



GARDENER AUTHORIZATION and RESPONSIBILITIES

The following guidelines outline the management of the Community Garden and its site property. These guidelines have been established by Denver Urban Gardens (DUG) and provided to the property owner as a basis for a use agreement between the two parties. In turn, DUG provides gardeners with the authority and permission to use the garden site. We, as a community, have a responsibility to keep our garden managed effectively. The garden is a privilege and everything works more smoothly when people are involved in its overall upkeep. Please also remember to treat your fellow gardeners as you would like to be treated.

DUG gardens have a volunteer Garden Leader and are encouraged to form a Garden Steering Committee to collect the plot fees, assign plots, organize maintenance, and coordinate garden related activities. With your signature below, you acknowledge as a participating gardener responsibility for the following:

1. Serving on a garden committee and providing a minimum of ___ hours per month to the work of that committee. (Failure to contribute your hours will result in the loss of gardening privileges and forfeiture of your deposit.)
2. Submitting dues for the _____ gardening season totaling \$_____ for each plot. In addition, gardeners will be required to pay a \$_____ deposit to be refunded at the end of the season once all garden requirements have been met.
3. If for any reason you find that you cannot care for your garden, you are required to notify the Steering Committee and make arrangements with other gardeners to water and maintain your plot during your absence. If a garden appears neglected/abandoned (unwatered and/or overrun with weeds) you will be given ten (10) days notice to maintain your plot. After this time your plot will be re-assigned and the deposit will be forfeited.
4. DUG requires water restrictions and conservation measures be followed. A gardener MUST remain on the premises while his/her garden is being watered. The garden cannot allow excess water to drain onto the street or adjacent property.
5. It is DUG policy to prohibit use of non-organic pesticides, herbicides and fertilizers.
6. The maintenance of Common areas and furnishings, fencing, trees, trash receptacles, compost bins, street and alley right-of-way, and water lines are the shared responsibility of all gardeners.
7. Gardeners must have their plot planted by _____ or the plot will be forfeited and reassigned.
8. Each gardener is responsible for clearing and tilling his/her plot before the close of the season. All dead plants, weeds, trash, tools, sticks and cages are to be removed or stored by November 1st. All gardeners must tend their plot in compliance with DUG's Maintenance Guidelines (attached).
9. Gardeners may participate in the Seeds and Transplant Program. If so, they must comply with the application procedures set annually by DUG.
10. Garden Steering Committees shall not discriminate on the basis of race, creed, color, national or ethnic origin, religion, marital status, age, sex, sexual orientation, or disability, in its garden membership and the administration of its programs.

WAIVER AND RELEASE

1. I desire to participate voluntarily in the gardening and other activities sponsored and coordinated by DUG on the _____ garden site.
2. I understand, accept, and assume the risks associated with participation in any and all activities. I also assume the responsibility of conducting myself in a civil manner which is mutually beneficial to all participants. Unacceptable conduct generally includes, but not limited to, vegetable theft, tool theft, profanity, and any offensive behavior.
3. I assume full responsibility for any injuries which may occur to me, as well as the safety of my family and guests, and do hereby fully and forever discharge and release the garden site landowner and DUG, its employees, board members, officers, agents, authorized volunteers, representatives, consultants, insurers and sureties, and their successors and assigns (collectively, the "Released Parties"), from any "Claims." "Claims," as used in this document, mean any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of my presence or the presence of my family members and guests on the garden, activities at the garden, the use or intended use of the garden, and/or participation in activities connected with DUG including, without limitation, any of the foregoing resulting from or arising out of the negligence of a Released Party. Further, I hereby waive any and all Claims against a Released Party.
4. I expressly acknowledge that participation in the garden is for my purposes and convenience and not for the purpose and convenience of any one or more of the Released Parties.
5. In the event that a dispute arises between gardeners, or between a gardener(s) and the designated garden steering committee, and a resolution of the dispute cannot be reached by these parties, I agree to have DUG act as the arbitrator of the dispute, and I further agree to adhere to DUG's decision as final.