



2018 - COMMUNITY GARDEN AGREEMENT Rules, Terms, and Conditions for Participation

IF ACCEPTED AS A GARDENER, I WILL ABIDE BY THE FOLLOWING:

I will use this garden at the sole discretion of Franciscan Ministries, Inc.

I agree to abide by its stated policies and procedures.

WORKING FOR GOOD

I will work to keep the Garden a happy, secure and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.

I understand that I am an integral part of the Community Garden and as such must be a good steward of the land and resources made available to me.

DEPOSIT

A \$25 deposit will be collected from each new gardener.

At the end of the growing season, I will clean and clear my plot as outlined in the End of Season section of this document. If at that time I choose to leave the Garden, I may request that my deposit be returned to me, or be donated towards the continuing growth of the Garden. Requests for *returned* deposits must be made in writing to the Director by December 1, 2018, so that checks can be issued within the fiscal year. Requests will only be granted if the gardener is in good standing.

ANNUAL FEES & VOLUNTEER HOURS

For the below stated fee applicable to my plot size, I will be provided a plot, access to water (and hose), and a compost bin (for surplus vegetative materials only). Gardeners may also use community tools located in the Garden Shed. Standard plot sizes are listed below.

I understand that I am required to complete Garden service hours as detailed below. The service may take many forms, including but not limited to maintaining paths beyond my section, taking and emptying trash cans in dumpsters, doing general clean-up within the Garden proper, participating in community work days/evenings, or doing independent maintenance in Community Crop Plots.

It is my responsibility to record these hours through the proper channels to ensure I receive credit. These hours are integral to the growth of the Garden as a place of community, and they benefit all involved.

All plot fees are nonrefundable. Payments are due in full by January 31, 2018 in order to be considered in the season's initial plot assignments. Initial plot assignments will be made by March 1, 2018.

2018

Plot Size	Cost	Hours	Plot Size	Cost	Hours
10'x20'	\$25	12	30'x20'	\$75	12
20'x20'	\$50	12	40'x20'	\$100	12

PLOT ASSIGNMENT

I understand that all plots are assigned after applications have been submitted and accepted. I can share my plot with another gardener with the approval of the Director, and all additional gardeners must complete and sign a Contract. In these situations, plot deposits, fees, and volunteer hours are shared.

Return Gardeners: Returning Gardeners will be assigned a plot based on criteria including years in the Garden, plot upkeep, and completion of volunteer service hours. I am aware that requesting and acquiring a larger plot may only be possible by relocating to a new location within the Garden.

PLOT ASSIGNMENT (*continued*)

New Gardeners: New gardeners will be assigned a 20ft x 10ft plot if available. If there are more applicants than available plots, plots will be assigned on a first come first serve basis. If necessary, a wait list will be created and maintained by the Director.

Unassigned Plots: After June 1, any unassigned plots will be offered to the wait list, to existing gardeners, or voluntarily run for educational/community purposes as determined by the Director.

Abandoned Plots: During the course of the year, any plots deemed abandoned by the Director will be offered to those on the wait list, to existing gardeners, or voluntarily run for educational/community purposes as determined by the Director.

PLANTING DEADLINE

Once I have been assigned a plot, I will cultivate and plant it by June 1, 2018.

UNATTENDED PLOTS

I further understand that my plot cannot be left fallow or unused for any period of two weeks or longer. Doing so may result in the loss of both my plot and deposit and re-assignment of the plot.

END OF SEASON

If I am not planting a winter crop, I will remove all vegetative material and tools, staking, etc., from my plot by November 15, 2018. I must do this even if I intend on returning the following season. If I intend to plant and harvest year-round (from March 2018 through February 2019) I will notify the Director in writing prior to November 1, 2018. I will also keep my plot maintained as specified within this agreement throughout the year.

PLOT RESTRICTIONS & MAINTENANCE

I will not expand my plot beyond the space assigned or into paths or other plots.

I will not allow any vines or other spreading plants to infringe upon or grow into pathways or other plots.

I will keep all my plants within the limits of my garden plot and will not allow any plants to grow in height that significantly infringes on the sunlight accessible to a neighboring plot.

I will keep my plot weed and tree free. I understand that I am responsible for the elimination of weeds and/or trees within the boundaries of my plot. I further understand that my failure to control the weeds and/or trees will result in actions deemed appropriate by the Director, which may include the removal of these items. Ongoing failure to control weeds and/or trees may result in the loss of my plot.

If I am having difficulties with maintaining my plot due to unexpected sickness or similar situations, I will reach out to the Director to request assistance.

I will keep the path south of my garden weed free.

I will not build or install structures that could be considered permanent or not in keeping with the rest of the Garden. If you are unsure, please ask before installing or building.

OVERALL GARDEN MAINTENANCE & SAFETY

I will keep my plot, the path south of my plot, and the surrounding areas clean and neat.

Upon leaving, I will remove/dispose of any and all trash that I have brought into the Garden or property.

Anything I bring from my home, I will take home, unless I have made prior arrangements with the Director to leave tools, items, etc, on site.

I understand that if I choose to leave tools, items, etc, I alone am liable for any theft or damage.

I will keep the gate door locked at all times to ensure the safety of all. I will not share the lock combination with non-gardeners. I will not hold/prop the gate doors open for others who are not a part of the Garden.

COMPOST MAINTENANCE

I will place only appropriate garden materials in the compost area. ***No trash is permitted in this area.***

ORGANIC - ONLY

The property owners reserve the right to apply weed control in keeping with our vision of sustainable, earth friendly growing environment.

I will only incorporate organic practices. I will not use any chemical herbicides, pesticides or petrol-fertilizers.

PERENNIAL RESTRICTION

I understand that I may NOT plant perennial plants that spread, such as mint, in my plot.

WATER ACCESS AND USAGE

I will make sure that hoses are properly stored and water spigots are fully off when I am finished watering.

I will not use a sprinkler or leave water running unattended in my plot or anywhere within the Garden.

I will use prudence when watering my plot, keeping in mind that water is a valuable resource not to be wasted.

COMMUNICATION

I understand that the primary method of communication within the Garden Community is email. An email account is not required for participation in the Garden; however, it is the best way to be certain that I am receiving all communications regarding the Garden.

For the convenience of the Garden Community, a Facebook group (Franciscan Ministries: Community Garden) is available for the sharing of information, Garden updates, and encouragement. Group membership will be audited by the Director at the start of the season. I can request to join via my Facebook accounts. A Facebook account is not required for participation in the Garden.

The Garden email list and Facebook group are to be used for the sole purpose of Garden communications. The Director can best be contacted through email and Garden Cards available in the Centennial Barn offices. Every effort will be made to respond promptly. No anonymous comments or suggestions will be accepted.

ANY AND ALL RULES of the physical Garden apply to ALL Garden communication, virtual or otherwise.

LOCAL AND STATE LAWS

I will follow all state and local laws governing behavior, activities, and plant cultivation in the Garden.

I will not bring weapons of any kind onto the St Clare property.

RESPECT

I will respect other gardeners and guests at all times.

I will not use abusive/profane language or gestures towards anyone on site.

I will not discriminate against others in any way.

GUESTS AND VISITORS

Guests and visitors, including children, may enter the Garden only if I accompany them.

Guests and visitors, including children, are required to follow all rules, terms, and conditions stated herein.

I will supervise any and all children at all times throughout the duration of their time in the Garden.

I am solely responsible for the behavior and safety of my guests and visitors.

NO PETS ALLOWED with the exception of fully documented service animals.

NO SMOKING

There is no smoking within the fenced Garden area or in the picnic/shed area.

THEFT

I will not take food, plants, tools, supplies, or items from other gardeners' plots or any Community Plots. I will not take anything from the Garden that is not rightfully mine.

PHOTO RELEASE

I agree that Franciscan Ministries, Inc may use my portrait or photography for promotional purposes, website, and office functions.

RETALIATION & LIABILITY

I understand that my participation is purely voluntary and is a privilege and not a right, and I elect to participate in spite of any risks.

I forfeit my right to sue the owner/s of the property (the Franciscan Sisters of the Poor) and its employees, Franciscan Ministries, Inc and its employees, or any persons assigned to oversee operations of the Garden.

I release from all liability and indemnify the both Franciscan Sisters of the Poor and Franciscan Ministries, Inc, and their officers, agents, representatives, associates, volunteers and employees, from any and all liability, claims, judgments, cost and expenses, including attorneys' fees, arising out of any injury or illness incurred while participating in or traveling to or from the Garden and further agree not to bring or prosecute or allow to be brought or prosecuted (including but not limited to prosecution through subrogation) in my name any claims, lawsuits or actions against Franciscan Ministries, Inc and their officers, agents, representatives, associates, volunteers, and employees.

ENFORCEMENT OF TERMS AND CONDITIONS

Breaking any rules, terms, or conditions contained herein is cause for exclusion from the Garden and loss of my plot.

1. Determinations will be made by the Director in conjunction with the Executive Director of Franciscan Ministries, Inc as appropriate.
2. I will receive one warning from the Director or Executive Director.
3. If no response or correction has been made within two weeks, I will receive a written notification that I have forfeited my gardening privileges, plot, and deposit.
4. I will be allowed to re-apply for another garden plot only after one year and only at the discretion of the Director.
5. Any concerns or questions regarding my plot or the Garden should be directed to the Director at MPeebles@FranciscanMinistriesInc.org.