



**Community Garden Season: _____
(April 1 - November 15)**

**City of New Carrollton
6016 Princess Garden Pkwy.
New Carrollton, MD 20784**

Garden Plot Registration Season: _____

Name _____ Date _____

Address _____

City _____ Zip _____

Phone (home) _____ (work) _____ (cell): _____

Email: _____

The person primarily responsible for a garden plot may have family members help maintain and water their garden. Please provide information for each person who will have access to the gate code. You are responsible for ensuring that these helpers abide by the rules of the community garden.

Additional Family Member's Name (s): _____

Preferred Garden Location, please choose one:

Did you have a garden plot with this community garden last year?
_____ Yes _____ No

<input type="radio"/> Lamont Garden
<input type="radio"/> St. Christopher's Garden

If yes, do you want the same garden plot this year? _____ Yes _____ No If so, please provide the plot# _____

Note: We will make every attempt to allow returning gardeners to have the prior year's plot, but cannot guarantee.

A fee of \$50.00 is required before the plot can be assigned. This fee will go toward expenses of the community garden (construction costs and upkeep).

REQUIREMENT: YOUR GARDEN PLOT MUST CLEANED BY: November 15. OR YOU MAY LOSE GARDEN PLOT PRIVILEGES FOR THE NEXT SEASON.

Please mark two areas that you would be interested in volunteering with during the season. Each gardener is expected to help during the season with general chores:

___ **Garden Manager** ___ Phone Calls ___ Path Maintenance
___ Watering ___ Fall Cleanup ___ Composting ___ Site Maintenance ___

I have read the Community Garden Rules and understand that failure to meet the guidelines will result in loss of gardening privileges for the current year, and potentially for the following year, at the City's discretion.

Signature _____ Date _____

CITY OF NEW CARROLLTON
6016 Princess Garden Pkwy.
New Carrollton, MD 20784
Phone (301) 459-6100; Fax (301) 459-8172;

COMMUNITY GARDEN CONTRACT: RULES, TERMS, AND CONDITIONS FOR PARTICIPATION

If accepted as a gardener, I will abide by the following rules, terms, and conditions:

Garden Plot Application, Assignment and Issue Resolution

1. Garden Plot applications will be accepted starting **March 10, 2021** **Plots will be assigned on March 31** on a “first-come, first served” basis.
2. The fee for the use of the garden is **\$50.00** per plot, per growing year (**April 1 – November 15**), due at the time of application.
3. **One plot per address will be allow. If additional plots become available, you may request an additional plot. You must fill out an application for each plot and pay a separate \$50 fee, per plot.**
4. Guests and visitors, including children, may enter the garden only if I accompany them. They must follow all rules, terms, and conditions stated here. I will supervise my children at all times when they are in the garden. I am solely responsible for the behavior of my guests.
5. The garden manager may assign me general garden maintenance tasks each month, and I must complete them by the end of the month.
6. I will attend the regular community garden meetings. If workshops are offered, I will attend at least one on each of the following topics: soil preparation and maintenance, watering the vegetable garden, and pest and disease control.
7. **In the case(s) of issues with your garden plot:**
 - a. You will receive one verbal warning from the Garden Manager.
 - b. If no response or correction has been made, you will receive written notice two weeks later.
 - c. 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.
 - d. You will be allowed to reapply for another garden plot only after one year, and only at the discretion of the Garden Manager.

Note: The City of New Carrollton is not responsible for the repair/replacement of any plants, tools, belongings or other items that may be taken or disturbed from a particular garden plot. No refunds will be offered for lost plants or belongings.

Gardener/Garden Plot Responsibilities

8. I use this garden at the sole discretion of the City of New Carrollton. I agree to abide by its policies and practices.
9. Once I have been assigned a plot, I will cultivate and plant it by **May 30th**. I will garden and maintain it all season long. My plot cannot be left fallow or unused for any period of three weeks or longer.
10. I will notify the Garden Manager immediately if I am no longer able to maintain my plot(s).
11. I will not plant any illegal 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 or pets or other animals to the garden.

12. I understand that this is an organic garden and will not use herbicides, insecticides, or non-conforming weed killers. Additionally, I will not use kitchen compost because of potential pest problems.
13. I understand that the City is supplying water free of charge and I will try to conserve water by using mulch to reduce evaporation. I will water only within my plot and not allow watering outside of my plot.
14. I understand that the water is for watering my garden only and should not be used for drinking, bathing, or any other purpose.
15. My plot is (12 x 4) feet. I will not expand my plot beyond this measurement 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. I must keep my plot free of weeds, pests and diseases.
16. I will dispose of weeds and plant materials in the designated compost area only. I will completely separate my trash into three groups: 1) dead plants, leaves, and other green waste plant parts; 2) rocks, stones, and asphalt; and 3) paper, plastic, cardboard, wood, metal, etc. I will put each type of trash only in the areas designated specifically for each. Anything I bring from my home I will take back home. I will not bring household trash and leave it at the City of New Carrollton Community Garden
17. I understand that every growing year I will be given a new lock combination for the Garden's gates. I will keep this combination to myself and I will not give the lock combination to any other person.
18. I will not take food or plants from other gardeners' plots. I will not take anything from the garden that is not rightfully mine. I will not disturb, in any way, another gardeners' plot.
19. I will work to keep the garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner and will respect other gardeners, and will not use abusive or profane language or discriminate against others.
20. I understand that the garden is open from dawn to dusk seven days a week. I will keep gates closed at all times and take responsibility for the safety of the garden.
21. I understand that any violation of the rules listed above may lead to my immediate expulsion from the City of New Carrollton Community Garden at the discretion of the Mayor or their designee, and forfeiture of my deposit.

Commitment

I have read and understand the application and accept these rules, terms, and conditions stated above for the participation in the City of New Carrollton Community Garden. Breaking any rules, terms, and conditions is cause for exclusion from the garden and loss of your plot.

Signed: _____ Date: _____
Gardener

Approved: _____ Date: _____
New Carrollton Director of Community Gardens

Rev. 02/2017

**City of New Carrollton Community Garden
Release of All Claims**

I, _____, am a participant in the City of New Carrollton Community Garden. As a condition of being allowed to participate in the City of New Carrollton Community Garden, I agree to the following:

1. I am duly aware of the risks and hazards that may arise through participation in the City of New Carrollton Community Garden, 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 City of New Carrollton Community Garden, its nature, risks or hazards, I have contacted the City of New Carrollton Director of Community Gardens and the City Horticulturalist and discussed those questions with them to my satisfaction.

2. In consideration of being granted the opportunity to participate in the City of New Carrollton Community Garden, I, for myself, my executors, administrators, agents and assigns do hereby release and forever discharge the City of New Carrollton, City of New Carrollton employees, the City of New Carrollton Community Garden Manager, volunteers, and other gardeners 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; there is no action against the City of New Carrollton for the actions of any of its employees or agents whether negligent or not. 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 at least 18 years old 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.

Participant's Signature _____

Printed Name _____ Date _____

Parent/Guardian's Signature _____

Printed Name _____ Date _____