



Garden Plot Rules and Regulations Contract

April 2018

- No gardener can begin planting until contract is signed.
- No gardener can begin planting in the Growing Love Community Garden until **May 6th, 2018 at noon.**
- Each gardener is responsible for the maintenance and upkeep of their garden plot.
- Watering, weeding, harvesting and other garden related maintenance are all the responsibility of the gardener. Gardeners may arrange for other gardeners to water their plots.
- Gardeners are responsible for supplying their garden tools and supplies; a very limited supply will be kept in the shed and will need to be signed in and out as used.
- Children are welcome in the garden but must be accompanied by an adult and must be supervised at all times.
- Garden plots are to be cared for at least once a week.
- It's the gardener's responsibility to notify a garden committee member if he or she is not able to care for their plot in any given week. If any given plot remains unattended for more than 3 weeks that plot is subject to reassignment .
- The application of herbicides (weed killers) to the garden plot or anywhere in the garden is strictly prohibited.
- Preference for next year's plots will be given to this year's applicants first.
- Plot fees of \$40 are due in full before planting season begins.
- Gardeners may harvest vegetables and flowers from their garden bed only.
- At the end of the growing season, gardeners are responsible for clearing their plot of all plant material and leaving the plot as they found it in the spring.
- No illegal substances can be grown.
- The Garden Committee expects to maintain a level of beauty within the Community Garden proper and reserves the right to prohibit use of certain materials not in keeping with our fundamental aesthetic.
- The Garden Committee reserves the right to terminate ownership of a garden plot at our discretion.

Signature _____

Print Name _____

Date _____

Assumption of Risk: The undersigned hereby acknowledge and agree that they understand the nature of community gardening; that Participant is qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with community gardening; and that, except as expressly set forth herein, they, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Participant's participation therein.

Release and Waiver: The undersigned hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the GROWING LOVE COMMUNITY GARDEN OF MANORHAVEN, LTD., and each of them, their officers and employees, (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant's participation in the community garden, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

Indemnification and Hold Harmless: The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation in the community garden, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

Permission to Use Likeness/Name: The undersigned further agree to allow, without compensation, Participant's likeness and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting Growing Love Community Garden of Manorhaven, Ltd., and/or its events and activities.

Severability: The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.