



# WILLARD COMMUNITY GARDEN

LOCATED AT 650 NORTH MAIN ST

## COMMUNITY GARDEN PLOT APPLICATION, GARDEN REGULATIONS, AND WAIVER OF LIABILITY

### GARDENER INFORMATION

Gardener Name: \_\_\_\_\_  
Hereinafter referred to as "Gardener"

Address: \_\_\_\_\_

City and State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

### PLOT REQUEST INFORMATION

Membership:  First Year  Second Year  Multiple Years

Plot Size Requested (\* PLEASE NOTE: The community garden has limited availability to raised beds; 1 wheelchair accessible and 2 raised beds. Those requiring a raised bed will be on the priority list for them and may have to show proof of requirement depending on demand. More raised beds are possible in the future depending on demand.):

10 ft. x 10 ft.  20 ft x 20 ft.  20 ft. x 40 ft.  Raised Bed (4 ft. x 6 ft.)\*

Plot Type Requested:  Non-Organic  Organic  No Preference

## GARDEN REGULATIONS & GARDENER RESPONSIBILITES

### GARDEN REGULATIONS

1. The Garden is open for Gardeners to work in their assigned plots all days of the week, including weekends and holidays, from 6:30 A.M. to 8:00 P.M.
2. Illegal or invasive plants are prohibited.
3. The use of alcohol, drugs, and smoking on garden property is prohibited.
4. Carrying of weapons of any kind on the garden property is prohibited.
5. Littering and vandalism on the garden property is prohibited.
6. Children (under 18) must be accompanied by an adult and supervised at all times.
7. No pets except service animals are allowed on the garden property.
8. Report all suspicious and unsafe conditions to the Willard Park and Recreation (419-935-1654).
9. **In the case of an emergency while at the garden property, call 9-1-1.**

## **GARDENER RESPONSIBILITIES**

1. Garden plots will be tilled by the City of Willard in late April. All garden plots will be prepared for planting by the assigned Gardeners by May 1<sup>st</sup> (weather depending). Gardeners must have their assigned garden plot(s) planted by June 12<sup>th</sup>, or the plot(s) may be reassigned.
2. Each Gardener is responsible for the planting and maintenance of their assigned garden plot. This includes, but is not limited to, spring planting, watering, weeding, harvesting, fall clean up.
3. Each Gardener is responsible for providing maintenance duties to their assigned garden plot(s) at least once a week. If any plot remains unattended for more than three (3) weeks, the plot(s) may be reassigned.
  - a. If for any reason a Gardener finds they are unable to maintain their assigned garden plot(s) for a short absence, the Gardener is responsible for making arrangements with other Gardeners to maintain the plot(s) during their absence.
4. Each Gardener will be given a key to a lock on the shed located on the garden property for access to communal use tools, supplies, and a water hydrant. Each Gardener is responsible for locking the shed when working in their garden plot(s) and before leaving the garden property to ensure protection for the communal use garden assets.
5. Communal use tools, supplies and water are available to all Gardeners in the shed located on the garden property. These tools and supplies are the property of the City of Willard and are not to leave the community garden property.
  - a. Each Gardener is responsible for signing in (upon arrival) and out (upon departure from garden property) on the clipboard located in the shed.
  - b. Each Gardener is responsible for cleaning any tools used and returning them to the proper location within the shed before leaving the garden property.
  - c. Each Gardener is responsible for ensuring that the use of water is never unattended.
  - d. Each Gardener is responsible for turning off the water hydrant before leaving the garden property.
  - e. Report immediately any observance of neglect or damaged communal use tools, supplies, or water to the Willard Park & Recreation (419-935-1654).
  - f. Report immediately any stolen communal use tools, supplies, or water to Willard Police Department at 419-933-2561.
6. Be respectful of the community garden and fellow Gardeners.
  - a. Gardeners are prohibited from harvesting any crops from another Gardener's plot(s) without permission from the assigned plot Gardener.
  - b. Each Gardener is responsible for ensuring that no plants are planted or placed in such a way as to shade or encroach on another Gardener's plot.
  - c. Each Gardener is responsible for ensuring that the garden paths be kept free and clear of all obstacles.
    - i. Hoses must be run along paths (not through other plots) and disconnected after use.
  - d. Each Gardener is responsible for throwing away trash in the onsite trashcan.
  - e. Each Gardener is responsible for placing weeds, dead plants, etc. in the marked compost area on the property.
7. Garden plots designated organic, must be planted and maintained organic throughout the year. This includes the use of organic seedlings or plants and applying organic treatments.
8. Pesticides may be applied to the Gardeners plot(s) only. Herbicides are prohibited to be used in the community garden.

9. Diseased and infected plants should be removed from the garden and disposed of immediately and properly.
10. Any personal garden tools or supplies must be stored within each Gardener's plot(s). The City of Willard is not responsible for tools or personal property left unattended or stolen on the garden property.
11. At the end of the growing season, each Gardener is responsible for cleaning their assigned plot(s) of all weeds, plants, weed-blocking materials, tools, supplies and anything else leaving the plot(s) as clear as they were found in the spring. Gardeners must have their assigned garden plot(s) cleaned by October 31<sup>st</sup>.
12. Preference is given to current garden participants for the following year. Returning garden participants may request the same location or a different location. Garden participants requesting more than one (1) plot will be at the discretion of the City of Willard.

## **WAIVER OF LIABILITY, RELEASE AND INDEMNIFICATION AGREEMENT**

### **1. GARDEN PLOTS**

**1.1 Plot(s).** Gardener has the right to use to Plot(s) \_\_\_\_\_ (the "Plot") in the Garden. Gardener may use the Box from \_\_\_\_\_ to \_\_\_\_\_.

**1.2 Rules.** Gardener understands that everyone using the Garden must comply with the Garden Regulations & Gardener Responsibilities (the "**Garden Regulations**") listed above. The Garden Regulations are subject to change as needed and are at the discretion of the City of Willard. The Garden Regulations cover a number of topics, including access, use of plots, communal use items (shed, tools, supplies, and water), gardener conduct, communication, and termination. Gardener confirms that Gardener has read the Garden Regulations, that Gardener will comply with them at all times and that Gardener understand that compliance with the Garden Regulations is a requirement of Gardener's continued participation in the Garden.

**1.3 No Transfers.** Gardener cannot sell or lease Gardener's right to use the Plot, or otherwise allow anyone to use it on a regular basis.

### **2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS**

**2.1 Awareness of Risk.** Gardener understands that Gardener's participation in the Garden has the inherent risk of death or injury to Gardener or Gardener's guests, and of damage to Gardener's property. These risks may result not only from Gardener's own actions or inactions, including overexertion, but also from the actions or inactions of other gardeners or City of Willard. These risks may also arise from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. Gardener also understands that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.

**2.2 Assumption of Risk.** Gardener assumes full responsibility for any and all risks of death, bodily injury or property damage, including, without limitation, those identified in Section 2.1, caused by or arising from Gardener's direct or indirect participation in the Garden, regardless of the cause, even if that risk is caused by other persons' negligence, whether passive or active.

**2.3 Waiver and Release of Claims.** Gardener waives and releases any claims against the City of Willard and the City of Willard's directors, officers, agents, employees, volunteers, and affiliates (collectively, the "Released Parties"), for any liability, loss, damages, or claims resulting from death, injury, or property damage, to Gardener, third parties, or any property, that occur while Gardener or Gardener's guests are in the Garden, whether caused by active or passive negligence by any of the Released Parties or any other persons. Gardener agrees not to sue any of the Released Parties based on these waived and released claims. Gardener understands that the City of Willard would not permit Gardener to participate in the Garden without Gardener's agreeing to these waivers and releases.

**2.4 Medical Care Waiver.** Gardener waives and releases any claim against the Released Parties arising out of any first aid, treatment, or medical service, including the lack of such or timing of such, rendered in connection with Gardener's participation in the Garden. Gardener understands that Gardener is not covered by or eligible for any insurance, health care, worker's compensation, or any other benefits maintained by the City of Willard.

**2.5 Indemnification.** Gardener will indemnify and hold the Released Parties harmless from and against any and all claims, liabilities, losses, damages, expenses and attorneys' fees (together, "losses"), including, without limitation, losses arising from any death, property damage or injury of any nature whatsoever that may be suffered by Gardener or Gardener's guests or any other person in a relationship with Gardener, which may arise directly or indirectly from (i) Gardener's or their presence or participation in the Garden or (ii) any breach by Gardener of this Agreement, except to the extent the loss is caused by the gross negligence or willful misconduct of the City of Willard.

**2.6 Publicity.** Gardener consents to the unrestricted use in any form of any photographs, interviews, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of Gardener or Gardener's guests that we or others may create in connection with Gardener's or Gardener's guest's participation in the Garden. Gardener waives any right to inspect or approve the finished product. Gardener is not entitled to any compensation for creation or use of the finished product.

### **3. TERMINATION**

**3.1 Failure to Comply with Agreement or Garden Regulations.** The City of Willard may terminate Gardener's right to use the Plot if Gardener fails to comply with this Agreement or with the Garden Regulations, through the process described in the Garden Regulations.

### **4. OTHER PROVISIONS**

**4.1 Entire Agreement, Severability and Modification.** This Agreement, together with the Garden Regulations, is the complete agreement between Gardener and the City of Willard concerning the Garden. If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain effective, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. This agreement may be modified only as stated in a written document signed by both Gardener and the City of Willard.

*This agreement (the “**Agreement**”) describes the terms under which Gardner may use a plot in the Willard Community Garden (the “**Garden**”), as assigned to Gardener by the City of Willard. By signing this document, Gardener confirms that he or she understands and agrees to its terms, including the waiver terms, set out below.*

GARDENER:

CITY OF WILLARD:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature