

VERNON TOWNSHIP COMMUNITY GARDEN

By executing this Membership Agreement and being accepted as a Member of the Vernon Township Community Garden, the gardener agrees to abide by all of the rules, policies and practices set forth herein and those posted throughout the Community Garden grounds. The gardener understands and agrees that these may be subject to change at any time at the sole discretion of the Township of Vernon. The gardener further understands that failure to abide by these rules, policies and practices is grounds for expulsion from the Community Garden for a length of time to be determined by the Township.

A. ANNUAL FEES

The annual rental fee of a standard individual 12 x 14 plot is \$40 per plot. Please make checks payable to Vernon Township Recreation.

B. RULES OF OPERATION -

- **Hours:** During the 2023 season, the Community Garden will be open from the dawn until dusk seven days a week. Gate must be kept closed and locked whenever a gardener is the last to leave. The code to the locks will be given to the gardener at the time of registration.
- **Season Opening:** The garden will open for the season on March 1, 2023 (weather permitting). Cultivation and planting **must be started** by May 24, 2023. Any existing garden member that does not register by March 1, 2023 will forfeit their plot and it will be offered to the waiting list. *Plots that have not been planted by May 24th will be forfeited and offered to the waiting list unless prior approval is granted.* **Plots must be tended through the time of fall clean up which will be completed no later than November 17, 2023.** Please refer to the section *Violation of Membership Rules*.
- **Use of Equipment:** Gardeners are welcome to use any equipment supplied by the Township of Vernon, provided it is used as intended. This equipment will be labeled as the property of Vernon Township and shall remain at the Garden at all times. Each gardener is expected to bring their own tools. The Community Garden will not be responsible for personal items left at the plot or in the Garden.
- **Harvesting:** Crops **MUST** be harvested once they mature. Leaving mature crops to rot will not be permitted. Unharvested crops will be harvested and donated.
- **Weeding:** Maintenance of garden plots includes WEEDING. All weeds, rocks and other plant waste should be disposed of in designated areas for removal. You are welcome to compost in rear of the garden outside of the fence. This is a benefit to the Garden to develop rich compost as well as to support our sustainability. All trash must be removed by the gardener.
- **Watering System:** The water from the Community Garden's watering system is non-potable and is only to be used on crops. Gardeners are responsible for the proper use of the water facilities including conserving the use of water at all times, abiding by water restrictions if applicable and ensuring the water is turned off completely and not leaking when not in use. This water is kindly supplied to the garden by the local VOLUNTEER Fire Departments of Vernon Township and although they do deliver the water routinely, there are occasions when a delivery is delayed.

C. RULES OF CONDUCT

Behavior: The gardener agrees to be respectful of other gardeners at all times. The gardener will keep his or her plot and surrounding areas well tended. While on Community Garden grounds, the gardener or any visitors will not engage in any prohibited behavior including the cultivation of illegal plants, smoking, drinking, gambling or the use of illegal drugs. Weapons of any kind are not permitted in the garden.

NO PETS or other animals are permitted in the garden. It is asked that courtesy be shown when using cellular phones.

Removal of items, produce and plantings from other garden plots: Under no circumstances may a gardener borrow or remove anything from the plots of other gardeners without specific permission.

Use of Fertilizers and Pesticides: The use of chemical fertilizers, fungicides, herbicides and pesticides are prohibited. Only natural, organic methods and products may be used. Use of ground fabric or newspapers to control weeds is allowed.

Prohibited Plants: The growing of illegal plants or crops is prohibited, as is the planting of invasive species or cover crops.

Gardener Absences: Gardeners shall notify the Township if you are unable to maintain your plot for any period of time or if you wish to turn your plot back over to the Township for re-assignment (please note that registration fees are non-refundable). **Abandoned plots will be forfeited after reasonable attempt to contact member.**

Visitors, Guests and Children: The gardener agrees to accompany and supervise any guest, visitor and/or children brought into the Community Garden and also agrees to be responsible for the conduct of any of these parties. The Community Garden will not be held responsible for any visitors, guest or child.

Fall Cleanup: During fall cleanup, any stakes, netting, plastic materials, tomato cages, watering cans, etc. must be removed from all plots. **All plants and weeds must be completely removed.** This does not include perennial plants or winter crops. *Failure to do so will result in possible fines and/or penalties.*

D. VIOLATION OF MEMBERSHIP RULES

In the event the gardener violates any of the Community Garden's rules, policies, or practices, the gardener will be issued a written notification by the Township and will be provided with a reasonable opportunity to correct the violation. In the event no correction is made and no response to the notification is received within two weeks of the date of the notification, a second notice will be issued. If the second notice will be issued informing the gardener if the suspension of their gardening privileges and forfeiture of their plot. All rules, terms and conditions of participating in the Vernon Township Community Garden are established by the Township of Vernon. By executing this Agreement, the gardener acknowledges and agrees that in the event the gardener violates any of the rules, terms and conditions set forth herein, at the sole discretion of the Township, the gardener's participation may be immediately suspended and may result in the permanent loss of the use of the gardener's plot. There will be no refund given for revoked garden privileges.

E. HOLD HARMLESS

I hereby acknowledge that I have been requested to sign an agreement which states that I agree to hold harmless the Township of Vernon, it's agents, officers and employees from any claim, lawsuit, settlement, action damages, liability and expense, including all attorney fees, in conjunction with the loss of life, bodily or personal injury or property damages arising from any act of negligence or intentional wrongdoing by myself, guests, visitors or other persons present on the premises of the Community Garden.

The gardener also understands that use of the Community Garden is without any warranties and neither the Township of Vernon, its agents, officers and employees is responsible for any acts of nature that may prevent use of and access to the Community Garden at any time.

A separate HOLD HARMLESS, INDEMNIFICATION AND LIABILITY form will be signed in conjunction with this Membership Agreement. Refusal to sign this document will result in denial of membership.

F. As it applies to my participation, I agree to abide by the Center for Disease Control (CDC)'s recommendations for the prevention of the spread of COVID-19 and attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. I also agree to abide by any COVID-19 distancing and other safety guidelines issued by the state or the community.

G. GARDENER'S COMMITMENT

I have read and understand that failure to abide by these rules, policies and practices stated herein for the participation in the Vernon Township Community Garden may result in the loss of my gardening privileges, including losing the access to my plot and vegetables.

Signature: _____ Date: _____

Print Name: _____

