

# Logan Township Community Garden Membership Agreement

By executing this annual Membership Agreement and being accepted as a Member to the Logan Township Community Garden (LTCG), 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 Logan Township Council.

## **A. ANNUAL FEES**

Gardeners are responsible for the annual rental of a Community Garden plot, as available. A standard plot sized 11' x 9' at an annual cost of \$20 per year. Payment of annual fees can be made by personal check made payable to: Logan Township. Please note that all fees are non-refundable and must be paid at time of registration. Limit of two plots per household. Gardeners must be Logan Township residents.

## **B. RULES OF OPERATION**

**Hours:** During the season, the Community Garden will be open from dawn to dusk each day.

**Season Opening:** The garden will open to the gardeners on March 1 of each year as long as access to park is permitted by LT DPW. Cultivation and planting must be started by June 1st and plots must be tended throughout the time of fall clean-up which will be completed no later than November 15th except for winter gardening. Gardeners should plan on spending at least four hours per week on plot maintenance in order to cultivate a productive and attractive garden plot.

**Parking:** Please walk to the garden or park in designated parking areas along the street or the adjacent Senior Center Facility.

**Use of Common Equipment:** Equipment furnished by the LTCG is the sole property of the Community Garden and must remain within the site of the garden and may not leave the garden or be left outside the garden. The LTCG will not be responsible for any personal items left at any plots or in the Community Garden.

**Weeding:** Maintenance of garden plots includes WEEDING. All weeds, rocks and other similar waste are to be disposed of on your own. You may place garden debris in black trash bags and place in cans located by parking lot.

**Structures:** The building of elaborate garden structures and/or the use of multiple decorative items is discouraged. Please be sure that your structures do not shade the plots surrounding your own, and in general, be sensitive to your fellow gardeners.

**Community Garden Water:** The water from the Community Garden's watering barrels/spigots is non-potable and is only for use in the garden. Please be sure to turn water off securely after each use.

**Plot Registration and Terms:** Please keep in mind that if you have only signed up for a one year membership you will need to re-register the following year if you wish to continue your membership. It will not be assumed that you are returning and your plot will not automatically be held for you an addition year.

### **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 practice a carry in/ carry out policy with regard to personal trash. The gardener will not engage in a prohibited behavior including the cultivation of illegal plants 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 cell phones in the garden so as not to infringe on the tranquility of other gardeners.

**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:20-3a "theft by unlawful taking" is considered a disorderly person's offense. If you witness an unauthorized person "stealing" from a garden plot, please call the Police at: (856) 467-0061. In addition, please do NOT water another Gardener's plot unless he or she asks that you do so.

**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.

**Visitors, guests and children:** The Gardener agrees to accompany and supervise any/ all guests and visitors at all times and to be responsible for the conduct of these parties. Logan Township will not be held responsible for any injuries sustained by any visitor, guest or child.

**Fall cleanup:** During Fall cleanup all stakes, trellising, netting, plastic materials, tomato cages, etc must be removed from all gardening plots by the Gardener. All plants and weeds must also be completely removed. Please note that a thoroughly cleaned 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 AND GARDENER CHORES**

Membership and the continued right to use 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. In addition to maintaining an individual's plot,

each gardener agrees to volunteer at least one hour per month (for a total of 4 hours over the season) to complete certain chores that benefit the Community Garden as a whole.

**E. VIOLATION OF MEMBERSHIP RULES**

Use of the community garden is a privilege. The Township reserves the right to revoke the use of the community garden by any person for failure to observe the rules and regulations established in this Agreement. Upon Violation of any rule or regulation, a written notice will be issued and the violator will be given a reasonable opportunity to correct the violation. If the violation does not cease or is not cured within fourteen (14) calendar days, a second written notice will be issued. If the violation has not ceased or been cured within seven (7) calendar days of the second notice, the use of the community garden for the remainder of the season may be revoked and the plot may be reassigned. Any person whose permission to use a plot is revoked may appeal to the Township Administrator who shall adjudicate the appeal within twenty-one (21) calendar days of the date of notice of the revocation.

**F. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Community Garden user, further recognizes and acknowledges that the use of the community garden is a privilege and therefore waives any claim or right for personal injury or property damage arising out of or in connection with the use of the community garden plot or in connection with or use of access to the community garden plot located at Main Street, Logan Township; and

The Community Garden User agrees to indemnify and hold harmless the Township, its officials, agents, and employees including the members of the Logan Township Community Garden from and against any damage, loss, liability, claim, demand, suit, cost and expense, including attorneys fees, or other actions directly or indirectly resulting from, arising out of or in connection with the use of the Logan Township Community Garden by the Community Garden User, its invitees, guests, visitors or other person(s) present on the premises of the Township in order to participate in, organize, assist, supervise, or in any other way, further the community garden and any activities held in conjunction with the community garden.

**G. GARDENER’S COMMITMENT**

By signing and checking the “agree” box on the membership application, you agree to all rules and regulations, and indemnification/hold harmless stated above.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_