



## GARDEN BED RENTAL AND MEMBERSHIP AGREEMENT

Thank you for your interest in the Scotch Plains Fanwood Community Garden. A copy of the Scotch Plains Fanwood Community Garden Rules are attached. They are typical of the rules utilized by community gardens in the U.S. All gardeners are expected to keep their own garden beds in good order and volunteer for assignments for the benefit of the whole garden community.

Raised garden beds will be 10 feet by 2 feet. Rental fee for the one season is \$40.00. The rental season is from June 15, 2016 – November 15 2016. You must be a resident of Scotch Plains or Fanwood in order to rent a garden bed. If you are interested in renting a garden bed for the 2016 growing season, please complete this application and return it by May 10, 2016 to Scotch Plains Fanwood Community Garden, Suite 191, 2560 Route 22 East, Scotch Plains, NJ 07076-1529.

Applicants will be notified as to whether or not they have been assigned a garden bed. Those assigned a garden bed must send in a check for the annual garden fee within 10 business days of notification. If a check is not received within 10 business days of notification, the garden bed will be offered to the next name on the waiting list.

### Please fill out the following information:

Name \_\_\_\_\_

Address \_\_\_\_\_

Scotch Plains resident \_\_\_\_\_ Fanwood resident \_\_\_\_\_ E-mail \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

I would like to be added to the SPF Community Garden Contact List \_\_\_\_\_ (please initial)

I am interested in renting a 10' x 2' raised garden bed

### Rental Agreement:

- This rental agreement is a contract between Scotch Plains Fanwood (SPF) Community Garden and the applicant; the rights within may not be sold or transferred.
- If you are assigned a garden bed, Scotch Plains Fanwood (SPF) Community Garden must receive a check for the annual garden fee within 10 business days of notification. All fees are must be paid before gardening activities.
- The rental agreement term is from June 15, 2016 – November 15 2016.
- Applicant must read and agree to comply with the Scotch Plains Fanwood (SPF) Community Garden Rules and Procedures.
- Applicant must read and sign the Scotch Plains Fanwood (SPF) Community Garden Waiver of Liability.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_



## LIABILITY

- The Township of Scotch Plains, the Borough of Fanwood, the Scotch Plains Fanwood Community Garden Committee nor The Frazee Foundation, nor any of the SPF Garden partners nor assigns , assumes no liability for any injury, damage, theft, loss of property belonging to participants or their guests, before during or after their use of the garden.
- You will be required to sign the Waiver of Liability Form. Submit this signed waiver along with your application and payment.

### **Please read the following statement and sign in the space provided below:**

Neither the Township of Scotch Plains, the Borough of Fanwood, the Scotch Plains Fanwood Community Garden Committee nor The Frazee House Foundation, or any SPF Garden partners or assigns will be responsible for any accidents, injuries, damages, theft, damage to, loss of, or replacement of any belongings, equipment, materials, tools, or plantings. I therefore agree to hold harmless and indemnify for any liability, damage, loss or claim the Township of Scotch Plains, the Borough of Fanwood, the Scotch Plains Fanwood Community Garden Committee nor The Frazee House Foundation, or any SPF Garden partners or assigns that occurs in connection with use of the garden by me or any of my guests. There is no security for any personal belongings. Failure to follow any garden or public area rules and regulations may result in loss of your garden bed. The Gardener may seek to re-establish gardening privileges, but will be asked to stay out of the gardening area until the issue is resolved. The Gardener will not be eligible for any refund or reimbursement for any seed, plantings, or other materials left at the gardening site. By signing below you acknowledge that you have read and understand the above statement and will abide by the Scotch Plains Fanwood Community Garden Rules.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please contact us with any questions by e-mail at: [spfcommunitygarden@gmail.com](mailto:spfcommunitygarden@gmail.com).



## **GARDEN BED DESCRIPTION AND GENERAL INFORMATION**

WE'RE NOT JUST GROWING PLANTS... WE'RE GROWING COMMUNITY!

The goal of the Scotch Plains Fanwood Community Garden is to provide an area for individuals and families to grow a garden, to build and nurture community friendships, and to share and grow gardening skills. The information provided below will help ensure that all gardeners have a successful and enjoyable gardening season.

### **Garden Bed Description**

At this time, the raised garden bed is 10 feet x 2 feet. All are constructed raised beds and the lease agreement includes the following:

- Compost provided by the SPF Community Garden
- High quality soil
- Site access from for 1451 Raritan Road, Scotch Plains is from dawn to dusk, seven days a week
- Rental Period from June 15, 2016 to November 15, 2016
- Water for the garden

### **General Information**

- The Scotch Plains Fanwood Community Garden is located at 1451 Raritan Road, Scotch Plains NJ.
- The rental fee is \$40.00 for the season and includes the raised bed, soil, and water for the garden.
- The season begins on June 15, 2016 and will end on November 15, 2016.

### **Termination Procedures**

In the event a participant has failed to follow the SPF Community Garden Rules and/or Conditions of Use, the rental agreement will be terminated. The process for terminating a rental agreement is as follows:

1. Participant is notified via e-mail regarding non-compliance with the garden bed rules and procedures.
2. From the date of notification is e-mailed, the participant has two weeks to resolve non-compliance with rules and procedures.
3. Failure to comply with rules and procedures will result in a second e-mail and final notice of non-compliance will be mailed to the participant with information regarding the lease being terminated.
4. Failure to comply with rules and procedures will result in termination of the rental agreement. Participant will be mailed a letter of termination and the garden bed will be reassigned to another participant.
5. No refunds will be issued to terminated rental participants.

### **Acknowledgement of Rules, Procedures and Conditions of Use**

Please sign the attached bed rental agreement to acknowledge your review of these rules, procedures and conditions of use. Thank you.



## GARDEN RULES AND PROCEDURES

Community Gardeners commit to observing the following rules, which are based on generally accepted rules of community gardens all across America:

1. SPF Community Garden Committee reserves the right to full access to all garden beds at any time in order to ensure that all rules, regulations and laws are being observed and if necessary may terminate an activity for the safety and welfare of the community garden property.
2. SPF Community Garden Committee may amend the rules, procedures and conditions of use as necessary.
3. You must be a resident of Scotch Plains or Fanwood in order to rent a garden bed.
4. I will plant my garden bed promptly. Garden beds not planted by June 30 may be forfeited to another gardener.
5. I will provide my own seeds, seedlings, (in accordance with organic practices) tools and other supplies. Some seedlings may be available from the SPF Community Garden. The garden may or may not be locked, so anything left in the garden is done so at the gardener's risk.
6. I will not use any pesticides, herbicides or fertilizers other than those labeled "**Organic.**" For the health of our community, it is the goal of the Community Garden to have an organic garden using only natural weed and pest controls and other organic methods. Please note: the use of chemicals such as Miracle Grow and Round Up are prohibited.
7. Participants who neglect their beds will be notified of their failure to perform the mandatory gardening tasks. The SPF Community Garden Committee will inspect garden beds on a monthly basis. Persons who receive three notices for failure to remove weeds and/or debris will have their rental agreements terminated with no refunds.
8. Garden bed plantings are to be maintained so that mature vegetation does not overlap onto pathways or neighboring garden beds. I will devote adequate time each week (estimate 4 hours per week) to properly maintain my garden bed, including weeding. I will be notified if my garden bed is excessively weedy and will be given 10 days to clean it up. If I do not comply, my garden bed may be forfeited.
9. I will maintain and remove all weeds and discarded plant material from the Community Garden and carry out all compost materials to a home composter or municipal site. All garbage must be carried out. No dumping of debris or rubbish on any other garden bed or areas within the community garden is permitted.
10. Participants may not sub-rent their garden bed.
11. I will not plant invasive species such as mint, comfrey, horseradish, etc., as they may spread to other areas of the garden.
12. I will not plant outside my garden bed.
13. I will keep aisles and walkways free of tools, stones, or other materials that would cause a hazard to others.
14. I will make sure that spent plants, weeds, and gardening tools such as tomato cages, plant supports, watering cans, etc. are removed by November 15th. Winter crop-producing plants such as leeks, celery root, carrots, beets, etc. may remain through the winter for harvesting, as long as gardeners remove them if they die. Gardeners who do not comply may not be invited to renew the following year.
15. Volunteerism: it is required that all garden bed holders volunteer annually for the benefit of the entire Community Garden in addition to the maintenance of their own garden bed. Minimum requirement is 6 hours per season. Examples of duties/tasks needed are listed on the application.

Please initial \_\_\_\_\_



## GARDEN RULES AND PROCEDURES (CONTINUED)

16. I will notify the SPF Community Garden Committee at [spfcommunitygarden@gmail.com](mailto:spfcommunitygarden@gmail.com) as soon as possible if I must abandon my garden bed.
17. Pets are not allowed in the garden. Trained service animals are permitted for those with disabilities.
18. No smoking or any illegal substances are allowed in the Community Garden.
19. Keep gardening activities to daylight hours. The Community Garden is closed from dusk to dawn
20. If planting tall crops, do so where they won't shade other garden beds.
21. Participants will not be allowed to build any structures within their beds, unless otherwise approved by the SPF Community Garden Committee.
22. Remove pests and diseased plants often as they also spread quickly.
23. Do not borrow tools from another gardener without permission.
24. No power or gas operated equipment is allowed unless otherwise approved by the SPF Community Garden Committee.
25. Do not pick any planting from another garden bed even if you think that garden bed has been abandoned or neglected.
26. Please walk with care, and do not trample surrounding plants in other garden beds.
27. Children are welcome at the Community Garden; however, please watch them and monitor their activities so that they do not disturb fellow gardeners or their garden beds. Please be sure that children stay inside the fenced area. Unsupervised children under the age of 13 are not allowed in the garden area.
28. Please use personal music players instead of radios in the garden, and no loud cell phone use please.
29. If you have a concern or issue with a gardening neighbor, please address it with him/her in a neighborly manner. If the issue cannot be resolved, please contact the committee at [spfcommunitygarden@gmail.com](mailto:spfcommunitygarden@gmail.com).
30. Please note that we are still in our infancy and it is a learning process. If you have any suggestions or comments please share them! We are looking forward to many years of happy gardening and to growing gardening in our community.

### Acceptance of Terms:

I have read and agree to comply with the Bed Rental Agreement. By signing below I agree to abide by the Scotch Plains Fanwood (SPF) Community Garden Rules and Procedures. I understand that any infraction may result in termination of my rental agreement as outlined in the Rules and Procedures.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## VOLUNTEER POSITIONS

(Please check which positions you may be interested in)

	Maintenance		Communications
	Food donation program		Community outreach
	Pest control		Education
	Test garden beds/propagation		Weather data
	Community Garden Committee		Signs
	Tools		Marketing/Public Relations