

Aksarben Elmwood Park Community Garden Use Agreement

The Community Garden Board Agrees To:

1. Prepare the garden plot for planting.
2. Stake out each plot and identify all plots by number.
3. Make water accessible to gardeners.

I, The Community Gardener, Agree To:

1. Keep garden pests (weeds, insects and diseases) under control using only approved pesticides.
2. Herbicides are prohibited.
3. Be a good gardening neighbor.
4. Limit activity for me and my family to my personal plot.
5. Harvest produce from my garden plot only.
6. Remove paper and trash from the area.
7. Supply my own seeds, fertilizer and tools for proper preparation and cultivation of crops.
8. Clean up my garden plot by October 9, 2016.
9. Agree to comply with all federal, state, and local laws and regulations.
10. The community gardener shall keep his/her garden plot cultivated and shall abide by the following restrictions:
 - a. No structure shall be built on the premises (garden plots) and no tall growing trees shall be planted thereon.
 - b. No temporary fixtures, portable equipment, or materials shall be placed on the premises which may tend to create a nuisance.
 - c. No automobiles, trucks, or trailers shall be parked on the premises.
 - d. No use of the premises shall be made which tends to induce third persons to drive or trespass upon land adjacent to garden plots, or which give rise to valid objections to such use from residents in the area.
11. The community gardener shall place organic waste in the compost pile provided by the garden.
12. Individual gardens may be fenced with chicken wire no more than three feet in height to protect crops from rabbits.

The community gardener agrees to assume all liability and to indemnify and compensate the Aksarben Elmwood Park Community Garden for any injury or damage to person or property including Lifegate Church's property or employees occasioned by or arising in connection with the use of the premises by the community gardener. The community gardener further agrees to defend, indemnify and hold harmless the Aksarben Elmwood Park Community Garden and Lifegate Church against all actions, claims, damages or demands which may be brought or made either against the Community Garden or Lifegate Church's interest in the premises by reason of anything done by the community gardener, in the exercise or purported exercise of the rights and privileges herein granted.

The Aksarben Elmwood Park Community Garden may terminate a community gardener's use of the property under this Agreement immediately upon violation of any of the terms of this Agreement or the rules adopted in connection with the use of the Garden Plots.

THE AKSARBEN ELMWOOD PARK AND LIFEGATE CHURCH HOLD NO LIABILITY FOR ACCIDENTS OR INJURY TO PARTICIPANTS OR OTHERS EITHER ON OR ADJACENT TO THE GARDEN AREA. THE AKSARBEN ELMWOOD PARK COMMUNITY GARDEN BOARD OR LIFEGATE CHURCH DO NOT ASSUME RESPONSIBILITY FOR ACTS OF VANDALISM OR LOSS OF CROPS DUE TO THEFT.

I agree to abide by these conditions set forth for the Community Gardener.
APPLICANTS SIGNATURE

DATE
