



### **2019 Garden Use Authorization and Responsibilities**

The following guidelines outline the management of the community garden and its site property. These guidelines have been established by Springfield Community Gardens (SCG) and are provided to the property owner as a basis for a use agreement between the two parties. In turn, SCG provides plot holders and volunteers with the authority and permission to use the garden site. We, as a community, have a responsibility to keep our community garden managed effectively. The community garden is a privilege, and everything works more smoothly when people are involved in its overall upkeep.

### **RULES OF CONDUCT IN A SPRINGFIELD COMMUNITY GARDEN**

1. I will treat my fellow gardeners as I would like to be treated, and I will conduct myself in a civil manner that is mutually beneficial to all participants and to the garden as a whole.
2. I agree to give up my privilege to participate in an SCG garden if I exhibit unacceptable conduct. Unacceptable conduct generally includes, but is not limited to: vegetable theft, tool theft, profanity, offensive behavior, harmful verbal or written communications between or about fellow gardeners, or other incivilities associated with personal interactions as they relate to the community garden.
3. I will not discriminate on the basis of race, creed, color, national or ethnic origin, religion, marital status, age, sex, sexual orientation, gender expression, gender identity, disability or military status in the gardens.
4. I will not bring a pet to the garden.
5. I will supervise my guests and/or my children under the age of 18 and never leave them unattended.
6. I will report any accidents or unacceptable behavior to the Garden Leader and/or an Agent of Springfield Community Gardens (417-414-7129).
7. I will follow the garden's rules for the use of water. I will remain on the premises while my garden is being watered. I will not allow excess water to drain onto the street or adjacent property.
8. I will adhere to SCG Community Gardens policy to prohibit the use of non-organic pesticides, herbicides and fertilizers.
9. I will follow the directions of the Garden Leader and the rules of the garden at which I am working.
10. Smoking and chewing tobacco is prohibited throughout the entire garden and within 25 feet of the garden's perimeter.
11. Drugs, fireworks, alcohol, and loud music are prohibited.



## WAIVER & RELEASE

### For Springfield Community Gardens

If the gardener is under the age of 18, the signature of a parent/guardian is required.

1. I desire to participate voluntarily in the gardening and other activities sponsored and coordinated by Springfield Community Gardens (SCG). I understand that SCG is granting me a revocable license to participate in this community garden, and such license may be revoked by SCG at any time if I violate the GARDENER AUTHORIZATION & RESPONSIBILITIES set forth above.

2. In consideration of I or my child's participation in gardening and other activities sponsored and coordinated by Springfield Community Gardens (SCG), I \_\_\_\_\_ hereby voluntarily release and discharge Springfield Community Gardens and their/its heirs, assigns, directors, officers, employees, supervisors, agents, attorneys and representatives from any and all actions, causes of action, claims, demands, losses, damages, costs, attorney fees, judgements, liens, indebtedness and liabilities whatsoever, known or unknown, suspected or unsuspected, past, present or future, with regard to all matters that could have been raised in an action on the merits regarding the aforementioned activity in which I or my child have elected to voluntarily participate.

\*I will permit the use of my name or my child's and picture in broadcasts, telecasts, newspaper, brochures, social media, etc. (optional) YES NO

I have received and read the SCG Rules/Guidelines. Initial \_\_\_\_\_

Print Name (Gardener/Volunteer) \_\_\_\_\_

Signature (Gardener/Volunteer) \_\_\_\_\_

Participant's Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_ Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email Address \_\_\_\_\_

Neighborhood of residence: \_\_\_\_\_ Number in household: \_\_\_\_\_

Over 18: Yes:  No:  Have you been in the military or do you currently live with someone who has? Yes:  No:



## COMMUNAL GARDEN AND PLOT RENTAL AGREEMENT

A. I will keep my garden plot watered and weeded.

B. I will volunteer at least two hours per month to help keep the common areas well-managed by participating in volunteer tasks such as watering, weeding, mowing community areas where necessary, and caring for community tools. Failure to help maintain the community areas will result in a warning and possible subsequent loss of garden privileges.

C. I will 1) pay a plot rental of \_\_\_\_\_ per year or 2) join the garden for a fee of \_\_\_\_\_ per year.

D. I will notify the Garden Leader or Steering Committee and make arrangements with other gardeners to water and maintain my plot if I cannot take care of it. If my garden appears neglected/abandoned (un-watered and/or overrun with weeds), I will be given ten (10) days notice to maintain my plot. After this time, my plot will be re-assigned without refund on my plot rental fee.

E. I will share the responsibility for maintenance of common areas and furnishings, fencing, trees, trash receptacles, compost bins, street and alley right-of-ways and water lines.

F. I accept responsibility for clearing my plot before the close of the season. All dead plants, weeds, trash, tools, sticks and cages must be removed or stored by December 31 each year. Additionally, I will plant in my plot by May 31, or the plot will be forfeited or reassigned.

G. In the event that a dispute arises between gardeners or between one or more gardeners and your designated garden steering committee, and a resolution of the dispute cannot be reached by these parties, I agree to have SCG act as the arbitrator of the dispute, and I further agree to adhere to SCG's decision as final.

I \_\_\_\_\_ understand the garden plot rental agreement and agree to abide by it.

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_