

Gardener Agreement - Liability Waiver  
v1 4/20/2023

Free Garden Area Agreement

Purpose:

This agreement is to define terms under which The Gardener may access the areas within the farm portion of the site controlled by Freehold Farms at 1252 N. Fort Lane for the purpose of gardening. Under this agreement, Freehold Farms provides garden beds for free, in exchange for the gardener being allowed to garden on the property.

Parties to this agreement:

This agreement is between Freehold Farms, LLC, and The Gardener, namely:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Definitions:

The Gardener, hereafter known as the gardener in this agreement refers to of all the above named individuals collectively.

Freehold Farms means Freehold Farms LLC, and is authorized by the owner of the premises as the sole property manager of farmed section of 1252 N. Fort Lane.

The Premises:

The premises is limited to the Main Garden, The NE garden, the South Mulched Drive east of the west property line, and the Brick Patio, Flower Garden, and Connecting Pathways, and Tool Shed. The premises DOES NOT include the Tenant Areas including the Tenant Backyard west of the Main Garden, the Tenant Garden, Tenant House, North Side of the Driveway, Tenant Front Yard, Main Pasture, Wood Shop, Metal Shop and all other surrounding areas not defined as the premises. The Gardener agrees not to access any areas other than The Premises, except in an emergency or by prior written permission of Freehold Farms.

Assigned area:

The Assigned Area is the area assigned to the gardner for their specific gardening

use and cultivation.

Guests:

Guests are defined as any individual human or animal on the premises under the auspices of or related by association to The Gardener.

Duration:

Duration of this agreement shall be from April 18 to November 18, 2023. This agreement may be renewed only by addendum written and signed by both parties.

Assent and General Compliance:

The gardener agrees to follow the direction and instructions of Freehold Farms, and the terms of this agreement, as they relate to the access and use of The Premises.

Freehold farms grants the gardener access to the property under the following terms.

Terms:

1. Safety and prevention of injury. The gardener agrees to guarantee the safety, order, and the prevention of injury while on the premises, including bodily injury to self and family, and to all others present under the auspices of the gardener while on the premises or surrounding areas. The gardener accepts the premises and surrounding areas as safe, and agrees to inspect and accept the condition of the premises and surrounding areas as safe each time before entering, and to inspect and determine as safe any projects or conditions left out or established by others, and to only proceed to enter the premises and surrounding areas after inspecting and accepting them as safe. The gardener accepts full responsibility for entering said areas and accepts full responsibility for the safety of the same before and during the time spent while on the premises. The gardener agrees not to cause, incur or allow any injury to self, others, the premises and surrounding areas, or tools and equipment. The gardener agrees to maintain the safety of all the gardener's minor family members and all guests, and to prevent harm and accident to self, friends, family, and guests and to maintain the premises, tools, and equipment in a safe manner. The gardener certifies that they are trained or understand how to use personal protective equipment, and agrees to use such PPE in accordance with such training and understanding. The gardener agrees that Freehold Farms LLC does not claim or certify that the premises or surrounding areas are safe in any respect, and that Freehold Farms does not have full control over the safety of the premises or surrounding areas, and that aspects of the premises and surrounding areas are under the control of the gardener and other gardeners and tenants accessing the property for their own purposes. Freehold Farms makes no warranty as to the suitability, safety, or condition of the premises or surrounding areas, or any provided tools, materials, buildings, plants, seeds or other elements provided by Freehold Farms or as found or available on the premises or surrounding areas. The gardener agrees that gardening and close proximity to farm animals, dogs, cats, and farm fencing, buildings, farm supplies and equipment poses inherent risks, including the risk of death and serious bodily injury, and agrees to assume full responsibility for such

risks and for all accidents, injuries, and mishaps occurring to self, guests, property and equipment, animals, buildings and etc while on the premises or surrounding areas or resulting from accessing the same, and to indemnify and hold harmless Freehold Farms, it's owners, managers, employees, authorized representatives, and associated entities, for any and all accidents, injuries, mishaps, and damage to self, guests, property, and equipment, including those resulting from animals wether wild or domesticated, and from plants, insects, tools, compost, animal or human waste, water sources, chemicals, equipment, and all other sources of potential injury, accident, illness, and damage. Nothwithstanding the gardener's agreement to indemnify and hold Freehold Farms, its owners, managers, employees, authorized representatives and associated entities harmless, the gardener agrees that the extent of financial liability in any arbitration, case or proceeding shall not exceed the amount of compensation charged and recieved in exchange for access to the property.

2. The gardener agrees to keep the premises orderly and the assigned area weed free. Weeds are defined as unwanted, invasive, or otherwise undesireable plants including but not limited to dandelions, amaranth, purslane, mallow, bindweed, thistle, violet, clover, grass, false barley, and spurge. The gardener agrees to clean beds of all plant material prior to the end date of this agreement, leaving them bare, flat, and in same or better condition they were recieved.

3. The gardener agrees not to bring plastics or chemicals onto the premises, except with prior approval from Freehold Farms.

#### Tools:

The gardener agrees to use existing tools in the tool shed if possible, and repair them if possible when they break, and that no replacements or parts shall be purchased or repairs done without prior approval by Freehold Farms. The gardener agrees to maintain order and cleanliness generally, and to maintain order specifically in regards to the use and storage of tools and equipement.

#### Compensation:

No compensation is agreed to, and no contract for labor is intended or entered into, except as agreed in writing by addendum or in a separate agreement.

#### Storage:

No personal tools or materials may be stored on the premises, and all such tools or materials must be removed daily when exiting the premises, except by prior written permission of Freehold Farms.

#### Communication:

If and when requested by Freehold Farms, the gardener agrees to limit or confine communication to essential matters.

#### Guests:

The gardener agrees to only allow guests, friends, extended family, pets and all others on the premises only if they agree to the terms of this agreement, and only after receiving prior written permission from Freehold Farms.

Areas of Access:

The gardener shall limit the gardener's access to the premises as previously defined, and shall not disturb other Gardeners or their plants or access their areas except by permission or emergency. In no case shall other gardener's plants or areas be disturbed or accessed without permission of Freehold farms or the other gardeners. The gardener shall not access or walk upon the tenant areas aimed and excluded from The Premises.

Parking:

The gardener agrees to park on the street, and never to drive onto the driveway or property, unless prior written permission is obtained from Freehold Farms.

Time of Access:

The gardener shall avoid accessing the premises before 7am and after 10pm, except by written permission of Freehold Farms or in an emergency.

No Right of Tenancy:

No right of tenancy exists under this agreement, and The Gardener may be asked to leave and may be barred from entering via trespass order or other verbal or written communication by Freehold Farms at any time and for any or no reason whatsoever. If such a request is given from Freehold Farms, the Gardener shall immediately leave the premises, removing all personal tools equipment property and associated persons from the property. The gardener thereafter agrees to yield all plant materials to Freehold Farms, and that no compensation shall be available for the same, except by agreement from Freehold Farms. The right to remove and retain such plant material may or may not be granted at the sole discretion of Freehold Farms.

No right or expectation of Privacy and consent to recording:

The gardener acknowledges no right or expectation of privacy and consents to be video and audio recorded while on the premises and surrounding areas.

Compensation:

The amount of compensation received in exchange for access to the property is as follows:

Compensation to be charged in exchange for Access: \_\_\_\_\_

Refundable Deposit: \_\_\_\_\_

Water payments per month: \_\_\_\_\_ maximum, to be divided among

gardeners according to the discretion of Freehold Farms.

Deposit Refunds:

If the terms of the agreement have been met for the full duration of the agreement, to the end date of the agreement, the deposit shall be returned in full within 10 calendar days of the agreement end date. If not, the deposit may be retained.

Refunds:

Refunds for other payments such as for water shall not be provided.

Dispute Resolution:

In any dispute or suit brought against Freehold Farms by the Gardener, the gardner agrees to binding arbitration.

Legal Fees:

The gardener agrees that all legal fees, including attorney's fees and arbitration fees, and any and all of Freehold Farms' costs incurred for any and all legal proceedings initiated by the gardener or it's insurance companies, entities, or associates in connection with this agreement shall be paid for by the gardener.

Severability:

If any portion of this agreement is deemed disallowed or unenforceable, the remaining portions shall remain valid and enforceable.

Entire Agreement:

This agreement is the entire agreement, and no other agreements oral or otherwise have been made, or indeed can be made, except by addendum signed and attached to this agreement by all parties.

Signed and Agreed:

We the undersigned agree to the terms of this agreement, signed and agreed to this day by:

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_