

# Aksarben Elmwood Park Neighborhood (AEPNA)

## Garden Use Agreement/2023

The Community Garden Board Agrees To:

- Stake out each plot, identify plots by number and assign to participants, based on availability.
- Make water accessible to gardeners.

The Neighborhood Gardener, Agrees To:

- Keep garden pests (weeds, insects and diseases) under control using only approved pesticides.
- Herbicides are prohibited.
- Limit activity for me and my family to my personal plot.
- Harvest from my garden plot only.
- Remove paper and trash from the area.
- Supply my own seeds, fertilizer and tools for proper preparation and cultivation of crops.
- **Clean and clear my garden plot by October 14, 2023.** Failure to do so may result in not being eligible for plot rental in the future.
- Agree to comply with all federal, state, and local laws and regulations.
- The 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.
- The gardener shall remove trash, organic material/compost and dispose off-site.
- Individual gardens may be fenced with chicken wire no more than three feet in height to protect crops from rabbits.
- Crops that grow out of the designated plot and into the green space will be trimmed to accommodate mowing.

The 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 gardener further agrees to defend, indemnify and hold harmless the Aksarben Elmwood Park Neighborhood Garden and Lifegate Church against all actions, claims, damages or demands which may be brought or made either against the Neighborhood Garden or Lifegate Church's interest in the premises by reason of anything done by the neighborhood gardener, in the exercise or purported exercise of the rights and privileges herein granted.

The Aksarben Elmwood Park Neighborhood Garden may terminate a neighborhood 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 NEIGHBORHOOD 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 Neighborhood Gardener.

APPLICANTS SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_