



*Every gardener knows under the cloak of winter lies a miracle... a seed waiting to sprout, a bulb opening to light, a bud straining to unfurl. And the anticipation nurtures our dreams. —Barbara Winkler*

## **Allison Brook Community Garden Rules and Regulations**

**NOW, THEREFORE, it is agreed by the parties as follows:**

**I. PURPOSE:** The Allison Brook Community Garden, a Property owned by the City of Jeffersonville, is managed by a Committee that includes the City Parks Director as a public use facility to make assigned garden plots available to registered gardeners annually for the sole purpose that each may cultivate and plant a garden or maintain a green space. Gardeners shall accept land in whatever condition it is in when possession is delivered and shall be solely responsible for maintenance of the land and prevention of nuisances on the land during the time of possession.

**II. ANNUAL FEE:** \$40 for small garden beds (4' x 12') and \$65 for large garden beds (8' x 12'). Fee is to be paid to the Community Garden Manager; all money collected will be used strictly for the garden to pay for expenses such as water, tools, fertilizer, etc. Fee must be paid before a gardener will be allowed to start cultivation. This is a cash only payment.

**III. TERMINATION:** If a Gardener violates the terms of this Agreement or abandons the site, the Managing Committee may terminate the agreement immediately. The Gardener may terminate this Agreement by notifying the Garden Manager or the Managing Committee at the Mayor's office, 500 Quartermaster Court, Jeffersonville 47130. At termination, the gardener will remove all garden residues from the assigned plot and turn in their key(s) and key fob(s). No refunds will be issued.

**IV. DUTIES OF THE PARTIES:** Gardeners shall:

- **Watch for suspicious activity and alert the Community Garden Manager at 502-612-2281 or via email at [allisonbrookgarden@gmail.com](mailto:allisonbrookgarden@gmail.com). If a Gardener is in an immediate emergency, she/he should call 911.**
- Have sole responsibility for the care of their plots during the term of this Agreement.
- Be considerate of fellow gardeners.
- Be responsible for their guests, including children or pets.
- Follow garden hours of operation which is dawn to dusk.
- Prepare sites, cultivate and begin planning or begin maintaining within 30 days of the execution of this Agreement.
- Ensure unobstructed access to shared walkways (do not block walkways with pots, tubs, or any other structure).
- Not place any type of fence within or around assigned plots.
- Not allow plantings over 3 feet tall or allow any plant to grow taller than 3 feet except in designated beds.
- Not consume or use alcoholic beverages, marijuana, or other controlled substances, at any time on the garden property.
- Not sublet their plot or any part of the property.
- Level beds and plot at the edges so that the soil does not wash off onto walkways or paved areas.
- Not harvest other gardeners' produce or flowers without permission.
- Not mix other trash with garden waste.
- Place garden waste in the compost area or remove upon leaving the garden area.
- Remove garden waste for home collection if compost area is at capacity.
- Clean all tools before returning to the garden shed.
- Control weeds and prevent nuisances on the property during the term of this Agreement.

- Not let weeds or plants creep into neighboring beds or across pathway.
- Not use insecticides or weed repellents.
- Conserve the use of water.
- Not leave watering unattended.
- Make sure all faucets are off when leaving garden.
- Harvest when plants are mature and share with others without gardens, if yields exceed expectations.
- Close shed door and secure gates when entering or leaving the garden.
- Have a plan in place for when a gardener will be gone for an extended period of time, such as vacation, hospital, etc.
- Upon completion of the gardening season, and no later than October 31st, unless special permission is granted, gardeners shall remove any garden stakes, netting, trellises, etc., installed on the property and clear it of gardening residues.

The City of Jeffersonville shall:

- Operate this public use facility by receiving annual applications for garden assignments.
- Keep records of yearly assignments.
- Notify gardeners in the event of terminations of Agreements.
- Perform regular inspections on garden plots.
- Upon regular inspections, find that the plot has not been planted, is weedy or does not meet the guidelines, will notify gardener; the failure of the Gardener to respond within 7 days will result in forfeiture of the plot.
- Upon occasion of a third "weed warning" notice, terminate Agreement and re-assign the garden plot.
- Maintain the walking paths, picnic area, compost area and all common areas of the garden.
- Oversee the usage and maintenance of the gate access equipment and security monitoring system.
- Maintain a waiting list for gardeners, once the usage has reached capacity.
- Provide the initial soil for the gardener at the beginning of his/her contract.
- Not interfere with the gardener's rightful use of the property or grant leases for subsequent seasons to gardeners who do not comply with all requirements.

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

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

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Garden bed # \_\_\_\_\_



## WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

In consideration of being granted permission to work as a gardener at the above referenced Community Garden (the "Community Garden"). I, the undersigned, hereby agree for myself and for my personal representative, heirs and next of kin:

1. To release, waive and discharge the City of Jeffersonville and its commission, department, boards, officers, agent, employee, representative, contractors or subcontractors, or their employees (herein refer to collectively as "Operators"), from any and all claims or demands of any kind and from all liability, penalties, costs losses, damages, expense, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in the community Garden, whether caused by the Operators' active or passive negligence or otherwise, I understand that this release extends to claims that I do not know or do not expect to exist at the time of signing of this release.
2. To protect hold free and harmless, defend and indemnify the Operators from any and all claims or demand of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in the Community Garden, whether cause by the Operators' active or passive negligence or otherwise. This indemnity shall include, without limitation, reasonable attorneys', experts', and consultants' fees, investigation costs, and all other reasonable costs incurred by the Operators.
3. To assume full responsibility for and risk of bodily injury or property damage incurred by myself arising either directly or indirectly from participation in the Community Garden, from any cause whatsoever, whether caused by Operators' active or passive negligence or otherwise.
4. That neither Operators nor any of its commissions, departments, boards, officers, agent or employees shall be liable for any damage to any property by me, or my agents, employees, contractors or subcontractor, or their employees, or for any bodily injury or death to such persons resulting or arising from the condition of the Community Garden or its use by me.
5. Expressly acknowledge that the permission granted hereunder is freely revocable by Operators and in view of such fact, I expressly assume the risk of making any expenditure in connection with this permission, even if such expenditures are substantial. Without limiting any indemnification obligations of myself or other waives contained in this permission and as a material part of the consideration for this permission, I fully RELEASE, WAIVE, and DISCHARGE forever any and all claims, demands, rights, and causes of action against, and covenants not to sue under each of them, under any present or future laws, statues, ordinances, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that Operators exercises its right to revoke or terminate this permission.

6. In the event the granted permission to work as a gardener hereunder is terminated by Operators, I acknowledge that I will not be a displace person at the time this permission is terminated or revoked or expires by its own terms, and I fully

RELEASE, WAIVE, and DISCHARGE forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, Operators, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statues, ordinances, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from Operators under federal and state relocation assistance laws.

7. Expressly acknowledge and agree that the permission granted hereunder does not take into account any potential liability of Operators for any consequential or incidental damages including, but not limited tom any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind arising out of disruption to my uses hereunder. Operators would not be willing to give this permission in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of Operators or its officers, agents, employees, contractors or subcontractors (collectively, "Agents"), and I expressly assume the risk with respect thereto. Accordingly, without limiting any indemnification obligations of myself or other waivers contained herein as a material part of the consideration for this permission, I fully RELEASE,WAIVE AND DISCHARGE forever any and all claims, demands, rights, and causes of action against, for consequential and incidental damages (including without limitation, losses arising out of disruption to my uses) and covenants not to sue for such damages, Operators, its departments commissions, officers, directors and employees, and all persons acting by through or under each of them, arising out of my work as a gardener, the permission granted by Operators, or the uses authorized hereunder, including, without limitation, any interference with uses conducted by me pursuant to this permission, regardless of the cause, and whether or not due to the negligence of Operators or its Agent, except for the gross negligence or willful misconduct of Operators or its Agents.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_