



Springbank Community Gardens' Contract 2019

Welcome to **rare's** Springbank Community Gardens – a place for the public, fostering a place of growth, education, sustainability, and community. The vision is to create a bustling, multicultural, multigenerational community of organic gardening, knowledge sharing, and strong relationship building - all in the name of education and responsible land stewardship. The community gardens provide land to those who have an interest in growing organically but do not have access to other land. Space is set aside for the gardens, with the understanding that **rare** provides the plots, and makes available compost, water, mulch, basic hand tools, and advice to the gardeners. Gardeners will have access to their plot anytime during daylight hours between April 15 and November 15, 2019.

Springbank Community Gardens Plot Registration

Salutation: _____	First Name: _____	Last Name: _____
Street Address: _____	City: _____	Province: _____
Postal Code: _____	Home Phone: _____	Work Phone: _____
Date: _____	E-Mail: _____	

2019

Plot fees are \$60 per plot. There are no refunds. Please speak with **rare's** Garden Coordinator if this fee keeps you from gardening with us. We are aware that some gardeners rely on their garden to subsidize their access to good healthy foods. Returning gardeners can pre-pay by Nov 15th, 2018 to enjoy the Early Bird discount of \$40 per plot.

PARKING

Parking is provided at 681 Blair Rd, in front of the North House. There is overflow parking in the new parking lot to the west on Blair Rd, connected by a walking trail approximately 200 metres in length. **The reserved parking at the top of the hill is for gardeners with accessibility requirements.** There is also one parking spot reserved for loading and unloading heavy gardening supplies. After unloading, please move your vehicle to the parking lot at the bottom of the hill. Do not drive beyond the designated accessible parking spots at the top of the hill. Stay on the gravel. Vehicular traffic is to be kept to a minimum on that access road.

Rules, Terms, and Conditions for Participation

1. Gardens are open April 15th to November 15th 2019. The fee for the use of the garden is \$60 per plot per season. Payment is due on or before April 15th 2019. There are no refunds. Gardeners intending to return to their plot for the following season can enjoy an early-bird rate of \$40 per plot if payment is made before Nov 15th.
2. Once assigned a plot, I will cultivate and plant it by the first week in June and will keep it planted and maintained all summer long, otherwise I will forfeit my right to the plot. Plot maintenance includes caring for the paths between the plots.
3. My plot is 10 feet x 30 feet. I will not expand my plot beyond this measurement or into paths or other plots. I will keep all my plants within the limits of my garden plot and will not allow any plants to grow more than six feet high.
4. I will keep my plot, paths, and surrounding areas clean and neat. If my plot becomes unkempt with weeds or trash, I understand I will be given notice to clean it up. If it is not cleaned up, I will forfeit my right to the plot.
5. I will not move the stakes marking my plot's corners.
6. If I must abandon my plot for any reason, I will notify the Gardens Coordinator.
7. I will pick only my own crops unless given permission by the plot user.
8. I will not use synthetic fertilizers or pesticides. I will not apply any organic pesticides in the garden without the approval of the Gardens Coordinator.
9. I will not bring pets to the garden. **Dogs are not allowed at Springbank Gardens**, but please visit our website to learn where our dog permitted trails are located.
10. I will use the garden tools only as intended and share with other gardeners as necessary, returning them clean and in good working order to their storage location in the shed when finished. If I damage a tool, I will notify the Gardens Coordinator so repairs can be made promptly.
11. I will not plant any illegal, invasive, or poisonous plants. **I will not smoke**, drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs. I will not bring weapons into the garden.
12. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.
13. My friends or guests will be my responsibility at the gardens. Any rules broken by my guests will be considered rules broken by myself and the regular disciplinary actions will be taken.
14. I understand that neither the garden group nor owners of the land are responsible for my actions. **I therefore agree to hold harmless rare Charitable Research Reserve for any liability, damage, loss, or claim that occurs in connection with use of the garden by me or any of my guests.**
15. To reserve my plot from the previous growing season I will contact the Gardens Coordinator before March 1st, otherwise I will forfeit my plot and be assigned a new plot on a first come first serve basis.
16. I will work to keep the garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighbourly manner.
17. I will pack out what I pack in, including empty planting pots and trays. There is a garbage can and a recycling bin placed at the garden as a courtesy, not as a disposal place for large quantities of refuse.

Breaking any rules, terms, and conditions is cause for exclusion from the garden and loss of your plot.

1. You will receive one verbal warning from the Gardens Coordinator.
2. If no response or correction has been made, you will receive written notice in two weeks.
3. In another two weeks, if no response or correction has been made, you will receive written final notification that you have forfeited your gardening privileges and plot.
4. You will be allowed to reapply for another garden plot only after one year, and only at the discretion of the Gardens Coordinator.



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Release of All Claims

As a participant in the Community Gardens, I understand that as a condition of being allowed to participate in the Community Gardens I must read the following statements and sign below to show agreement to the following:

I, the undersigned, am duly aware of the risks and hazards that may arise through participation in the Community Gardens, and assume any expenses and liabilities I incur in the event of an accident, illness, or other incapacity. If I have had any questions about the Community Gardens, its nature, risks, or hazards, I have contacted the Gardens Coordinator and discussed those questions with him or her to my satisfaction.

In consideration of being granted the opportunity to participate in the Community Garden, I, for myself, my executors, administrators, agents, and assigns, do hereby release and forever discharge the Gardens Committee, Gardens Coordinator, volunteers, other gardeners, and rare Charitable Research Reserve from all claims of damages, demands, and any actions whatsoever, including those based on negligence, in any manner arising out of my participation in this activity. I understand that this Release means that, among other things, I am giving up my right to sue for any such losses, damages, injury, or costs that I may incur.

I represent and certify that my true age is either 18 years or older or, if I am under 18 years old on this date, my parent or legal guardian has read and signed this form. I have read this entire Release, fully understand it, and I agree to be legally bound by it.

I have read the Parking terms on page 1 and Community Garden Rules on pages 2 of this document and understand that failure to meet the guidelines may result in loss of gardening privileges.

Print Name

Signature

Date

Name of parent or guardian (if under age 18)

Take the *rare*sites Pledge

Take the *rare*sites Pledge! Our vision is to offer the community, including future generations, a diverse network of connected natural areas, protected and intact in perpetuity – because conservation matters! Put a mark in this box to take the pledge if you are interested in the preservation of conservation lands and the plants, animals, and ecosystem services supported by these lands.

Sign me up for *rare* e-news

Yes, I'd like to receive *rare* e-news. You can unsubscribe at any time by calling 519-650-9336 or by clicking the unsubscribe link at the bottom of the e-correspondence.

In order to protect the privacy rights of our members, *rare* Charitable Research Reserve will not release any gardener's personal information without their written consent.