

**Ted Sparko Memorial Community Garden
At Park Hill**

Application for Garden Plot

Name: _____ Address: _____

Are you an Easthampton resident? _____

Telephone (day): _____

Telephone (evening): _____

Email address: _____

Please list any necessary accommodations or
Requests (i.e. senior citizen, mobility issues):

Volunteer areas of interest (how would you like to help?) :

Fall clean up [] Spring setup [] Mowing []

Maintenance [] Education and outreach [] Other [] _____

- I agree to pay a fee of \$20.00 to help cover garden expenses;
- I acknowledge that I may pay a deposit of \$5.00 to obtain a key to the garden shed and that this money will be returned to me when I return the key;
- If I must abandon my plot for any reason, I will notify the Garden Committee;
- I have read and understand the Rules and Guidelines for use and have received a copy;
- I have read, understand, and signed the Indemnification Agreement;
- I understand that this application does not guarantee me a plot at the Community Garden.
- I understand that any rules, guidelines, and fees are subject to change in coming seasons.

Print name: _____

Signature: _____

Date: _____

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Guidelines and Rules of Use

1. Plots will be 20'x20' with gardeners having the option to purchase multiple, neighboring plots if extra plots are available after they have been distributed;
2. Plots will be distributed by lottery at the beginning of each growing season. Plots will be given to Easthampton residents first. If there are still plots available after all interested Easthampton residents have received a plot, they will be open to people from other towns/cities. Certain plots may be reserved for people with mobility issues;
3. Gardeners will have the option of reserving their plot for the following season. If a gardener chooses to reserve a plot, he or she does not have to enter the plot lottery. Each gardener may reserve only one 20'x20' plot each season, regardless of the number of plots held the previous season;
4. Plots not paid for by one week before the opening of the season may be reassigned to another gardener;
5. The Easthampton Conservation Commission and Garden Committee will supply water and hoses to gardeners. Gardeners must be present at their plot while water is flowing on it;
6. Gardeners are responsible for supplying their own tools. While the Garden Committee may make communal tools available, it makes no guarantee of such communal tools. All tools must be removed from a plot when the gardener leaves for the day. Tools can be stored in the garden shed, but the Easthampton Conservation Commission and Garden Committee takes no responsibility for lost or missing tools;
7. Gardeners may place temporary fences around their gardens to keep out unwelcome guests. Fences may be no more than four feet high. All fences must be removed by the end of the season;
8. Gardeners are responsible for weed control in their own plots;
9. Gardeners may not plant anything on the state's prohibited plant list. This list is available at http://www.mass.gov/agr/farmproducts/proposed_prohibited_plant_list_v12-12-05.htm. The Garden Committee will provide gardeners with a printed copy of the list on request;
10. Gardeners must follow organic gardening practices. The Garden Committee will sponsor a seminar at the beginning of each season to educate gardeners about organic practices. Additionally, tips for gardening and a list of acceptable pesticides, herbicides, and fertilizers will be given to each gardener at the beginning of each season. Gardeners wishing to use a product not on the approved list may request permission from the Garden Committee;
11. There is no smoking in the garden, as some plants are sensitive to tobacco smoke;
12. Pets are not allowed in the garden area, though people are free to bring their pets to conservation land not used for the gardens;
13. Plants must be confined within each gardener's 20'x20' plot. The Garden Committee reserves the right to trim plants extending beyond plot borders. The Garden Committee will notify a gardener prior to trimming any overgrown plants. If an overgrown plant

- poses a risk to a neighboring plot, the Garden Committee may trim it without notification;
14. Gardeners are not allowed to park within the garden area. They may drive along the garden road and park briefly to load or unload equipment;
 15. All organic waste should be placed in the compost pile. Non-organic waste should be removed from the garden and disposed of elsewhere;
 16. Plots must be cleared at the end of each growing season. The Garden Committee will inspect the plots at the end of each season to ensure they are properly cleared. Gardeners may plant cover crops;
 17. Gardeners must commit to at least five hours of community garden work each season. This work may include preparation at the beginning of the season, fall clean-up work, mowing and maintenance of garden paths, outreach and education, and other volunteer work;
 18. We encourage gardeners to work with each other to resolve any conflicts or violations of these rules. Any issues that cannot be resolved may be brought to the Garden Committee. The Garden Committee is responsible for education and enforcement of these rules. Additionally, the Garden Committee will mediate conflicts among gardeners. Interested parties may appeal decisions of the Garden Committee to the Easthampton Conservation Commission, which has final say in matters regarding the property;
 19. The Garden Committee and Easthampton Conservation Commission have the right to remove gardeners for egregious or persistent violations of the garden rules. Additionally, they have the right to exclude gardeners from the plot lottery if their conduct during a previous season is unacceptable. A gardener will have the right to a review by the Easthampton Conservation Commission if they are removed;
 20. The Garden Committee may send a monthly newsletter to all gardeners. The newsletter will contain information about the garden, as well as gardening tips. Gardeners are encouraged to submit tips, ideas, and recipes that use fruits and vegetables grown in the gardens;
 21. The Garden Committee may also maintain an online forum and garden wiki that gardeners can use to share information.

I ACKNOWLEDGE THAT I HAVE READ THE GUIDELINES AND RULES SET FORTH HEREIN AND AGREE TO COMPLY WITH THEM.

Print name: _____

Signature: _____

Date: _____

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Release and Indemnification Agreement

Please read carefully before signing. This is an acknowledgement, waiver, and release from liability.

I acknowledge that participating in the Easthampton Community Garden (herein Garden) carries a potential for death, serious injury, and property loss. I hereby assume the risks inherent in participation. I acknowledge that my statements on this waiver and release from liability are being accepted by the Easthampton Conservation Commission and Garden Committee.

In consideration for allowing me to participate in the Garden and in any events and/or activities related thereto, I hereby take the following for myself, my executors, administrators, heirs, next of kin, successors, assigns, and/or anyone else who might claim or sue on my behalf, and I expressly acknowledge that it is my intent to take these actions:

1. I waive, release, and discharge from any and all claims losses, or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft or damage of any kind, including economic losses, which may in the future arise out of or relate to my participating in the Garden, anyone associated with the Garden Committee and Easthampton Conservation Commission and its respective heirs, executors, administrators, legal representatives, successors, and assigns, from liabilities that are caused by the negligent act or omissions of the persons I am hereby releasing or are caused by the negligent acts of the persons I am hereby releasing or are caused by the negligent acts or omissions of any other person or entity;
2. I acknowledge that there may be risks associated with participation in the Garden and I assume the risks. All such risks being known and appreciated by me, I further acknowledge that these risks include risks that may be the result of the negligence of the Garden Committee and Easthampton Conservation Commission.
3. I indemnify and hold harmless the Easthampton Conservation Commission and Garden Committee from any and all claims made or liabilities assessed against them as a result of a. my actions or inactions, and b. the actions, inactions, or negligence of others including those parties hereby indemnified.

I hereby affirm that I am eighteen (18) years or old or older, I have read this document, and I understand its contents.

(Parent or guardian must sign for those under 18)

Print name: _____ Signature: _____ Date: _____