

**Washington Township Community Garden
Membership Agreement**

By executing this Membership Agreement and being accepted as a Member to the Washington Township Community Garden (WTCG), 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 WTCG Committee.

A. ANNUAL FEES

Gardeners are responsible for the annual rental of a Community Garden plot, as available, in two sizes. A standard plot sized 8'x8' at an annual cost of \$20 per year (or three years at \$50), or a large plot sized 8'x16' at an annual cost of \$35 per year (or \$80 for three years). Payment of annual fees can be made by personal check made payable to: Washington Township. Please note that all fees are non-refundable and must be paid at time of registration. Limit of two plots per household. Non-resident fee of \$10 per plot per year in addition to plot fees. Non-residents are limited to plot rental for one year at a time.

B. RULES OF OPERATION

Hours: During the 2013 season, the Community Garden will be open from dawn to 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: The garden will open to the gardeners on May 1, 2013. Cultivation and planting must be started by June 1, 2013 and plots must be tended throughout the time of fall clean-up which will be completed no later than November 15, 2013, 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 park in designated areas only.

Use of Common Equipment: Equipment furnished by the WTCG 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 the garden. The WTCG 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. DO NOT place these items in any trash containers located in Palmer Park. All waste, weeds, etc. should be disposed of "off site" unless. Compostable materials are an exception. Once the WTCG has compost areas established, separate guidelines will be made available for gardener's use.

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 spigots is non-potable and is only for use in the garden. Hoses are NOT allowed. Please be sure to turn water off securely after each use.

Orientation: A mandatory Orientation Session will be held each year for new members. Plots will be assigned on a first come, first serve basis by the committee.

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 908 876-3232. 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. See Gardening Guidelines on the WTCG website.

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. The WTCG 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.

The garden will have mowed grass paths separating the main areas of the garden as well as wood chip paths in denser plot areas. Wood chips will be made available from the town.

E. VIOLATION OF MEMBERSHIP RULES

Citing Town ordinance RO- 09-13 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 ordinance or by the Washington Township Garden Committee. 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 14 days, a second written notice will be issued. If the violation has not ceased or been cured within 14 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 Recreation Director [or Township Administrator or Township Committee] who shall hold a hearing on the matter within 15 days of the revocation [30 days of the Township Committee].

F. 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 Washington Township Community Garden.

Please sign below and keep a copy of this Agreement (or refer to this document on our website) for your records.

By: _____

Date: _____

Gardener Name: _____

COMMUNITY GARDEN HOLD HARMLESS AGREEMENT

The Community Garden user, in consideration of permission to use one or more of the plots at the Washington Township Community Garden, agrees to comply with the rules and regulations of Ordinance # 09-13 to be codified as Section 137-7 of the Code of the Township of Washington, as well as the rules and regulations established by the Washington Township Community Garden Committee, as approved by the Township Administrator; and

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 Palmer Park, Bartley Road, Township of Washington; and

The Community Garden User agrees to indemnify and hold harmless the Township, its officials, agents, and employees including the members of the Washington Township Community Garden Committee, 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 Washington 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.

Dated: _____

Witness

Sign and print name of Community Garden User



Washington Township Community Garden

Membership Application 2024

Applicant Information

Name: _____

Address: _____

Cell Phone : _____ Email: _____

Please choose a **size**. New members restricted to ONE Bed in first year.

PLOT

8 X 8 ft \$20

8 X 16 feet \$35

Plot No: _____ Fee: _____

I plan to grow Flowers Vegetables Both _____

I have read and agree to the Membership Rules, and Gardening Guidelines

I have read and signed the Hold Harmless Agreement.

Emergency Contact: _____

Cell Phone: _____

Gardeners are required to volunteer at least 4 hours at independent tasks and two work sessions over the season on community tasks.

Please indicate your preferred task. You will be assigned specific guidelines.

Weeding fence areas Weeding flower beds Garden Mentor

Spreading wood chips Fence Repair Compost Management

Open House Event Volunteer

Signature: _____ Date: _____

Club Use only

Payment: _____

Notes: _____

Registered by :

Date: _____

mail in person