



ELIZABETH STREET COMMUNITY GARDEN

PO Box 604 ~ Keyport, NJ 07735 ~ KeyportGardenClub@gmail.com

Welcome New and Returning Keyport Gardeners

GARDEN PLOT APPLICATION RENEWAL REQUEST

- Keyport residents may apply for one plot per household.
- The annual fee is \$25.
- Garden plots (4' x 8') and are assigned as applications are received.
- Returning gardeners in good standing will be given priority until February 1st.
- You may only apply for one plot per application and will be notified by email if there are additional available plots.
- If you do not receive a plot, your check will be returned.
- Growing season is from March 1st through February 28th.
- Each gardener must provide 5 hours per year in service to the entire site, under the direction of the ESCG Committee. This is in addition to the time you spend tending your garden plot and adjacent path.
- Only organic methods are permitted.
- Communication is primarily done through email.

Please mail completed application package prior to March 1st to the above address with payment of \$25.00, payable to the **Keyport Garden Club. In check memo write ESCG. Please do not make check out to ESCG.

Please clearly print all information for accuracy

Name:	Name:
Email:	Email:
Cell:	Cell:
Address: Keyport, NJ 07735	Address: Keyport, NJ 07735

- I am a returning ESCG member from last season.
 I would like to keep my plot location from last year.
 I would like to change my plot location from last year.

- I am new to ESCG and request a plot for this season.
 I am interested in a second plot for this growing season

I agree, by signing this application and participating in the Elizabeth Street Community Garden, to hold harmless Keyport Garden Club, Elizabeth Street Community Garden, the Borough of Keyport, and all volunteers associated with the Keyport Garden Club. Assumption of Risk and Waiver Release – I am fully aware that gardening activities carry special dangers and risks including, but not limited to, physical injury, death, or other harmful consequences that may arise directly or indirectly to me from my participation. Being informed as to these risks and in consideration of being allowed to participate in this activity, I hereby assume all risks of injury, damage, liability, and harm to myself and any individual or minor child that I may bring on the ESCG property. In addition, I am aware that I am fully responsible for the actions of anyone to whom I allow access to the garden. I realize that I am responsible for any injuries or damage caused by such persons and will hold the Keyport Garden Club harmless for myself and any of my visitors or surrogates. I also hereby individually and on behalf of my heirs, executor and assigns release, and hold harmless the Keyport Garden Club, Keyport Borough, Borough officials, employees, agents, volunteers and members, and waive any right of recovery I might have to bring a lawsuit against them for any personal injury, death, or other consequences that may occur as a result of the use of this facility by me and any of my guests. I understand pictures of my garden and myself may be used on the Keyport Garden Club website and social media. I give permission to use these photographs. I agree to abide by the Rules and Regulations set forth by the Elizabeth Street Community Garden.

Applicant(s) signature _____ Date _____

Applicant(s) signature _____ Date _____

Do not write below (for KGC use only)

Application received / /	Check amount \$	Applicant Wait listed yes
Welcome email sent / /	Check number #	Waitlist notified / /
Date emailed / /	Plot # assigned	Check returned / /

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RULES AND REGULATIONS

These Rules and Regulations are set forth to ensure the maintenance of a neat, productive garden area and to ensure a pleasant and safe environment for all persons in the gardens and neighboring properties. Mission - Elizabeth Street Community Gardens (ESCG) is dedicated to maintaining an organic community garden that provides education and beautification to the community and supplies food for its members. ESCG members maintain the grounds at the ESCG, working in a spirit of cooperation and fellowship. Our goal is to offer a safe and attractive environment to people desiring a place to learn and grow edible produce and flowers.

ACCESS: Each member will receive the access code to the gates after the application and payment are accepted. Members must secure the locks upon leaving. The ESCG may be accessed by members between dawn and dusk. No person is permitted in the ESCG after dusk or before dawn.

BEHAVIOR: Children must be supervised by adults. Pets are not permitted inside the garden. Smoking is not allowed. (Note that tobacco can spread tobacco mosaic virus to tomatoes, so smokers should wash hands after smoking and before entering the ESCG.) Alcoholic beverages are not allowed. When listening to music, use headphones or ear buds and maintain a volume that cannot be heard by others. When using a cell phone, be considerate of your neighbors and move to an unoccupied area.

COMMON AREAS: Members are required to keep all common areas neat and free of trash. Trash must be carried out, as there are no trash receptacles. See also Weeding instructions below.

COMMUNITY SERVICE HOURS: Each plot's gardeners are required to donate a combined 5 hours of labor per growing season, under the direction of the ESCG Committee. Such maintenance may include, but is not limited to spreading woodchips, weeding common areas, repairs and end-of-season clean up.

COMPOSTING: Currently there is no composting at the ESCG, if this changes you will be notified with instructions.

GROWING SEASON: Growing season is from March 1st through February 28th.

HARVESTING: Members may only harvest crops and flowers from their own plot. Members are encouraged to donate excess crops on Tuesdays and Thursdays to the Community Church across the street.

ORGANIC METHODS: All gardening at the ESCG must be done using organic methods. No chemical fertilizers, herbicides, or pesticides may be used anywhere in the ESCG. No chemically treated wood (for borders stakes, etc.) may be used. No dyed wood chips or synthetic (i.e., rubber) chip-type mulch may be used.

NON-TRANSFERRABLE: Under no circumstances may plots be sublet or transferred to another party. Any Member who can no longer maintain their plot during the season must inform the ESCG Committee. Fees are non-refundable.

LIABILITY: All ESCG users and their guests agree to hold harmless the Keyport Garden club and Borough of Keyport for any liability, personal injury, damage, loss or claim that may result from using the garden.

PROHIBITED PLANTS: To prevent casting shade on a neighboring plot, structures, and plants taller than 6 feet (i.e., corn, tall sunflowers) are not permitted at ESCG. In addition, invasive plants are not allowed in the garden. In addition, cacti, castor beans, illegal, and poisonous plants are not permitted.

RENEWALS: Members-in-good-standing can choose to renew their membership, keeping the same plot. Renewal requests must be made in writing with payment by February 1st. If a member wishes to renew but wants a different plot, this can be accommodated if the plot becomes available.

STARTING AND PUTTING THE GARDEN TO BED: If a plot is not planted by June 1, the plot will be considered abandoned and will be made available to applicants on the waiting list. Members with unkempt plots will receive two warnings, one week apart. If the member does not respond or make improvements within 1 week of the second warning, his/her plot will be considered abandoned and will be forfeited. If a member expects to be away for some time, ask another member to water and weed for you. If you will be gone for 2 or more consecutive weeks during the growing season, please notify an ESCG Committee member in advance. No later than December 1, members must neaten their plots for the winter as per the direction of the ESCG committee.

TOOLS: Some tools – shovels, rakes, wheelbarrow, etc. are available to share and stored in the shed. Replace borrowed tools to the shed.

WATERING: The Committee will provide water and hoses. After using the water and hose, the member must wind up the hose, turn off water, and lock the spigot.

WEEDING: Members will remove weeds from the paths adjacent to their plots. Place weeds and other garden trimmings in DPW supplied leaf bags. When bags are full, they are to be placed outside the ESCG gate for DPW pickup. All other trash must be carried out, as there are no trash receptacles.

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Hold Harmless and Indemnification Agreement

This Agreement is made on _____ (date) between _____
_____ and the Keyport Garden Club, a nonprofit organization.

In consideration for the use of the Elizabeth Street Community Garden, located at Elizabeth Street and Church Street in Keyport, NJ 07735, for the period of March 1, _____ to February 28, _____. I agree to indemnify and hold the Keyport Garden Club and its officers, agents, servants, employees, and volunteers harmless from any and all claims, causes of action, losses, damages, demands, judgments, liabilities, costs (including attorneys' fees), and expenses which I may incur, suffer, be put to, pay or expend, arising out of or as a result of the use of the Elizabeth Street Community Garden. I understand that this Hold Harmless and Indemnification Agreement also requires that the Keyport Garden Club is indemnified and held harmless from any losses or damages resulting from the acts or omissions of any guest, customer, participant, invitee, visitor, or other person I bring onto the Elizabeth Street Community Garden property.

The Elizabeth Street Community Garden will be used for personal use by me for growing vegetables in accordance with the Elizabeth Street Community Garden Rules and Regulations.

I acknowledge that I am medically capable of participating in the proposed gardening activity, and I further understand that there is no medical coverage provided to me under the Keyport Garden Club's insurance.

I acknowledge that the permission to utilize the Elizabeth Street Community Garden is valid only for the gardening activity herein described during the specified time period. Notwithstanding the foregoing, however, this Hold Harmless and Indemnification Agreement shall be applicable to any claim asserted against the Keyport Garden Club and its officers, agents, servants, employees, and volunteers for any loss incurred arising out of my activity whether or not the same extends beyond the permitted type or locale of activity or occurs on a different date than specified. I further hold harmless the Keyport Garden Club and its officers, agents, servants, employees, and volunteers, from all liability or costs arising from any interaction or contact between me and other persons taking place on or at the Elizabeth Street Community Garden or arising from adjoining private property. I specifically agree that this Hold Harmless and Indemnification Agreement shall include the responsibility to provide legal defense for the Keyport Garden Club for any suit arising out of my use of the Elizabeth Street Community Garden, and that should I or my insurance carrier fail or refuse to provide such a defense, I will reimburse the Keyport Garden Club for any costs incurred by it or any person or organization acting on its behalf. I am authorized to execute this Hold Harmless and Indemnification Agreement as a binding act.

Further, I agree for myself, my heirs, dependents or personal representatives not to assert any claim or suit for money damages against the Keyport Garden Club, its officers, agents, servants, employees, and volunteers, for pain or suffering, medical expenses, loss of wages, injuries, permanent disabilities or pecuniary losses by reason of any injuries or losses I or my heirs or dependents may sustain during or as a result of my participation in activities conducted at the Elizabeth Street Community Garden. Furthermore, by signing this hold harmless agreement, I bind all my dependents, heirs, spouse, and personal representatives to this agreement and waive any derivative rights they may otherwise have based upon any injury or loss I may incur as a result of my participation in the described activities.

It is further understood and agreed that the Keyport Garden Club is not responsible for my personal property or the personal property of my guests, customers, participants, invitees, visitors, or other persons brought onto the Elizabeth Street Community Garden property.

X _____
Signature of Applicant Date

X _____
Signature of Applicant Date

X _____
Signature of Witness Date