

JACKSON COMMUNITY GARDEN APPLICATION

Participant's Name	
Address	
Phone	
Email	
Desired Garden Size: (please check one)	4' x 16' <input type="checkbox"/> 4' x 4' <input type="checkbox"/>
Garden Fee of \$50.00 enclosed	<input type="checkbox"/>
Name of Participant's family relatives, friends, and other guests assisting Participant:	

Jackson Community Garden Membership Agreement

The Jackson community garden program is available to participants willing to volunteer their time and effort to maintain a garden plot for the 2022 growing season for their own personal use. In consideration of being permitted to participate in and utilize the community garden facilities and services, the undersigned participant and his or her family relatives, friends and other guests hereby agree to adhere to the Jackson Community Garden Rules and to sign the Release of Liability and Indemnity Agreement set forth herein.

The undersigned acknowledges reading and understanding the Jackson Community Garden Rules and the attached Release of Liability and Indemnity Agreement, and signing the Release of Liability and Indemnity Agreement.

Signature_____Date_____

Signature_____Date_____

Signature_____Date_____

Signature_____Date_____

JACKSON COMMUNITY GARDEN RULES

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General Responsibilities

- You must agree to and adhere to the Jackson Community Garden Rules
- You must meet with the Jackson Community Garden Coordinator for an orientation to the Garden rules and procedures (composting, water, tools)
- You must participate in the Spring Garden Clean-Up Day, preparing the garden for the growing season.
- Organic gardening must be practiced. Use only fertilizers, insecticides, and fungicides listed by OMRI (Organic Materials Review Institute – www.omri.org) or WSDA (Washington State Department of Agriculture – www.agr.wa.gov), or organic home-made remedies Use only biodegradable mulches (no black plastic) and only non-toxic row covers (no tar paper)

Your Garden Space

- You may have one garden plot per family. Requests for additional plots will be placed on a waiting list.
- You are expected to tend your assigned garden plot and are responsible for the maintenance of your plot throughout the year.
- You must be the primary gardener and be present for the duration of the growing season; if you go on vacation, you are responsible for finding someone to help tend your garden in your absence
- You shall not plant invasive species as identified in <https://www.agriculture.nh.gov/publications-forms/documents/upland-invasive-species.pdf> such as Knotweed or Buckthorn etc, and you may only bring in soil amendments from known providers or certified so as not to transport seeds or invasive plant material.
- Prepare your plot for winter no later than October 31st. Gardens must be cleaned up by this time.
- The common space responsibilities and rules set forth below apply to your garden space.

Common Space Responsibilities

- You are responsible for the maintenance of the common areas of the garden, including weeding and removing trash
- You must show an understanding of the compost bin and use it appropriately
- No pets or other animals, drugs, alcohol, smoking, ball playing, or rough games
- No unsupervised children
- You must abide by the rules and regulations established for the Jackson Community Garden.
- The following are prohibited activities at the Jackson Community Garden:
 - A. Operation or use of any motorized vehicles, equipment or similar devices, including but not limited to dirt bikes, scooters, mopeds, all-terrain vehicles (ATV) snowmobiles and motorized model aircraft.

- B. Removal of, destruction or damage to, defacing, tampering, or vandalizing any signs, signposts, gates, buildings or other structures or personal property located on the Jackson Community Garden.
- C. Removal of, destruction or damage to, defacing, tampering, harassing, agitating or vandalizing any wildlife, any wildlife nests, burrows, nesting boxes, or other wildlife habitat.
- D. Removal, destruction or damage to, defacing, tampering or vandalizing any plants, trees, flowers, shrubs or other vegetation or natural features.
- E. Hunting of any type whatsoever on the premises or the carrying of or use of firearms, bows and arrows, slingshots, trapping gear or other similar devices.
- F. Littering or discarding of trash or other debris.
- G. To be on the Community Garden premises before or after the daily hours of public access; the daily hours of public access are sunrise to sunset.
- H. Smoking of tobacco products or similar devices.
- I. Throwing balls, frisbees or other recreational airborne missiles.
- J. No sculptures, birdbaths, scarecrows, gazing balls, etc. except that exceptions may be made for temporary installments for children's artwork and special occasions (e.g. a 4th of July display) with prior permission from the Garden Coordinator(s).
- K. The Garden Coordinator may make exceptions to any of the restrictions listed hereinabove in his or her discretion.

Respecting the Plots of Other Community Gardeners

Respect the plots of other community gardeners. Do not harvest food, weed, water or maintain the bed unless given permission by the appropriate community gardener.

Violations of the Community Garden Rules

If any of the Rules are violated, a first warning is mailed or emailed to the gardener. If the problem persists your garden plot will be reassigned to the next person on the waiting list.

Waiting Lists

If, at any time during the year, a gardener desires to change plots they can go on the waiting list by informing the Garden Coordinator.

Release of Liability

Gardeners, their families, friends and other guests who participate in all activities must read and sign the attached Release of Liability and Indemnity Agreement.

COMMUNITY GARDEN RELEASE OF LIABILITY and INDEMNITY AGREEMENT

In consideration of being permitted to participate in and utilize the Jackson Community Garden facilities and services, the undersigned participant and his or her family relatives, friends and other guests all acknowledge and agree that he or she has been notified that his or her participation in this program **is at his or her own risk**, and are aware that bodily and/or property injury or other harm can result in participating in this program.

Acknowledging such risk, in consideration of being permitted to participate in the Jackson Community Garden program, the undersigned participant and his or her family relatives, friends and other guests hereby agree as follows:

1. The Town of Jackson, the Jackson Conservation Commission, and/or its members/coordinator(s) and volunteers, its employees and agents will not be held liable for any bodily and/or property injury or any other harm that may occur under its community garden program.

2. **I/we hereby release, waive, discharge, and covenant not to sue** the Town of Jackson, the Jackson Conservation Commission and/or its members/coordinator(s) and volunteers, its employees and agents (for all liability to the undersigned, his or her personal representatives, assignees, heirs, and next of kin for any loss or damage or any claim or demands on account any bodily and/or property injury and/or any other harm to the under-signed whether caused by the negligence of the Town of Jackson, the Jackson Conservation Commission, and/or its members/coordinator(s) and volunteers, its employees and agents and/or otherwise while participating in this community garden program.

3. **I/we hereby agree to indemnify, save, and hold harmless** the Town of Jackson, the Jackson Conservation Commission and/or its members/coordinator(s) and volunteers, its employees and agents from any loss, liability, damage, or cost they may incur due to my/our participation in this community garden program whether caused by the negligence of the Town of Jackson, the Jackson Conservation Commission and/or its members/ coordinator(s) and volunteers, its employees and agents and/or otherwise.

4. **I/we hereby assume full responsibility for** any bodily and/or property injury or any other harm that may occur as a result of the negligence of the Town of Jackson, the Jackson Conservation Commission and/or its members/coordinator(s) and volunteers, its employees and agents while participating in this community garden program.

5. **I/we have read and voluntarily signed this release** of liability and indemnity agreement, and agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. This release of liability and indemnity agreement shall be interpreted under the laws of the State of New Hampshire and if any portion thereof is determined to be invalid, unenforceable, or otherwise void, then the remaining provisions shall remain in effect.

Participant _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____