

## **2011 CHESTER COMMUNITY GARDEN MEMBERSHIP AGREEMENT**

By executing this Membership Agreement and being accepted as a Member to the Chester Community Garden, the Gardener agrees to abide by all of the rules, policies and practices set forth herein and those posted throughout the Community Garden grounds. The Gardener understands and agrees that these rules, policies and practices may be subject to change at any time at the sole discretion of the Chester Community Garden Committee. The Gardener further understands that failure to abide by these rules, policies and practices is grounds for expulsion from the Community Garden for a length of time to be determined by the Committee.

### **A. ANNUAL FEES**

Gardeners are responsible for the annual rental of a Community Garden standard individual plot at an annual cost of \$30.00 per plot per year or \$75.00 for a three year term for Residents of the Chesters. Residents are defined as individuals residing in either the Borough or the Township. Non Resident costs will be \$40 per plot per year or \$100.00 for a three year term. Payment of annual rental fee can be made by personal check payable to Chester Township and forwarded to 1 Parker Road, Chester, New Jersey 07930 Attention: Sarah Jane Noll. Please note that Membership and Registration fees are non-refundable and must be paid at the time of application.

### **B. RULES OF OPERATION**

**Hours:** During the 2011 season, the Community Garden will be open from dawn until dusk each day. Remember to keep gates closed and lock up when you are the last to leave at any time during the day.

**Season opening:** Cultivation and planting must be started by June 1, 2011 and plots must be tended through the time of fall clean up which will be completed no later than November 15, 2011. Gardeners should plan on spending at least four hours per week on plot maintenance in order to cultivate a productive and attractive garden plot. Please refer to section VIOLATION OF MEMBERSHIP RULES.

**Parking:** please Park in designated areas only. Failure to do so will result in expulsion from the Community Garden.

**Use of Community Garden's Equipment:** Equipment furnished by the Chester Community Garden is the sole property of the Community Garden and must remain within the locked fence of the Garden and may not leave the Garden or be left outside of the Garden. The Community Garden will not be responsible for personal items left at the plot or the Community Garden.

**Harvesting:** Crops must be harvested once they are mature.

**Weeding:** Maintenance of garden plots includes **WEEDING**. All weeds, rocks and other similar waste are to be disposed of on your own. **DO NOT** place these items in any trash containers located in the surrounding areas. All waste, weeds, etc. should be disposed of "off site."

**Structures:** Structures may only be erected if they are pre-approved by the Garden Committee. You must fill out the permission form and submit this form to the Garden Committee two weeks prior to installation to allow the appropriate time for a decision to be made on your proposed structure. There is a 4' height restriction for trellises and framework; please be sure that you are not shading your neighboring plots.

**Community Garden's Watering System:** The water from the Community Garden's watering system is non-potable and is only to be used on the crops. Hoses are not allowed. Water must be securely turned off after every use.

**Important dates for the 2011 Season:** Registration begins April 18, 2011. A mandatory Orientation will be held on May 15, 2011 at the Chester Library. Plots will be assigned on a first come, first served basis. Please notify Sarah Jane Noll upon registration if you have physical limitations that will affect where your assigned plot is located. By November 15, 2011 all gardens must be cleaned up with debris and structures removed for winter.

**Plot Registration and Term:** Plot registration begins on April 18, 2011 Gardeners will be issued plots in the order in which the registrations are received. Please keep in mind that if you have only signed up for a one year membership you will need to re register for the following year if you wish to return to the Community Garden. It will not be assumed that you are returning and that you will receive the same plot as the year before.

## C. RULES OF CONDUCT

**Behavior:** At all times while on the Community Garden grounds, the Gardener agrees to be respectful of other gardeners. The Gardener will keep his or her plot and surrounding areas well tended, dispose of plant material, rocks and extraneous materials on their own. Gardeners will remove anything brought from home. While on Community Garden grounds, the Gardener will not engage in any prohibited behavior including the cultivation of illegal plants, smoking, drinking, gambling, or using illegal drugs. The Gardener also agrees and understands that he or she will not bring weapons of any kind, pets or other animals into the Garden as these are prohibited. It is asked that courtesy be shown when using cellular phones and that all phone calls be taken outside of the fenced in area and/or away from anyone in hearing distance.

**Removal of items, produce and plantings from the plots of other Gardeners:** Under no circumstances may the Gardener borrow or remove anything from the plots of other gardeners. In the event vandalism or theft is discovered, please notify the Garden Committee immediately. State Statute 2C:20-3.a "Theft by unlawful taking" is considered a disorderly persons' offense. If you witness an unauthorized person "stealing" from a garden plot please call the Police at 908-879-5514. In addition, please do NOT water another Gardener's plot unless he or she asks that you do so. Anyone caught in the act of vandalism or theft will be removed from the garden immediately and permanently banned from the Community Garden.

**Use of Fertilizers and Pesticides:** For the health and safety of all participants, only organic methods and products are to be used in the Community Garden. Non-organic pesticides, fungicides, herbicides and fertilizers are prohibited. Lumber used in raised bed construction may not be chemically treated.

**Prohibited items:** Decorative garden items are not permitted in plots. Other impermissible items include bug lures, unattended watering mechanisms and the planting of invasive species and cover crops. If you feel strongly about a decorative item you may ask permission from the Garden Committee and they will decide if your decoration of choice is aesthetically pleasing to our Community Garden.

**Gardener Absences:** Kindly notify the Garden Committee by filling out the absentee form if you are unable to maintain your plot for any period of time or if you wish to turn your plot back over to the Chester Community Garden (please note that Membership and Registration fees are non-refundable). Please also notify the Garden Committee if you wish anyone to enter your plot during your absence.

**Visitors, Guests, Children:** The Gardener agrees to accompany and supervise any guest, visitor and/or children brought into the Community Garden at all times and also agrees to be responsible for the conduct

of any of these parties. The Community Garden will not be held responsible for any injuries sustained by any visitor, guest or child.

**Fall Cleanup:** During Fall cleanup, any stakes, trellising, netting, fencing, plastic materials, tomato cages, watering cans, etc., must be removed from all gardening plots by the Plot Owner. All plants and weeds must also be completely removed. Please note that a thoroughly cleaned garden plot is a condition to being invited to renew your membership for future seasons. This requirement does not include perennial plants or winter crops.

**D. GENERAL MAINTENANCE OF THE COMMUNITY GARDEN GROUNDS / MEMBER CHORES**

Membership and the continued right to use of the Community Garden grounds is contingent upon the Gardener's continued maintenance of his or her individual plot as well as assistance with the overall operation of the Community Garden. Accordingly, in addition to maintaining any individual plot(s), the Gardener agrees to volunteer up to one hour per month (for a total of four hours during the 2011 Season) to complete certain chores and activities for the benefit of the entire Community Garden. The Gardener should indicate his or her preference of chores on the Registration form and may also sign up for such chores at the May 15, 2011 Orientation at the Chester Library.

In addition, if wood chip paths are used, it is the responsibility of each Gardener to install and maintain the wood chip paths on two designated sides of each plot. The Committee will establish the sides of each plot and inform each gardener of their designated sides. The Gardener will then be responsible for these paths. Wood chips paths must be maintained and weeded. All woodchips will be supplied by the Township.

The Gardener agrees to use his or her best efforts to complete all chores in a timely manner.

**E. VIOLATION OF MEMBERSHIP RULES**

In the event the Gardener violates any of the Community Garden's rules, policies, or practices, the Gardener will be issued a written notification by the Garden Committee and will be provided with reasonable opportunity to redress/correct the violation. In the event that no redress/correction is made and no response to the notification is received within two (2) calendar weeks of the date of the written notification, a second notice will be issued. If no redress/correction is made and no response is received within two (2) calendar weeks following the second notice, a final notice will be issued informing the Gardener of the Suspension, or total forfeiture of gardening privileges and access to the garden plot(s). Please note that, at the discretion of the Garden Committee, a Gardener's violation of any rules may result in the Gardener being prohibited from future participation in the Community Garden.

All rules, terms and conditions of participation with the Chester Community Garden are established by the Chester Community Garden Committee. By executing this Agreement, the Gardener acknowledges and agrees that in the event that Gardener violates any of the rules, terms and conditions set forth herein, at the sole discretion of the Committee, the Gardener's participation may be immediately suspended and may result in permanent loss of the use of the Gardener's plot. There will be no refund for suspension as the membership and registration fees are non-refundable.

**F. HOLD HARMLESS**

I hereby acknowledge that I have been requested to sign an agreement which states that I will be responsible to make the Township of Chester, its directors, officers, agents and employees whole from any claim, lawsuit, settlement, or judgment, including all attorneys fees, together with all costs, fees and interest, that arises in or out of the use of municipal property by myself, my guests, invitees, licensees, visitors, or other person(s) present on the premises of the municipality in order to participate in, organize,

assist, enjoy, supervise, or in any other way, further the Community Garden and any activities held in conjunction with the Community Garden.

Further, in no event will the total liability to the Gardener by the Township of Chester, its directors, officers, agents and employees for damages exceed the amount of annual Membership and Registration fees. A separate HOLD HARMLESS, INDEMNIFICATION AND LIABILITY form will be signed in conjunction with this Membership Agreement. Refusal to sign the document will result in the denial of membership.

The Gardener also understands that use of the Community Garden is without any warranties as to fitness for any particular purpose and neither Township of Chester, its directors, officers, agents and employees is responsible for any acts of God that may prevent use of and access to the Community Garden at any time.

This Membership Agreement is governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

**G. GARDENER'S COMMITMENT**

I have read and understand and agree to abide by these rules, policies and practices stated herein for the participation with the Chester Community Garden.

Please sign below (keep a copy of this Agreement and initialed Registration form for your records).

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

Gardener Name(s): \_\_\_\_\_

Gardener: \_\_\_\_\_