

**2016**  
**COMMUNITY GARDENS OF HENRY COUNTY, INC**

P. O. Box 3248  
McDonough, GA 30253  
*A 501( c)(3) Non Profit*

**COMMUNITY GARDENING AGREEMENT**

Community Gardens of Henry County, Inc. (hereinafter “CGHC”), a 501(c)(3) non-profit organization, is pleased to welcome you as a community gardener. The garden will afford you, among other things, an opportunity to grow your own nutritious food. The community gardens are under the jurisdiction and management of CGHC, which as a partner with various government and private organizations, abides by county rules and regulations applicable to the garden site.

With the signing of this agreement, you become a “community gardener” with CGHC and are agreeing to share use of land on which you will garden with other Henry County friends and neighbors. Further, you acknowledge and understand that there are both rights and responsibilities that are incumbent upon community gardeners and these are as set out below:

**I.**

**Your Rights as a Community Gardener**

1. **You have the right to garden as long as you wish.** Automatic renewal is based upon payment of the non-refundable annual gardening fee of \$50.00 and upon adherence to this Community Gardening Agreement. Except that in hardship cases, CGHC, at its discretion and depending upon eligibility, may grant scholarships or offer payment plans for the annual gardening fee.
2. **You have the right to garden amenities.** Water, hand tools, hoses, tillers, and other gardening supplies are provided by CGHC at each garden. CGHC shall also provide seeds for planting both winter and summer gardens. Transplants, if desired, to be provided by the gardener.
3. **You have the right to equal opportunity and non-discrimination.** All persons are welcome. CGHC does not discriminate based on gender, age, race, color, religion or disability.
4. **You have the right to a harmonious gardening environment, and to appropriate conflict resolution measures when necessary.** Because conflicts may arise from time to time on garden matters between or among gardeners, and if a complaint cannot be satisfactorily resolved, it may be submitted to the Gardeners’ Committee (representative gardeners from each garden) for appropriate resolution. As a Community Gardener you agree to abide by the determination of the Gardeners’ Committee. Representative members of the Gardeners’ Committee are selected from each community garden and serve for a one-year term.

5. **You have the right to garden in your assigned space, and to the non-commercial use of the bounty your labors provide.** Gardeners have usage of their assigned plot(s) so long as they are in good standing with the organization. Selling of vegetables grown in the assigned plot(s) is strictly prohibited.

6. **You have a right to an orientation to your garden by CGHC.** New Community Gardeners are provided an orientation by the Garden Coordinator as to the operations of the garden.

From rights stem responsibilities. **Please carefully read and consider the responsibilities of membership. They are strictly enforced.** Because you and your fellow gardeners have these rights, you also share a collective responsibility. You agree that these responsibilities include things that are standard for all gardens and others that are decided by CGHC.

## II.

### Your Responsibilities as a Community Gardener

1. **Payment of Membership and Garden Plot Fees.** - A one-time Membership fee of \$25.00 and Annual Garden Plot Fee of \$50.00 is due upon joining the organization and thereafter annually.

2. **To care for the land. Active gardening is required year round.** Gardeners are responsible for maintaining their plots, walkways, and adjacent fence lines surrounding their plot clear and free of weeds and for other assigned areas of the garden that require regular maintenance. Gardeners shall at no time till, plant, harvest or weed another gardener's plot, except as agreed to on garden work days or by prior agreement with the plot holder ***Watering of gardening plots is the responsibility of individual gardeners.***

3. **Plot Reassignment** – When a gardening plot is neglected and untended because of failure of a gardener, the gardener will be provided with a 10 Day Written Notice by CGHC that the plot will be reassigned unless corrective action is promptly taken. However, if a plot is neglected or untended because of illness or other unavoidable circumstance the other gardeners may tend the plot until the gardener can return to the garden or it is re-adopted.

4. **Participation in Community Garden Activities** - CGHC will schedule garden work days for the purpose of overall maintenance of the garden, i.e. weeding, tilling, planting, fertilizing. And special events and fundraisers also are scheduled during the year **It is the gardener's responsibility to fully participate in the garden schedule. Consistent failure to do so will result in loss of gardening privileges and membership in the organization.**

5. Individual plots are for the benefit of specific gardeners and **should not** be picked by others. **Picking others' vegetables is grounds to lose your plot.**

6. Approval by CGHC is required for adding someone at a later date. If approved, the new gardener must sign this agreement.

7. Plots cannot be given away by you to anyone else and vegetables must not be sold.

8. Proper use, care and storage of tools and equipment,
  - Hand Tools and power equipment shall be properly cleaned after use and returned to the garden shed for storing.
9. **Adherence to specific security and safety measures.**
  - Walkways must be clear of obstacles -- hoses to be returned to storage area following use.
  - Use of unapproved chemicals in the garden is strictly prohibited
  - Other safety measures as required and noticed.

### **III. Release, Hold Harmless and Agreement Not to Sue**

I (We) fully understand that my participation in the Community Garden exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in this activity and agree to assume any such risks to myself or any family member participating with me. Further, in consideration for being granted permission to participate as a gardener at the below named community garden, I hereby agree for myself and for my personal representatives, heirs and next of kin to:

Forever release, discharge, and agree not to sue Community Gardens of Henry County, Inc., its representatives, employees and volunteers (hereinafter "CGHC") for any injury, death or damage to or loss of personal property arising out of, or in connection with, my family's participation in the activity from whatever cause, including the active or passive negligence of CGHC or any other participants in this activity.

In consideration for being permitted to participate in this activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless CGHC from any and all claims, demands, actions or suits arising out of or in connection with my or my family's participation in this activity.

**GARDENER NAME(S)**

**SIGNATURE**

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Gardener Name

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Gardener Name

*For Organization Use*

*Dues Paid \$* \_\_\_\_\_

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