

## **2015 COMMUNITY GARDEN PLOT APPLICATION & WAIVER *continued***

### **GARDENER AUTHORIZATION & 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 are 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 community garden managed effectively. The community 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 community 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. Participating in volunteer tasks such as weeding common areas, caring for community plantings and areas, caring for gardening tools, etc. by providing a minimum of \_\_\_\_\_ hours per month to the community garden. (Failure to contribute your hours will result in the loss of gardening privileges).
2. Submitting dues for the 2015 gardening season totaling \$\_\_\_\_\_ for each plot. These plot fees cover a range of services including water, compost, and general garden maintenance.
3. If for any reason you find you cannot care for your garden, you are required to notify the Garden Leader or 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.
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. DUG Community Gardens are organic gardens. It is DUG policy to prohibit the 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 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 1 each year. All gardeners must tend their plots in compliance with DUG's Maintenance Guidelines, located in each garden leader's manual.
9. Each gardener is responsible for conducting himself or herself in a civil manner that is mutually beneficial to all participants and to the garden as a whole. Unacceptable conduct generally includes, but is not limited to, vegetable theft, tool theft, profanity, offensive behavior, harmful verbal or written communications between or about fellow gardeners, or other incivilities associated with personal interactions as they relate to the community garden. DUG reserves the right to revoke your plot, at any time, due to any unacceptable conduct, as determined by DUG in its discretion.
10. Gardeners may participate in the Free Seeds and Transplant Program. If wanting to do so, they must comply with the application procedures set annually by DUG.
11. Garden Steering Committees shall not discriminate on the basis of race, creed, color, national or ethnic origin, religion, marital status, age, sex, sexual orientation, gender expression, gender identity, disability, or military status in its garden membership and the administration of its programs.

### **WAIVER & RELEASE**

1. I desire to participate voluntarily in gardening and other activities sponsored and coordinated by DUG on the \_\_\_\_\_ community garden site. I understand that DUG is granting me a revocable license to participate in this community garden, and such license may be revoked by DUG at any time if I violate the Gardener's Responsibilities set forth above.
2. I am connected to \_\_\_\_\_ organization and desire to voluntarily participate in programming at \_\_\_\_\_ community garden. I understand that DUG is not liable for any damage to my property.
3. I understand, accept, and assume the risks associated with participation in any and all activities at the garden site or involving DUG, including, without limitation, any harm resulting from tools or structures located or used at the garden site, and the actions of other gardeners (including any negligent or wrongful actions).
4. I assume full responsibility for any injuries which may occur to me, as well as the safety of my family and guests, any damage or personal property, and do hereby fully and forever discharge and release the community 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 at 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.
5. I expressly acknowledge that participation in the community garden is for my purposes and convenience and not for the purpose and convenience of any one or more of the Released Parties.
6. I will permit the use of my name and picture in broadcasts, telecasts, newspaper, brochures, etc.
7. 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.
8. **For gardeners at Denver Public Schools' and Jeffco Public Schools' school-based community gardens:** Due to school policy regarding background checks for volunteers, I understand that if I wish to volunteer and support students directly, at least once per month or more, and in situations with the likely possibility where a school staff member or fingerprinted volunteer are not in a supervisory role, it is my responsibility to contact Denver Urban Gardens to complete the required fingerprint background check.