

**TOWNSHIP OF HARDYSTON
COMMUNITY GARDEN
RULES/GUIDELINES**

PLOT REGISTRATION

Plot registration will be held March 1, 2023 – April 15, 2023. Gardeners will be assigned a plot and the garden will be open for planting on May 9, 2023. Each plot will be a 4' x 8' raised bed constructed of natural landscape timbers and filled with nutrient rich soil. In the event more applications are received than there are plots available, the Township will award plots to returning gardeners first, and then the remaining plots will be awarded using a lottery system. In the event there are leftover beds available the Township will hold a lottery for those interested in a second plot. In the event you do not receive a plot your registration fee will be refunded to you and you can be placed on a waiting list.

The registration fee is \$40. The fee is a refundable fee. If you maintain your plot throughout the season and complete clean up by November 1st your registration fee will be returned to you prior to the year end.

RULES OF OPERATION

Hours: During the 2023 season, the Community Garden will be open from dawn until dusk each day. Remember to keep gates closed and lock up when you are the last to leave at any time during the day. You will be provided a combination to the locks on gate and tool shed upon paying your registration fee.

Minimum Age Requirement: All gardeners interested in renting a plot must be 18 years of age or older. Minors may assist in maintaining beds so long as they are supervised by a guardian.

Season opening: The garden will be open for planting on May 9, 2023. Cultivation and planting must be started by July 1, 2023. There is a mandatory orientation meeting scheduled for April 26, 2023 at 5:30 p.m. at the Hardyston Municipal Building. You should make every effort to attend the meeting (if you are unable to do so other arrangements must be made with the Community Garden Coordinator prior to the meeting). Plots that have not been planted by June 30th will be forfeited and made available to another resident unless prior approval is granted. Plots must be tended through the time of fall clean up. There will be a mandatory fall clean-up day scheduled for mid November. Gardeners should plan on spending at least four hours per week on plot maintenance in order to cultivate a productive and attractive garden plot.

Use of Community Garden's Equipment: Equipment furnished by the Hardyston Community Garden is the sole property of the Community Garden and must remain within the locked fence/tool shed of the Garden and may not leave the Garden or be left outside of the Garden. The Community Garden will not be responsible for personal items left at the plot or the Community Garden.

Harvesting: Crops must be harvested once they are mature. Leaving mature crops to rot will not be permitted.

Weeding: Maintenance of garden plots includes WEEDING. All weeds, rocks and other similar waste are to be disposed of in the designated receptacles or taken off site.

Composter: The Township will be purchasing a composter for the disposal of all organic garden debris. Gardeners should dispose of weeds, plants, and discarded fruits and vegetables in the composter receptacle. Gardeners will be responsible for ensuring that the composter is properly closed and secured before leaving the garden in order to prevent attracting animals and rodents.

Structures: Structures may only be erected if they are pre-approved by the Garden Committee. You must fill out the permission form and submit this form to the Garden Committee two weeks prior to installation to allow the appropriate time for a decision to be made on your proposed structure. There is a 4' height restriction for trellises and framework; please be sure that you are not shading your neighboring plots.

Community Garden's Watering System: The water system will be supplied from the municipal building. The water must be turned off after each use and all hoses must be returned to their respective racks. If the water is routinely left on; the Township will be forced to only allow watering to take place at specific days and times as determined by Township staff.

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 remove anything brought from home. While on Community Garden grounds, the Gardener will not engage in any prohibited behavior including the cultivation of illegal plants, smoking, drinking, gambling, 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 cellular phones and that all phone calls be taken outside of the fenced in area and/or away from anyone in hearing distance.

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. In addition, please do NOT water another Gardener's plot unless he or she asks that you do so. Anyone caught in the act of vandalism or theft will be removed from the garden immediately and permanently banned from the Community Garden.

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.

Prohibited items: Decorative garden items are not permitted in plots. Other impermissible items include bug lures, unattended watering mechanisms and the planting of invasive species and cover crops. If you feel strongly about a decorative item you may ask permission from the Garden Committee and they will decide if your decoration of choice is aesthetically pleasing to our Community Garden.

Gardener Absences: Kindly notify the Garden Committee by filling out the absentee form if you are unable to maintain your plot for any period of time or if you wish to turn your plot back over to the Hardyston Community Garden (please note that Membership and Registration fees are non-refundable).

The Community Garden will maintain a list of garden members that will volunteer their time to maintain your garden during your absence if you so choose upon written authorization.

Visitors, Guests, Children: The Gardener agrees to accompany and supervise any guest, visitor and/or children brought into the Community Garden at all times and also agrees to be responsible for the conduct of any of these parties. The Community Garden will not be held responsible for any injuries sustained by any visitor, guest or child.

Fall Cleanup: During Fall cleanup, any stakes, trellising, netting, fencing, plastic materials, tomato cages, watering cans, etc., must be removed from all gardening plots by the Plot Owner. All plants and weeds must also be completely removed. Please note that a thoroughly cleaned garden plot is a condition to being invited to renew your membership for future seasons. This requirement does not include perennial plants or winter crops.

GENERAL MAINTENANCE OF THE COMMUNITY GARDEN GROUNDS / MEMBER VOLUNTEER HOURS

Membership and the continued right to use of 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. Accordingly, in addition to maintaining any individual plot(s), the Gardener agrees to volunteer throughout the garden season to complete certain chores and activities for the benefit of the entire Community Garden. The Gardener should indicate his or her preference of chores on the Registration form and may also sign up for such chores at the mandatory orientation. In the event, that a gardener has a medical or physical limitation that prohibits them from completing the requisite volunteer hours a written request with justification must be presented to the garden coordinator for approval.

VIOLATION OF MEMBERSHIP RULES

In the event the Gardener violates any of the Community Garden's rules, policies, or practices, the Gardener will be issued a written notification by the Garden Committee and will be provided with reasonable opportunity to redress/correct the violation. In the event that no redress/correction is made and no response to the notification is received within two (2) calendar weeks of the date of the written notification, a second notice will be issued. If no redress/correction is made and no response is received within two (2) calendar weeks following the second notice, a final notice will be issued informing the Gardener of the Suspension, or total forfeiture of gardening privileges and access to the garden plot(s). Please note that, at the discretion of the Garden Committee, a Gardener's violation of any rules may result in the Gardener being prohibited from future participation in the Community Garden.

All rules, terms and conditions of participation with the Hardyston Community Garden are established by the Hardyston Community Garden Committee. By executing this Agreement, the Gardener acknowledges and agrees that in the event that Gardener violates any of the rules, terms and conditions set forth herein, at the sole discretion of the Committee, the Gardener's participation may be immediately suspended and may result in permanent loss of the use of the Gardener's plot. There will be no refund for suspension as the membership and registration fees are non-refundable.

HOLD HARMLESS

I hereby acknowledge that I have been requested to sign an agreement which states that I will be responsible to make the Township of Hardyston, its directors, officers, agents and employees whole from any claim, lawsuit, settlement, or judgment, including all attorneys fees, together with all costs, fees and interest, that arises in or out of the use of municipal property by myself, my guests, invitees,

licensees, visitors, or other person(s) present on the premises of the municipality in order to participate in, organize, assist, enjoy, supervise, or in any other way, further the Community Garden and any activities held in conjunction with the Community Garden. Further, in no event will the total liability to the Gardener by the Township of Hardyston, its directors, officers, agents and employees for damages exceed the amount of annual Membership and Registration fees.

A separate HOLD HARMLESS, INDEMNIFICATION AND LIABILITY form will be signed in conjunction with this Membership Agreement. Refusal to sign the document will result in the denial of membership. The Gardener also understands that use of the Community Garden is without any warranties as to fitness for any particular purpose and neither Township of Hardyston, its directors, officers, agents and employees is responsible for any acts of God that may prevent use of and access to the Community Garden at any time. This Membership Agreement is governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

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 Hardyston Community Garden.

Please sign below (keep a copy of this Agreement and initialed Registration form for your records)

Signature

Print Name

Date

HOLD HARMLESS AGREEMENT

I _____ , sign this Hold Harmless as my voluntary act and by this act agree to hold the Township of Hardyston, its directors, officers, agents and employees harmless and indemnify the Township of Hardyston, its directors, officers, agents and employees from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any Gardener, guest, invitee, licensee, visitor or other person present on the Hardyston Township Community Garden site located adjacent to the Hardyston Municipal Building and Recreation Complex in order to participate in, organize, assist, enjoy, supervise or in any other way further the activities of the Hardyston Community Garden.

Signed: _____

Date: _____

Witness: _____

Date: _____