******Blackburn Park Community Garden**

**2024 Membership Information**

**Garden Box #**

[**FriendsOfBlackburnPark.org**](FriendsOfBlackburnPark.org)

**Membership Rules and Responsibilities:**

1. I agree to:
   1. Abide by all laws and guidelines concerning COVID (masks, social distancing, etc.).
   2. Plant within 30 days of receiving my garden box assignment. Plant crops and maintain my garden box in a manner that does not unreasonably encroach on another gardener’s space, access to sunlight and common walkways.
   3. Cultivate my garden box year-round and keep my assigned garden box and the area around my garden box clear of debris, weeds and overgrown crops.
   4. Harvest or donate unwanted extra veggies and mature crops and avoid letting produce rot or go to waste.
   5. Harvest only from my garden box unless given permission by the garden box holder. All plantings in the herb garden are available for harvest by any garden member.
   6. Keep your crops sufficiently watered.
   7. Remove all trash, plastic bags/pots/trays and plant waste from the Garden, we do not have garbage pickup service. *I understand that the Garden is a Waste-Free Zone.*
   8. Promptly notify a Garden Manager if I must permanently abandon my garden box for any reason or need extra help in the event of short absences or illness.
2. I understand and will do my best to fulfill the volunteer requirements:
   1. Members volunteer time towards general garden upkeep and other Community Garden projects. Our collective efforts and goal is to have a space that is tidy, safe and that we can be proud to be a part of.
   2. Attend at least six of the scheduled work sessions per year (weather permitting):

Saturday Mornings 10:00-11:30AM Thursday Evenings 6:30-8:000PM

January 6 April 18

February 3 May 16

March 2 June 20

April 6 July 18

May 4 August 15

June 1 September 19

July 6 October 17

August 3

September 7

October 5

November 2

Attendance will be tracked for these work sessions, please be sure to sign in. **Members who do not participate in at least six work sessions over the course of the year will not be offered renewal for the next year** but may be put on the standby list.

I understand and will follow these additional guidelines:

* 1. The Garden operates between dawn and dusk.
  2. Drive or park on paved surfaces only.
  3. Pets must remain outside the main garden fence. Service animals are the only exception.
  4. If you’re the last one out, please lock the gate and tool shed.
  5. Act as an Ambassador for the garden, welcome visitors and encourage new gardeners.

1. Memberships are offered at the following levels:

* 4’ X 4’ Garden Box - $50/year
* 4’ X 8’ Garden Box - $100/year
* 8’ X 8’ Garden Box - $200/year

Each gardening family is limited to a total of 64 square feet (or total of 8’x8’) of beds, in any combination.

1. Garden box rental fees and signed agreements are due in full no later than January 1, 2024 or upon joining the garden for new members. Garden box rentals are not transferable and fees are nonrefundable.
2. Members must complete and sign the City of Brookhaven Volunteer Release and Waiver of Liability in addition to this agreement.
3. Checks for garden box rental fees should be made payable to **Friends of Blackburn Park**. The memo line should read **2024 Garden** and mailed to:

Friends of Blackburn Park

c/o Dave Siegler

1046 St James Crossing

Brookhaven, GA 30319

1. Each garden box is rented for the period of January 1 through December 31; however, new members may join at any time during the year as open beds become available.
2. An applicant waiting list will be maintained for future garden box availability.
3. Garden boxes should be cared for **at least once a week**. If any garden box remains unattended for more than two weeks, a first notice will be issued and will be escalated accordingly:
   1. A first notice will be issued if a bed is not being cared for.
   2. A second notice will be issued if the bed is unattended three weeks after the first notice.
   3. A third and final notice will then immediately terminate your agreement and the bed reassigned.

We understand that things come up with work, illness, family, etc. if you are unable to care for your garden, please contact one of the managers so we can proactively work with you- we are here to help you.

1. Children are welcome in the garden, however, children under the age of 12 must be accompanied and supervised by an adult.

**Friends of Blackburn Park, Executive Director Blackburn Park Community Garden, Managers**

Ida Beth Barner Dave Siegler 678-237-3892 [david.siegler@outlook.com](mailto:david.siegler@outlook.com)

1541 Bubbling Creek Road Luke Kelley 404-867-3650 [lckelley@att.net](mailto:lckelley@att.net)

Brookhaven, GA 30319

404-643-9483

[idabeth1@yahoo.com](mailto:idabeth1@yahoo.com)

**Blackburn Park Community Garden**

**Agreement of Membership Rules and Responsibilities**

The Friends of Blackburn Park is a 501(c)(3) non-profit organization (Tax ID#: 47-3459935) and is the Fiscal Sponsor of the Blackburn Park Community Garden. Its mission is to restore Blackburn Park as a true community park where people come together to play, relax, enjoy the outdoors, work toward common goals alongside their neighbors, make friends, and strengthen community bonds. Specifically, we work to promote community events, create programs relevant to residents, and foster a neighborhood feel to Blackburn Park.

The Community Garden is an initiative of the Friends of Blackburn Park with the mission to strengthen community; enable the cultivation and consumption of wholesome, homegrown food; provide an environment for hands-on education; to foster an intergenerational gardening experience and to enhance the beauty of our neighborhood green space.

The land utilized by the Community Garden is the sole property of the City of Brookhaven. Use of this land is by permission of the Parks and Recreation Department in conjunction with the City of Brookhaven government. The city reserves the right to allocate park land as they see fit. Should the Community Garden land be reallocated at any point disrupting growing season, concessions will be made and partial refunds may be issued, as appropriate.

I have read the Blackburn Park Community Garden Membership Rules and Responsibilities and agree to abide by them. I also understand that failure to adhere to these guidelines will result in loss of gardening privileges and rental fees.

Furthermore, I agree to waive, release, absolve, hold harmless, and indemnify the Friends of Blackburn Park Incorporated and its Board, membership, volunteers, and sponsors from and against all damages, loss, claims, demands, suits, actions, costs, or expenses directly or indirectly resulting from, arising out of, or in connection with the use of the Blackburn Park Community Garden.

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

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ @ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Blackburn Park Community Garden**

**City of Brookhaven, Georgia**

**Volunteer Release and Waiver of Liability**

**1. Waiver and Release.** Volunteer and parent/guardian release and hold harmless the City of Brookhaven, City officials, employees and its agents from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, arising from volunteer’s participation in the event. By signing this form, volunteer and parent/guardian discharge the City of Brookhaven, its officials, employees and agents from any liability or claim that volunteer or parent/guardian may have with respect to any bodily injury, personal injury, illness, death or property damage that may result from volunteer’s participation in the event and any claim against any person transporting volunteer to or from the event.

**2. Medical Treatment and Insurance/Authorization for Treatment.** Volunteer and parent/guardian release and forever discharge the City of Brookhaven, City officials, employees and its agents from any claim whatsoever which arises now or later on account of any first aid, treatment or service rendered in connection with the volunteer’s participation in the event. In the event that an emergency should occur and the emergency contact person designated cannot be reached, volunteer and parent/guardian hereby give permission to the medical persons selected by the City of Brookhaven Parks and Recreation Department to secure and administer all necessary treatment, including hospitalization, ordering x-rays and routine tests, release of any records necessary for insurance purposes and any necessary related transportation for volunteer.

**3. Assumption of the Risk.** Volunteer and parent/guardian acknowledge that participation in the event is purely optional and that it is volunteer’s and parent/guardian’s responsibility to assess the hazards present by participation in the event and that volunteer and parent/guardian are the ultimate judge as to whether volunteer can participate in the event without risk of harm. Volunteer and parent/guardian understand that while volunteering for the event circumstances may arise which cannot be controlled by City officials, employees or its agents. Volunteer and parent/guardian assume all risk of injury or harm incidental to the conduct of the event and transportation to and from the event and release the City of Brookhaven, City officials, employees and its agent from all liability for injury, illness, death or property damage resulting from volunteer’s participation in the event.

**4. Photographic/Video Release.** Volunteer and parent/guardian grant the City of Brookhaven the right to photograph and videotape all activities, events, camps, classes, programs and facilities for promotional purposes. Volunteer and parent/guardian hereby release the City of Brookhaven from any liability resulting therefrom.

**5. Other.** Volunteer agrees to abide by the policies and rules of the City of Brookhaven. Volunteer understands that he/she is responsible for any damages to City of Brookhaven property that may occur during volunteer’s usage. Volunteer understands that any problems should be reported to the City of Brookhaven Parks and Recreation Department. This release is intended to be as inclusive as the laws of Georgia permit and that it shall be governed by the laws of Georgia. Volunteer and guardian agree that if a clause or provision of this release is found by a court to be invalid, that finding shall not invalidate any other clause or provision of this release which shall continue to be enforceable.

**\*\*Those individuals who are 18 years of age or younger must have a parent/guardian signature before participating.**

Projects and/or events must have prior approval by the City of Brookhaven Parks and Recreation Department thirty (30) days prior to any event in order to prevent overlapping of prior department activities or rentals.

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Print Name:**\_­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Emergency Phone Number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_