

# *Growing with Grace Community Garden Contract*

*Plot #* \_\_\_\_\_ *Plot Name (if any)* \_\_\_\_\_

*Plot Membership (Names of adult gardeners)* \_\_\_\_\_

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IN EXCHANGE FOR THE OPPORTUNITY TO PARTICIPATE IN THE GROWING WITH GRACE COMMUNITY GARDEN, I AGREE TO ABIDE BY THE FOLLOWING TERMS:

- 1) I/we will pay an annual rental fee, due with my/our application form. The fee covers water, use of manual tools, and a plot from April 1 to October 31, 2019. Fees will also be used for general garden operating expenses. The fee for 2019 is \$30 for a large plot (approx. 12 x 12), \$20 for a small plot (approx. 6 x 12), and \$15 for an accessible/standing plot.
- 2) I/we will plant at least half of my/our plot by June 15 and keep at least half of my/our plot filled with growing plants during the growing season. I/we will not allow my/our plants to exceed six feet in height. Plants, stakes, and cages are my/our responsibility.
- 3) GGCG strives to be an organic garden. As such, I/we agree not to use any synthetic chemicals, pesticides, fertilizers such as Miracle Gro, or herbicides on my/our plot.
- 4) I/we will keep my/our plot and the surrounding path area neat and free of weeds. GGCG allows gardeners to use wire fencing, garden trellises up to 4 ft. high for growing plants, stakes and string for marking plants, and stepping stones. Gardeners are responsible for maintaining these items on their plots and the garden manager must approve any items not on this list.
- 5) I/we will notify the garden manager if I/we am unable to continue tending to my/our plot so that it can be reassigned.
- 6) I/we will not pick or take anything from any garden that is not mine/ours.
- 7) I/we will use water-conserving methods on our plot such as mulching, direct root watering, and avoiding midday and overhead watering.
- 8) I/we will respect the land holder (Grace Lutheran Church), the gardeners, and the garden area (the grounds and the parking lot) by treating others with courtesy and respect, and by not using tobacco products or alcohol in the garden area. I/we will not plant any illegal plants nor allow illegal plants to grow on my/our plot.
- 9) I/we will use manual and power tools with care and at my own risk, cleaning and returning to them to the garden shed after use. To keep tools and materials secure, I/we will not share the combination to lock with anyone not gardening at GGCG, and will lock the shed if I/we am/are the last one(s) to leave the garden. Items should not be left outside the shed.
- 10) If absent (vacation, etc.) from the garden for a lengthy period of time, I will make arrangements for any care my garden may need during that time and notify the garden manager of arrangements made.
- 11) I/we will supervise my/our guests and children. No pets are allowed in the garden or on the grounds. I/we will only park in the designated parking area.

- 12) I will clean up my plot by October 31, 2019. This means dead plants and weeds will be removed and added to the compost; tomato cages, trellises, and all other garden items, etc. will be removed from the property; and the soil will be prepared for winter.
- 13) I/we agree [on behalf of myself and/or my minor children] to be photographed (in the garden) and grant permission to use the photo/s for publication, promotion or news purposes and waive any rights I/we or they may have to compensation for or ownership of the photographs.
- 14) I/we understand that community workdays are a great way to get to know my/our fellow gardeners and to share ideas. Each adult who is part of this Membership agrees to spend several hours working on garden projects for GGCG as a whole and/or will attend scheduled community work days throughout the season in addition to my/our own gardening activities.
- 15) I/we understand that the Committee will communicate news for gardeners and schedules for community work days via email and by posting on the bulletin board outside the shed, and I/we agree to keep informed about GGCG.

### CONTRACT ENFORCEMENT

The Committee and the Garden Manager are responsible for interpreting and enforcing all garden rules and contract terms. Most issues can usually be resolved informally, but at times a more formal process may be needed to address some issues. The Garden Manager will try to call or meet with gardeners to discuss problems while they are still small.

Gardeners are encouraged to discuss problems/concerns/questions among themselves and with the Garden Manager at any time. Special circumstances will be taken into account and alternative solutions to problems may be found at the discretion of the Garden Manager.

If the Garden Manager determines that a plot or a gardener is in substantial violation of garden rules or contract terms:

1. The Garden Manager will give oral notice of the violation and request corrective action.
2. If the problem remains unresolved, the Garden Manager will give written notice of the violation and request that the gardener take corrective action within two weeks, unless, in the discretion of the Garden Manager, the problem requires a more immediate resolution, in which case, the Garden Manager may set a shorter deadline for the gardener to comply.
3. If the gardener does not comply within the time provided in the written notice, the gardener's Membership may lose all gardening privileges at GGCG. Notice of the loss of gardening privileges will be given in writing.
4. Any member who loses gardening privileges at GGCG may appeal the decision of the Garden Manager to the Steering Committee. Any appeal must be made in writing within one week after receiving written notice of the loss of gardening privileges. The Steering Committee will rule on all appeals within one week.

### Waiver and Release

In consideration of the acceptance of my application and contract for community gardening at the Growing with Grace Community Garden (hereinafter "GGCG"), I, the undersigned, for myself, my heirs, executors, personal representatives, successors and assigns, hereby waive, release, and forever discharge and hold harmless the Grace Lutheran Church, their agents and employees, assigns, successors and other representatives (collectively referred to as "Releasees") without limitation from any and all claims for liability for damages, death, personal injury, loss of property or property damage I may have, or that my heirs, executors, executors, personal representatives or assigns may suffer, as a result of my participation in GGCG.

I understand that my participation in GGCG is strictly voluntary and I freely choose to participate. I voluntarily assume all risks of loss, damage, or injury that may be arise directly or indirectly from participating in gardening or being on the property where the Garden is located, whether caused by the Releasees'

NEGLIGENCE or BREACH OF CONTRACT or otherwise. For example and without limitation I release the Releasees from any liability for my physical condition, the condition of the property where the Garden is located, and for the presence or actions of any other participants or non-participants present at the Garden. I am aware of the risks of participation, which include without limitation the possibility of sunstroke, sprained muscles and ligaments, broken bones and fatigue. I hereby state that I am in sufficient physical condition to participate in gardening. I understand that Releasees do not assume any responsibility for or obligation to provide me with assistance including, without limitation, medical, health or disability care or insurance in the event of bodily injury or illness. I agree to accept and abide by the rules and regulations of the GGCG project.

I have carefully read this Waiver and Release and fully understand and voluntarily accept the terms stated herein. I understand that this Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of Minnesota. In the event of any action or proceeding commenced with respect to this Waiver and Release, such action shall be commenced in the District Court of the State of Minnesota in Blue Earth County. I agree that in the event that any clause or provision of this Waiver and Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release and Waiver, which shall continue to be enforceable.

I/we have had the opportunity to read this contract, ask questions, and understand that this is an opportunity to benefit from all the advantages of participating in a community garden. If I/we fail to abide by the above terms, my plot may be forfeited without refund and reassigned.

Plot Contact Person (please print) \_\_\_\_\_

Contact Address \_\_\_\_\_

Contact Phone \_\_\_\_\_ Contact e-mail \_\_\_\_\_

Contact Person Signature \_\_\_\_\_ Date \_\_\_\_\_

Other Adult Gardeners

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Plot Size (circle one): Large (approx. 12x12 ft.); Small (approx. 6 x 12 ft.); Accessible/standing plot

Plot Number request (must be confirmed with garden committee): \_\_\_\_\_

**Payment Information:**

1. PLEASE INCLUDE PAYMENT WITH THIS CONTRACT/APPLICATION.
2. Checks need to be written to "GRACE LUTHERAN CHURCH".
3. Fees are \$30 for a standard plot, \$20 for a small, \$15 for accessible/standing plot
4. In the memo section of your check, write "Garden Plot"

Payment enclosed \_\_\_\_\_ Amount \_\_\_\_\_