



GARDEN APPLICATION

Release of All Claims

I, _____, am a participant in the Jamestown Community Gardens. As a condition of being allowed to participate in the Community Gardens, I agree to the following:

1. I am fully aware of the risks [of injury] and other hazards that may arise through my participation in the community gardens, and fully and voluntarily assume any expenses and liabilities I [may] incur in the event of an accident, illness or other incapacity. If I have had any questions about the community gardens, its nature risks or hazards, I have contacted the Gardens' President and discussed those questions with him or her at my satisfaction.
2. In Consideration of being granted the opportunity to participate in the Community Gardens, I, for myself, my executors administrators, agents and assigns, do hereby release, hold harmless, indemnify, and forever discharge the Gardens board, President, volunteers, other gardeners, and the cooperating landowner from all claims of damages, demands, and any [cause of] actions whatsoever, including those based on negligence, in any manner occurring during or arising out of my participation in this activity. I understand that this release means that, among other things, I am giving up my right to sue for any such losses, damages, injury or costs that I may incur.

I represent and certify that my true age is either 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has read and signed this form and has personally assumed all my obligations under this release. By so signing, I [or my parent or legal guardian] have read this entire release, fully understand it, and agree to be legally bound by it.

Participant's Signature _____

Printed Name _____

Date _____

Parent/Guardian's Signature _____

Printed Name _____

Date _____



GARDEN APPLICATION

Garden Lease

THIS LEASE is between **Jamestown Community Gardens** ("Garden"), **Lessor** and _____ whose address is _____, **Lessee**.

Lessor agrees to lease to lessee Plot Number(s) _____ of the Garden located on Temple Baptist Church owned property at Jamestown , ND solely for the purpose of establishing and maintaining a garden. The lease payment shall be \$30.00 for the first plot, \$15.00 for additional plots, and \$5.00 for child plots, payable upon execution of this lease. Lessee shall also deposit \$30.00 as a security for first regular plot and/or \$5.00 for child plot , to be held until the end of the gardening season. If Lessee leaves the garden in the same condition at the end of the lease as it was when leased, Lessee shall receive a refund of \$30.00 or/and \$5.00 deposit.

The term of this lease shall be from May 15, _____ through November 15, _____ .

The following rules and regulations shall be applicable to Lessee's use of the premises:

- I will have something planted in the garden by June 1 and keep it planted all summer.
- If I must abandon my plot for any reason, I will notify the garden President.
- I will keep weeds down and maintain the area immediately surrounding my plot, if any.
- If my plot becomes unkempt, I understand I will be given one week's notice to clean it up. At that time, it will be reassigned or tilled in.
- I will participate in the fall cleanup of the garden.
- I will plant tall crops where they will not shade neighboring plots.
- I will pick only my own crops unless given permission by another plot lessee.
- I will not use fertilizer, insecticides , or weed repellents that will in any way affect other plots.
- I agree to consider volunteer hours towards community garden efforts. (See list of volunteer tasks which the garden needs.)
- I will not bring pets to the garden.
- Actions or neglect by my children or any guests I invite will be my sole responsibility.
- I understand that neither the garden board nor owners of the land are responsible for my actions or the others I bring on the premises.
- I will not leave the garden unattended if the water is turned on.
- I will inform the garden President if there are any issues with the premise.

The Release of All Claims I have executed contemporaneously with this lease is incorporated in this lease though fully set out.

Lessee Signature: _____ Date: _____



GARDEN APPLICATION

Plot Registration

Name _____ Date _____

Address _____ City _____ Zip Code _____

Phone (Home) _____ Work or Cell Phone _____

Email Address _____

Did you have a garden plot with this community gardens last year? Yes No

If yes, do you want the same garden plot this year? Yes No

If no, what part of the garden would you like to be in? _____

Payment for the plot(s) is required before the plot can be assigned. The deposit fee will be returned in the fall after you have removed all your plants and cleaned your plot by the deadline.

Please mark at least three areas you would be interested in volunteering with during the season. Each lessee is expected to help during the season with general chores.

- | | | |
|---|--|--|
| <input type="checkbox"/> Site maintenance | <input type="checkbox"/> Path maintenance | <input type="checkbox"/> Fall cleanup |
| <input type="checkbox"/> Phone Calls | <input type="checkbox"/> Construction projects | <input type="checkbox"/> Composting |
| <input type="checkbox"/> Mailings | <input type="checkbox"/> Watering | <input type="checkbox"/> Carpooling |
| <input type="checkbox"/> Assigning plots | <input type="checkbox"/> Annual planting | <input type="checkbox"/> Social Events |

I have read the Jamestown Community Garden Plot Registration and Rules and understand that failure to meet the guidelines will result in loss of clean-up deposit fees and gardening privileges.

Signature _____ Date _____

Printed Name _____