.
- j. **All non-permanent structures, allowed by above description, must be taken down by Sept. 28.**
  - i. **Gardeners who do not clean up their plot by Sept. 28 will have their plot forfeited & items removed.**
- k. Gardener must be present in plot while watering (do not leave water unattended while watering plots).
  - l. Inform CMC agents or representative of any leaks in the water line. Turn off the water when you are done watering.
- m. Share water resources by limiting personal water usage.
- n. Unless otherwise indicated, gardeners must supply their own tools for their production plot.
- o. Keep pets on a leash at all times.
- p. Children in the garden cannot enter other gardeners’ plots.
- q. Tell CMC agents if vandalism or theft occurs.
- r. Do not harvest other gardeners’ produce without their permission. Theft of any kind shall result in loss of plot.
- s. Gardeners will drive at 5 mph on all garden roads and park in designated garden parking areas.

### 3. Centenary’s Responsibilities:

- a. Keep record of all plot assignments and garden applications.
- b. Provide confirmation of plot assignment(s).
- c. CMC agents will till the garden by opening day (April 27) to provide an acceptable seed bed for gardeners.
- d. CMC agents shall inspect all Garden plots to ensure compliance with the Agreement.
- e. Notify gardeners of any non-compliance with Agreement Section 2, Gardener Responsibilities by flag, letter or email.
- f. Notify Gardener of any special limitations to the gardener’s rightful use of the plot based on the location of plot(s) in the Garden.
- g. CMC may terminate this Agreement immediately if Gardener violates the terms of this Agreement or abandons plot(s).
- h. Remove items from forfeited garden plots and/or remove structures still standing after Sept. 28.
- i. Stay out of individual garden plots unless providing notification to gardeners, addressing a safety concern or cleaning plots.

**4. Indemnification and Hold Harmless Clause:**

- a. Gardener shall indemnify, hold harmless, and defend CMC, its employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Gardener's performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of CMC agents acting within the scope of their role. This Indemnification and Hold Harmless Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

**I have read, understand and agree to abide by this Community Garden Use Agreement, including the Indemnification and Hold Harmless Clause above.**

**Primary Gardener**

Date: \_\_\_\_\_

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Can this number get texts? Y/N \_\_\_\_\_

Preferred form of communication: \_\_\_ Text \_\_\_ Email \_\_\_ Letter \_\_\_ Phone Call

**Secondary Gardener**

Date: \_\_\_\_\_

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Can this number get texts? Y/N \_\_\_\_\_

Please inform CMC agents of any changes to the information listed above. **CMC agents must approve all changes of designated Primary Gardener and Secondary Gardener, including the addition or removal of Gardeners to this Agreement.**

**Garden Plot Needs**

Written acceptance and confirmation of this Agreement provides the Primary Gardener and Secondary Gardener with access to **one 10'x10' plot of gardening space**. If more than one 10'x10' plot is desired, please indicate your request below.

Do you need more than one 10'x10' plot? Y/N \_\_\_\_\_ If so, how many are needed? \_\_\_\_\_

FOR OFFICE USE ONLY:

Plot Number(s): \_\_\_\_\_

**Additional Information:**

- **Submission of this document does not guarantee assignment of plot(s).**
- **Gardeners cannot begin gardening until they submit signed Agreement AND receive written confirmation AND not before April 27, 2024.**
- In case of a serious emergency, immediately call 911 and then contact the church office at 859-236-4800.

CMC Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_