

HOLLADAY COMMUNITY GARDEN – Gardening Agreement

Holladay Community Garden (HCG) is a Charitable, Nonprofit, 501(c)(3) Tax Deductable organizations whose goals are to;

- Provide & maintain community gardens.
- To preserve green space/open spaces.
- Educate the public by raising awareness about; the environment, xeriscaping, gardening & land cultivation by encouraging community involvement.
- Promote community gardens and garden events.

_____ **LAND USE AGREEMENT:** I understand that HCG has made a contractual agreement with the land owners for sole decision making purposes of the land in accordance with HCG's goals. I agree that any individuals who have not signed a gardening agreement with HCG, guests or otherwise, can be considered trespassing on the property. Land use is conditional and can be revoked by HCG or property owners. I AM A GUEST ON THE PROPERTY.

_____ **FINANCIAL AGREEMENT:** I agree to pay \$15 for a 4' x 30' plot. I agree to donate 10% of my garden's yield or 10% of the net weight of my produce to HCG, which will give me access to HCG's Farmers' Market. In addition, I agree to donate 10% of crop and produce sales to HCG if I should use any of my garden's produce for sale. All donations to HCG will be used for charitable purposes compliant with the IRS 501(c)(3) tax code.

_____ **GARDENING METHODS:** I agree to use environmentally conscious methods. This includes water use of a drip system or drought resistant plants. I agree to use all organic methods of pesticides, fertilizers, and weed control. I will refrain from any other methods that may be harmful or hazardous to the environment. THINK GREEN.

_____ **PLOT AGREEMENT:** I will maintain and prepare my own plot. This includes harvesting in a timely manner and preparing it for the next season with leaves, manure, compost or a cover crop. I will only take crop from my own plot, unless given permission to take from another plot by that gardener. BE A GOOD COMMUNITY GARDENER.

_____ **ACKNOWLEDGEMENT OF RISK:** Although gardening is a minimal risk activity, some serious, even life threatening risks include; exposure to sun and the elements, harm caused by insects or other animals, harm from plant life, harm from gardening landscape, tools or equipment. I am responsible for my own safety. BE SAFE

_____ **LIABILITY WAIVER:** I agree to hold harmless the Holladay Community Garden, Property Owners or Affiliates for any liability, damage, loss or claim that occurs in connection with use of the garden by me or any of my guest(s). **HOLLADAY COMMUNITY GARDEN & PROPERTY OWNERS ASSUME NO LIABILITY.**

I, _____, agree to this contract in its entirety.

Signature _____ Date _____

Name (printed) _____ Phone: _____

Address _____ City, State _____

E-mail _____ Phone _____