



Name: _____ Garden and Plot # _____

2017 Fishers Parks & Recreation Community Gardening Program Gardener Contract

In consideration for the privilege to participate in the 2017 City of Fishers Parks & Recreation Community Gardening Program (“CGP”) at Fishers’ Cyntheanne Park (12383 Cyntheanne Rd. Fishers, IN 46037) the undersigned Gardener(s) (“Gardener”) agree(s) to the following:

1. ADMINISTRATION

The CGP is administered by the City of Fishers Parks & Recreation Department. The CGP follows the requirements in this contract, the CGP Registration Form, the Organic Guidelines and the Garden Maps. CGP staff, the manager and supervisor, oversee the development and operation of the CGP and have authority to assign garden plots, settle disputes and disqualify gardeners for violations of regulations.

2. REGISTRATION

Beginning February 1, 2017, gardeners who wish to apply for the rental of plots may register for garden plots on a first-come, first-served basis.

Approval of any gardener who wishes to rent more than one plot is subject to review by the CGP Manager. Final permission will be granted or denied based on, but not limited to, the gardener’s gardening knowledge and experience.

3. CONTACT INFORMATION AND COMMUNICATION

CGP Staff - CGP staff will be available Monday through Friday, 8:30am to 4:30pm to assist gardeners with questions. Contact Lisa Wilkins Fishers Parks & Recreation at (317) 595-3150 or wilkinsl@fishers.in.us. The Parks & Recreation offices are located at 11565 Brooks School Road, Fishers, IN 46037.

Gardeners - E-mail will be the primary method of communication with gardeners, including communicating important information about gardeners’ plots and gardeners’ compliance with the CGP Contract. Notification of change of address, e-mail or telephone number must be given to Parks & Recreation by e-mailing or calling CGP staff or stopping in the main office within one week of making such a change.

4. RENTAL FEES

Garden plot rental fees reserve garden plot(s), as named on the Registration Form, for the current season only and are used to offset direct costs of the CGP. No refunds on abandoned garden plots will be given.

5. MAINTENANCE FEES

Gardeners renting plots that are unmaintained (per section 8 below regarding maintenance) or not fully prepared for winter at the end of the CGP season (see section 6 below regarding the gardening season) may be charged a maintenance fee (\$100 for each large garden plot and \$80 for each raised bed) billed to the primary gardener (as

listed on CGP Registration Form). Gardeners who do not fully prepare their plots for winter at the end of the season may not renew those plots.

6. GARDENING SEASON

The 2017 CGP season is April 15 through October 31, 2017. The gardens will open on April 15, 2017 weather permitting (gardeners will be notified via e-mail and signs posted at the gardens before April 15, 2017 if the opening is delayed). Gardeners may not begin any preparation or planting in their plot(s) before the opening of the season.

All plots will be tilled and plot locations and pathways will be marked by CGP staff prior to the opening of the season. A map will be posted at the Cyntheanne Park community garden and all garden plot numbers will be marked on a wooden stake located in each plot and raised bed. ***Gardeners must be certain they have located the correct plot(s) before beginning any preparation or planting.***

Gardeners are responsible for maintaining their plot(s) as soon as the gardens are open for the season or immediately when they start renting, if after the opening of the season. By Memorial Day, May 29, 2017, there should be marked progress toward a productive garden. This progress should include: at least half the plot under cultivation; plants established and cared for; path maintenance is carried out; weeds are being managed. Harvesting must be completed and plots must be cleared of all materials (i.e. plant material, stakes, cages, twine, wire, landscaping fabric, newspaper, plastic, etc.) and planted with a cover crop or mulched with straw, leaves or other materials by 5 p.m. on October 31, 2017. Gardeners may request the special permission of the Garden Manager to continue to garden in their plots until late November. Such permission must be requested prior to October 1, 2017. Approval will be granted on a case by case basis.

7. MAINTENANCE

Garden Plots and Pathways - Gardeners must consistently maintain their plot(s) throughout the garden season. Regular maintenance includes: regular weeding, harvesting ripe produce and removing all dead or diseased plants. Gardeners are also responsible for maintaining (weeding, mulching, and keeping traversable) the woodchip paths adjacent to their plot(s). All paths must be kept free of overgrowing plants, gardening supplies and equipment. Gardeners must make arrangements for weeding, watering, and harvesting in their absence.

9. GARDEN PLOT UTILIZATION

Gardeners unable to utilize or maintain their plot(s) and paths in the way described above, must contact CGP staff immediately. If contacted, CGP staff may be able to find a temporary solution until a gardener is able to continue maintaining his/her plot(s) and paths.

Turning In Garden Plots - Gardeners can turn in their plot(s) to CGP staff at any time. Plots must be turned in within two weeks of the cessation of gardening activities. If a gardener sufficiently maintains/clears, and cover crops or mulches their plot(s) such that CGP staff does not need to do anything to the plot for the rest of the season, the gardener may renew the same plot the following year. Gardeners must notify the CGP staff when turning in their plots any time prior to the end of the season, October 31.

Any gardener leaving a plot early resulting in CGP staff having to care for it in any way, may be charged a maintenance fee (see section 5 above regarding maintenance fees), billed to the primary gardener. Additionally, in the following year s/he may not rent a plot during the returning gardener registration period, but may apply to rent an available plot until April 1.

Unmaintained Plots - The garden supervisor will contact gardeners renting unmaintained plots and those gardeners will be given two weeks to comply with all CGP Contract requirements. If the gardener does not comply by the end of this two-week period, s/he will give up the privilege to participate in the CGP for the remainder of the 2017 season and the primary gardener will be charged a maintenance fee (see section 5 above regarding maintenance fees). Additionally, any participating gardener who gives up his/her privilege to participate in the CGP under these circumstances may not rent a plot in the following year until April 1, presuming plots remain open at that time.

Extenuating Circumstances - Gardeners may request an exception to the above rules for extenuating circumstances. Exceptions will be granted at CGP staffs' sole discretion.

10. TOOLS, TRELISING AND OTHER MATERIALS

Gardeners are permitted to store tools, watering cans, or other materials they use in the regular maintenance of their plot(s) during the regular gardening season, so long as they are stored within the boundaries of their plot(s). All items must be stored in a way that does not collect water for a period of time long enough to provide a habitat for mosquitoes.

Soil amendments, trellising, stakes, cages and other hardscaping materials are permitted for use during the CGP season, as long as the items are kept within the boundaries of that gardeners plot(s) and are utilized within two weeks of being placed in those plot(s). Carpet may not be used as a weed barrier, or for any purpose, in either garden.

11. COMPOST

Non-woody plant material from garden plots must be composted in the bins provided at each garden. Signs will be posted indicating into which bins materials should be placed. Gardeners must not place any materials in the wooded areas at either garden.

12. WATERING/HOSES

Water spigots are located at Cyntheanne Park near the gardens.

13. GATES/FENCING

Gardeners must close and latch the gates when entering and exiting the garden areas. Gardeners are not permitted to fence individual plots or blocks of plots.

14. ORGANIC GUIDELINES

While all gardeners are encouraged and have the choice to utilize organic gardening methods, renters of plots designated organic must follow the organic guidelines provided by Fishers Parks & Recreation.

15. RESTRICTED AND PROHIBITED PLANTS

Cane fruit (raspberries, blackberries, etc.), grapevines, fruit trees, and other woody perennials are disallowed. Also, invasive plants including, but not limited to, *Artemesia vulgaris*, wandering mint species, comfrey, and any plant that multiplies in such a way (by seed, rhizome, etc.) as to overtake the plot/soil as a nuisance specimen will not be allowed. The CGP staff will, at their discretion, determine if plants are invasive, or otherwise prohibited by the State of Indiana, and therefore not appropriate for culture in a community gardening setting. Please see the *Restricted and Prohibited Plants Policy* for additional details.

16. TRASH

Gardeners must remove any trash they generate, including empty plant pots and trays, from the garden area and dispose of it properly.

17. PETS

Pets are not allowed at any garden sites due to food safety concerns and as a courtesy to other gardeners.

18. VEHICLES AND PARKING

All vehicular traffic and parking is restricted to the parking lots and paved roads at each garden site.

19. THEFT AND DAMAGE

Gardeners should report any vandalism, theft or suspicious behavior or activity in the garden areas to CGP staff immediately. Gardeners are not permitted to remove anything from plots not rented by them without the permission from the renting gardener. The City of Fishers Parks & Recreation and the CGP manager and supervisor, acting on behalf of the City, are not responsible for any damage to garden spaces, theft of produce or personal belongings in the vicinity of the gardens or elsewhere.

20. LIABILITY AND INDEMNIFICATION

The undersigned is an adult Program Participant, or is the parent or legal guardian of a Program Participant. The undersigned hereby states that s/he understands the activities that will take place in this program, and that the Program Participant is physically and mentally able to participate in this program. The undersigned recognizes, as with any activity, there is risk of injury. In the event that the Program Participant sustains an injury in the course of the program, and the City of Fishers Parks & Recreation Department is unable to contact the appropriate person(s) to obtain consent for treatment, the City of Fishers Parks & Recreation Department and/or its employees or volunteers are authorized to take reasonable steps to obtain appropriate medical treatment. The Program Participant and/or his/her parent or legal guardian shall be responsible for the cost of such treatment. The undersigned agrees to release, hold harmless, indemnify and defend the City of Fishers, the Fishers Parks & Recreation Department, its employees, agents, and assigns, from any claims including, but not limited to, personal injuries or damage to property caused by or having any relation to the activities covered by this contract, even if arising from the negligence of releases. It is understood that this release applies to any present or future injuries and that it binds the undersigned, undersigned's spouse, heirs, executors and administrators. The Program Participant may be photographed and videotaped while participating in Parks and Recreation activities, and consent is given for the reproduction of such photos or videos for advertising and publicity.

I, the undersigned, have read the City of Fishers Parks and Recreation's Community Gardening Program Gardener Contract and understand all of its terms. I agree with its terms and sign it voluntarily.

Primary Gardener, Printed Name	Primary Gardener, Signature	Date
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Additional Gardener, Printed Name	Additional Gardener, Signature	Date
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Additional Gardener, Printed Name	Additional Gardener, Signature	Date
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Additional Gardener, Printed Name	Additional Gardener, Signature	Date
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Parent or Guardian, Printed Name If gardener is age 17 or younger	Parent or Guardian, Signature	Date
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