



# Garden Plot Rules and Regulations Contract 2020

- No gardener can begin planting until contract is signed.
- 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.
- Garden plots are to be cared for at least once a week.
- If the gardener is unable to come to the garden for a period of time, they may arrange for a friend, fellow gardener, or garden committee member to help them. If any given plot remains unattended for more than 3 weeks that plot is subject to reassignment.
- Gardeners are responsible for supplying their garden tools and supplies. A limited supply of tools will be available in the garden, but must be returned after use, and may not be removed from the garden.
- Gardeners may decorate their plots with removable decorations. Gardeners may not paint or attach anything to their plot, or add decoration to communal spaces.
- Gardeners may only harvest from their garden bed. Gardeners may not take anything from other members' plots. Gardeners may not harvest or pick from communal areas without permission from a garden committee member.
- Children are welcome in the garden but must be accompanied by an adult and must be supervised at all times.
- The application of pesticides of any kind 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 are responsible for clearing their plot of all plant material before December 1, 2020. Exceptions can be made on a case by case basis, but permission must be obtained from the garden committee.
- Every gardener is responsible for attending one scheduled two-hour garden help session per year, to help maintain the communal area.
- 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 OF PLOT OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

# Reglas y Regulaciones de Parcela de Jardín Contrato 2019

- Ningún jardinero puede comenzar a plantar hasta que se firme el contrato.
- Cada jardinero es responsable del mantenimiento y el mantenimiento de su jardín. El riego, el deshierbe, la cosecha y otros mantenimientos relacionados con el jardín son responsabilidad del jardinero.
- Las parcelas de jardín deben cuidarse al menos una vez por semana.
- Si el jardinero no puede venir al jardín por un período de tiempo, puede solicitar que un amigo, compañero jardinero o miembro del comité del jardín lo ayude. Si alguna parcela dada permanece desatendida durante más de 3 semanas, la parcela está sujeta a reasignación.
- Los jardineros son responsables de suministrar sus herramientas y suministros de jardín. Un suministro limitado de herramientas estará disponible en el jardín, pero se debe devolver después del uso y no se puede retirar del jardín.
- Los jardineros pueden decorar sus parcelas con decoraciones removibles. Los jardineros no pueden pintar o pegar nada a su parcela, o agregar decoración a los espacios comunales.
- Los jardineros solo pueden cosechar de su cama de jardín. Los jardineros no pueden tomar nada de las parcelas de otros miembros. Los jardineros no pueden cosechar o recoger de las zonas comunes sin el permiso de un miembro del comité de jardinería.
- Los niños son bienvenidos en el jardín, pero deben estar acompañados por un adulto y deben ser supervisados en todo momento.
- La aplicación de pesticidas de cualquier tipo en el jardín o en cualquier lugar del jardín está estrictamente prohibida.
- La preferencia por las parcelas del próximo año se dará primero a los solicitantes de este año.
- Los \$40 tiene que estar pago en su totalidad antes de la temporada de siembra.
- Los jardineros son responsables de limpiar su parcela de todo el material vegetal antes del 1 de diciembre de 2019. Se pueden hacer excepciones caso por caso, pero el permiso debe obtenerse del comité del jardín.
- Cada jardinero es responsable de asistir a una sesión programada de ayuda de jardín de dos horas por año, para ayudar a mantener el área comunitaria.
- No se pueden cultivar sustancias ilegales.
- El Comité del Jardín espera mantener un nivel de belleza dentro del Jardín Comunitario propiamente dicho, y se reserva el derecho de prohibir el uso de ciertos materiales que no se ajusten a nuestra estética fundamental.
- El Comité de Jardín se reserva el derecho de terminar la propiedad de un terreno de jardín a nuestra discreción.

Firma del propietario de la parcela: \_\_\_\_\_ Fecha: \_\_\_\_\_



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.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_