

# Community Gardener Contract with the City of Ashland Parks and Recreation Department

## As a participant in the Ashland Parks Community Gardens:

- **I agree to** abide by the terms and conditions listed in the contract below for the right to garden, with access to irrigation, at my assigned plot from **January 1 through December 31**. If I fail to follow the guidelines of this contract, APRD may terminate this contract, and I will forfeit my plot for the remainder of the current year without a refund. Nor will I be eligible to lease a plot the following year in any of the community gardens operated by Ashland Parks.
- **I understand** that my household may lease only one plot and that produce may not be sold.
- **I agree** to pay a \$20 deposit (only new garden members) to be refunded when I release my plot in good condition. If I fail to leave my plot in good condition, my deposit will be forfeited.
- **If I choose to forfeit my plot, I must notify the APRD no later than May 1** in order to receive a 50% refund. After May 1, no lease fee refunds will be given.
- **Most garden communications are sent via e-mail. I will keep the garden coordinator informed of changes to my contact information.** I will be given the shed/gate lock's combination during my orientation with the Garden Coordinator.

## TERMS

1. **I will adhere to USDA organic practices** that encourage healthy soil and limit negative environmental impacts. **I will not** use synthetic or petroleum-based pesticides, herbicides, fertilizers/amendments or chemically treated wood.
2. **I will adhere to generally accepted water conservation practices**, watering only within my plot's boundaries by hand or with drip irrigation. I will not let water run excessively, causing pooling in or around my plot. If I fail to control excessive irrigation after having been notified by the garden manager or coordinator, water to my plot may be turned off until I correct the situation.
3. **I will employ good garden practices** including:
  - a. Controlling weed growth within my plot before they go to seed.
  - b. Harvesting ripe food to avoid food waste and promptly removing rotting produce and vegetation to designated compost and refuse areas.
  - c. I will not bring raw kitchen waste from off-site.
4. **I will employ good community practices** including:
  - a. Maintaining paths and areas immediately surrounding my plot by keeping paths open and unobstructed from plant growth or weeds, keeping trash picked up and putting away tools, equipment, and amendments.
  - b. I will garden within the boundaries of my garden plot. I will trim vining, leaning, and fallen plants to keep pathways clear. No pots or planting containers will be added outside of my plot. I will clear plants that have escaped my plot borders and are growing in the path.
  - c. I will take large garbage home for disposal; including potting containers, bags, discarded irrigation equipment, broken tools, etc.
  - d. I will store all equipment and supplies in or near the shed provided. I will keep the shed and surrounding area neat and organized.
  - e. I will avoid planting tall crops where they might shade neighboring plots.
  - f. I will harvest only my own crops unless given permission by another gardener.
5. **I will get approval from the APRC Community Garden Coordinator**, before building, re-building, adding onto, or altering structures in my plot. This includes adding lumber or large stones to my plot. Failure to do so may result in removal of structures or materials at my expense or loss of my garden plot.
6. **I will not trellis plants** on the Community Garden fences or structures.

7. **I will communicate kindly and respectfully** with, and about, fellow gardeners. If there is an issue with this, I will ask the garden coordinator for mediation.
8. **I (or an authorized substitute) will actively maintain my plot at least weekly** (expect to garden 3-5 hours per week) during peak growing season (June 1 – September 30). I will notify the Garden Host or coordinator in the event of my absence (vacation, etc. no more than 30 days) and provide contact information for any substitute gardener(s) and/or people permitted to harvest from my plot.
9. **First year gardeners** will be given an orientation before they begin gardening.
10. **I will clear my plot of weeds and prepare it for planting by April 30**, or my plot may be reassigned without refund.
11. **I will winterize my plot by November 30**, by clearing rotting vegetation, removing temporary support structures, garden hoses, timers, and furniture.
12. **I will contribute a minimum of 4 “community work” hours** toward maintenance of the garden’s common areas\*, including fence lines and adjacent park areas. I may work independently or during organized work parties. I will complete and log my hours in the Community Work Log binder kept in the tool shed by the Nov. 30<sup>th</sup> deadline, to be eligible to renew my contract. (\*weeding my own plot and the path around it, **does not fulfill** volunteer hours)
13. **I will not plant:**
  - i. Woody or hard to remove perennials, shrubs, or trees, including but **not limited to** rosemary, lavender, artichokes, roses etc. I will remove these types of plants if requested.
  - ii. Any Oregon state-listed invasive or noxious species.
  - iii. Plants that may spread aggressively in the garden, including **but not limited to** mint, lemon balm, morning glory, milkweed, etc. I will remove these types of plants if requested.
  - iv. Cane berries such as blackberries and raspberries.
  - v. Marijuana
14. **I will not** smoke, drink alcoholic beverages, or use illegal drugs while at the gardens.
15. **I will not** bring pets into the garden unless they are service dogs.
16. **I understand** that I am responsible for any guests I invite into the garden, and they must follow the rules and conditions stated here. I will not give out the lock code without prior authorization. Children will be supervised by the registered gardener while in the garden.

**Contact the Garden Coordinator with any questions regarding the Ashland Community Garden program.**

\*Please note: Garden Liaisons and Garden Hosts are garden members who volunteer to support the garden community. They are not authorized to make decisions about garden infrastructure, rules, plot assignments or management of the APRD Community Garden program. Questions about this contract and your plot rental should be directed to the Garden Coordinator.

**Garden Coordinator:**

Jennifer Aguayo

541-488-6606

[jennifer.aguayo@ashland.or.us](mailto:jennifer.aguayo@ashland.or.us)

# **VOLUNTEER ADULT CONSENT FORM**

Participation and Release Form



Community Gardener members agree to volunteer at least four hours per year in “community service” to the garden they are registered in. Consent to volunteer is necessary for participation in the Ashland Community Garden Program.

I, \_\_\_\_\_, execute this release on my own behalf, and I am a competent adult. In consideration of being allowed to participate in volunteer activities at Ashland Parks and Recreation. I hereby release the City of Ashland/Ashland Parks & Recreation Department from any and all claims for damages, injuries or sickness, which may result either directly or indirectly from those activities. I am aware that potentially dangerous conditions exist where the volunteer activities are to occur, including but not limited to slippery pavement, fallen trees, limbs, rocks, debris and other materials. I have satisfied myself that the risk of harm from participating in these activities is acceptable. I have also satisfied myself that I am physically able to undertake and complete this activity. I understand and acknowledge that the City of Ashland/Ashland Parks & Recreation Department is not responsible for any injuries, damages or sickness that may result from my participation in these activities, and I understand that I would not be allowed to participate in the activities if I did not execute this consent and release.

Further, I release the City of Ashland and Ashland Parks & Recreation Department and their officers, employees and agents from any and all claims for injuries sustained to personal property resulting from participation in the volunteer activities described above and agree to defend, with an attorney acceptable to the City of Ashland, indemnify and save the City of Ashland and Ashland Parks & Recreation Department and their officers, employees and agents from any and all claims, costs and damages, including attorney fees and costs incurred in the evaluation, defense or appeal of any claim resulting from injury to any person or damage to property of whatsoever nature arising out of negligence or carelessness on the part of the persons or entities released, except for injury to person or damage to property arising out of the intentional misconduct or the recklessness of the City of Ashland or Ashland Parks & Recreation Department.

**I have carefully read this Participation and Release Form and fully understand its content. I am aware that this is a release of liability for negligence and a contract between me and City of Ashland, and I sign it voluntarily and of my own free will.**

Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

VOLUNTEER NAME: _____	
EMAIL: _____	PHONE: _____
STREET ADDRESS: _____	CITY: _____ STATE: _____
ZIP CODE: _____	
EMERGENCY NAME: _____	EMERGENCY PHONE: _____
RELATIONSHIP: _____	