

Village of Western Springs Community Garden Program 2015 Membership Pass Application

Each membership to the Western Springs Community Garden ("Community Garden") is issued per annual season and is good only for the season in which it is issued. ***The number of annual membership passes issued each year will be issued on a first-come, first-serve basis.*** All Members must be at least eighteen (18) years of age, be a Village resident, or be a local business owner. A Village-based community group can apply for and hold a Membership Pass as well.

The Village may offer the Community Garden at one or more sites. Members may visit the Community Garden site from dawn to dusk during the growing season (April 1st to November 15th).

A Membership Pass consists of the opportunity to use a planter box, or a portion there of, for planting vegetables and other food items by a Member. The Garden Association shall determine the planter box size, or the portion of a planter box that will be provided to each selected Member each year and may adjust such planter box size as needed to allow maximum participation and usage of the site. Village residents will be given priority in the assignment of planter boxes. Available plot sizes and their costs are as follows:

5'x5'	\$20
5'x10'	\$30
10'x10'	\$40
10'x15'	\$50

Planter box assignments are limited to no more than one (1) planter box per household (if an individual) or group or organization. If more than one (1) Community Garden site is offered, a person can request a planter box at a particular site.

Acceptance of applications shall be governed, in the Garden Association's sole discretion, by an open application period with advanced public notice on the Village's website of an application submittal deadline with either (1) a "first to submit, first to be selected" acceptance process or (2) a lottery selection system. However, priority will first be given to Village of Western Springs residents, then Village of Western Springs resident community groups, then owners of land within the Village, and then to members of the Village of Western Springs business community ("Priority Rule").

- A. For the 2015 Season the open application period will be the month of February and applications shall be submitted to the Community Garden Group via mail to 5405 Fair Elms Avenue, Western Springs, IL 60558 or via email to fairelmscg@gmail.com, labeled ("Attn: Community Garden Program"). Acceptance into the Program for Season 2015 and subsequent seasons shall be governed, in the Garden Association's sole discretion, by (1) a "first to submit, first to be selected" acceptance process or (2) a lottery selection system, which will be noted in the public notice for the Community Garden Program on the Village's website.
- B. Selected Members from a previous season will have first preference on renewing annual planter boxes, and may submit an application during the month of January and may choose either the same planter box or a vacant planter box if one exists ("Preference

Rule"). During March, the Garden Association will assign planter boxes based on the Priority Rule and the Preference Rule set forth above. For applications that are submitted on the same date and at the same time, ties shall be resolved by the Director of Municipal Services by a coin toss.

Attached to this Application are the following exhibits, which contain the terms and conditions that each successful applicant will be subject to as a participant in the Community Garden Program:

- **Exhibit "A"** – Map of the Community Garden Site
- **Exhibit "B"** – Proposed Improvements Plan for the Community Garden Site Prepared by the Garden Association (Site Plan, Design Details and Phasing Schedule)
- **Exhibit "C"** –
 - Rules and Conditions for Membership
 - Warnings for Use of the Community Garden
 - Indemnification, Waiver and Release of Liability

Please complete all lines below (Incomplete or illegible Applications will not be accepted):

Name: _____ Date: _____

Address: _____

Telephone Number: _____ Cell Phone: _____

E-mail Address: _____

Emergency Contact Name and Number: _____

****Please submit completed Membership Pass Application, Rules and Conditions for Membership, Warnings for Use of the Community Garden and Indemnification, Waiver and Release of Liability to:**

Fair Elms Community Garden Association
Attn: Application
5405 Fair Elms Avenue
Western Springs, IL 60558 or
fairelmscg@gmail.com

Exhibit A

5420 Fair Elms Avenue
1807418029

5420 Fair Elms Avenue
1807418030

5417 Fair Elms Avenue
1807419015

5421 Fair Elms Avenue
1807419016

5421 Fair Elms Avenue
1807419030

5425 Fair Elms Avenue
1807419031

5429 Fair Elms Avenue
1807419018

5429 Fair Elms Avenue
1807419032

5433 Fair Elms Avenue
1807419033

1807200051.5

5424 Fair Elms Avenue
1807418031

5424 Fair Elms Avenue
1807418032

5430 Fair Elms Avenue
1807418033

5430 Fair Elms Avenue
1807418034

5430 Fair Elms Avenue
1807418039

5440 Fair Elms Avenue
1807418041

5430 Fair Elms Avenue
1807418040

5440 Fair Elms Avenue
1807418042



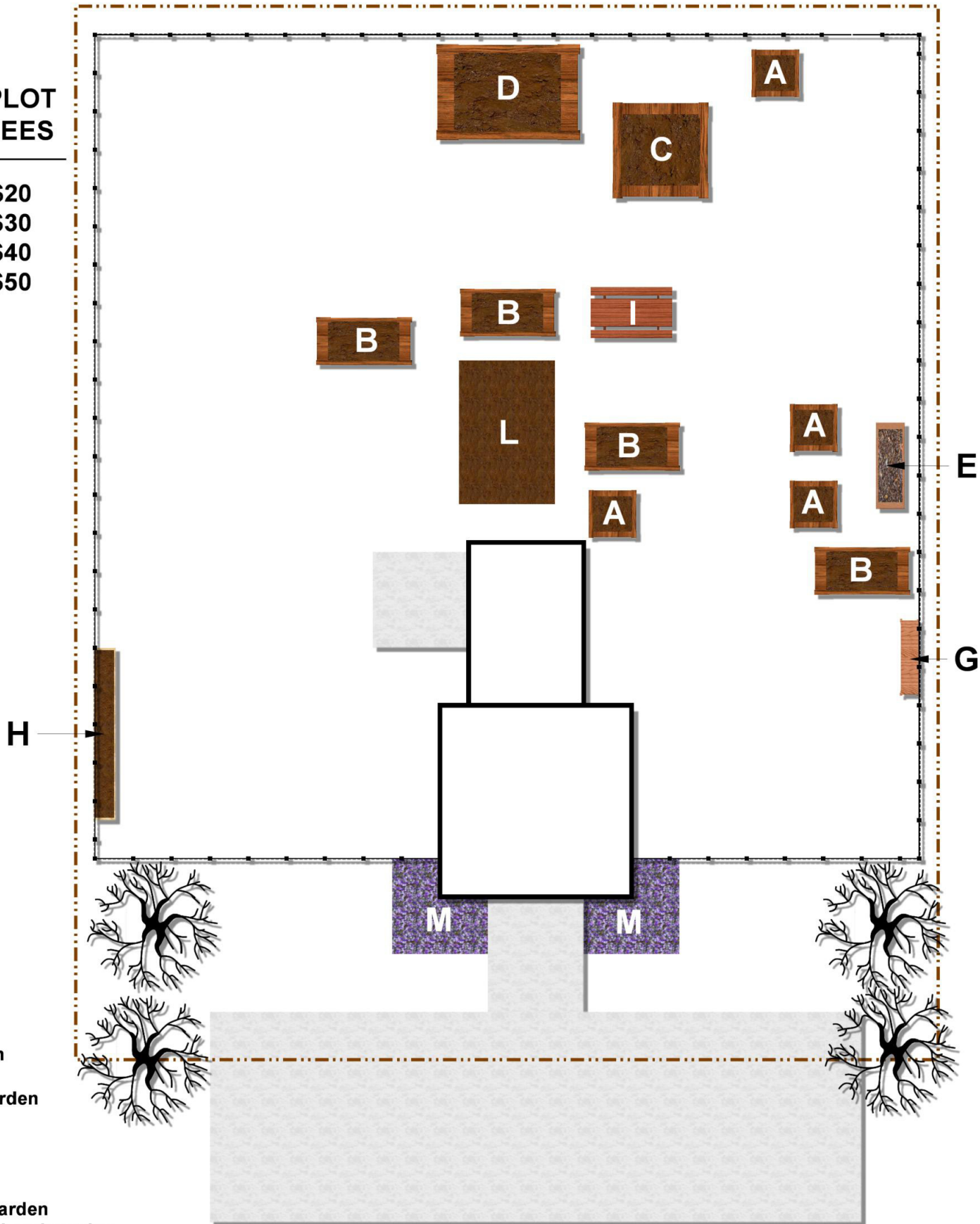
1 inch = 30 feet

EXHIBIT B

ANNUAL PLOT
RENTAL FEES

5'X5': \$20
5'X10': \$30
10'X10': \$40
10'X15': \$50

- A: 5'x5' Plot
B: 5'x10' Plot
C: 10'x10' Plot
D: 10'x15' Plot
E: Compost Bin
F: Cold Frame
G: Tabletop Garden
H: Trellis Plot
I: Picnic Table
J: Bench
K: Shed
L: Childrens' Garden
M: Ornamental Landscaping
N: Bog Garden / Serenity Garden / Water Feature



Community Garden - Phase 1

Exhibit C

Village of Western Springs Community Garden Program 2015 Rules and Conditions for Membership

1. **YOU DO NOT OWN YOUR PLANTER BOX.** You are being given an opportunity to garden a small planter box owned by the Village of Western Springs ("Village"). Use of your planter box is a privilege, not a right. If you do not have time to tend to your planter box in an acceptable manner, please do not request a planter box.
2. **STAY OUT OF OTHER PLANTER BOXES (AND KEEP YOUR CHILDREN OUT OF OTHER PLANTER BOXES) UNLESS SPECIFICALLY INVITED.** Your gardening activity and plant growth must be restricted to your planter box. You may assist another Member in tending to his/her planter box if invited to do so.
3. **DO NOT TAKE OR PICK ANYTHING FROM ANOTHER PLANTER BOX.** You may not remove ANYTHING from another Member's planter box without his/her permission. Theft will not be tolerated and will result in a permanent revocation of Membership privileges.
4. **NO TREES OR SHRUBS ALLOWED.** Plantings in the Community Garden shall be limited to vegetables, other food items, and ornamental (flower) planting only. Nothing may be planted that will grow taller than a cornstalk. Perennials are planted at your own risk.
5. **STANDING TOWERS, FENCES AND WALLS ARE NOT ALLOWED.** Fences, structures, walls, or any construction or assemblage of materials that enclose a planter box or intrudes on another person's planter box is not permitted. Nothing in the planter box may be grown that is higher than a typical cornstalk. Only one side of any planter box can have vertical trellis-like, open, airy structures for supporting climbing vegetables, vines or flowers, but said structures cannot exceed forty-eight (48) inches in height from ground level. Poles, stakes, cages and other supports that are used for supporting plants are allowed but cannot exceed forty-eight (48) inches in height from ground level. Installation of open top wire mesh fencing is permitted for the purpose of protecting the vegetation from animals. **DO NOT ERECT ANYTHING THAT WILL INTERFERE WITH ACCESS TO OR CREATE SHADE ON NEARBY OR ADJACENT PLANTER BOXES.**
6. **YOU MUST MAINTAIN YOUR PLANTER BOX IN AN ACCEPTABLE MANNER.** There is no such thing as inactive gardening. You are expected to actively garden your planter box (digging, sowing, planting, weeding, pruning, watering, harvesting, etc.) at least one hour per week during the growing season.
7. **ABANDONED OR INACTIVE PLANTER BOXES WILL BE CLEARED AND FORFEITED.** A warning letter will be mailed to any Member whose planter box looks untended or is abandoned. Weeds gone to seed are one example of abandonment. In cases of abandonment or failure to maintain, the Village will mail to the Member a written notice to remedy the situation in ten (10) days. If, after ten (10) days, the situation has not been corrected, the planter box will be considered abandoned, and will be cleared or roto-tilled and may be assigned to another Member. No reimbursement for expenses incurred on abandoned planter boxes will be provided.
8. **NO CHEMICAL PESTICIDES ALLOWED.** All gardening activity must be completely, 100% organic. No synthetic/chemical herbicides, pesticides, fungicides or synthetic fertilizers are permitted on the site, including treated wood products used as edges/borders, unless prior approval is obtained from the Village.

9. **NO FERTILIZER ALLOWED.** The use of animal feces, non-vegetable matter (such as meat, fish or dairy), kitty litter, newspapers, grease or other non-organic matter is strictly prohibited.
10. **NO PETS ARE ALLOWED IN THE GARDEN AT ANY TIME.**
11. **YOU MUST WEAR APPROPRIATE SAFETY ATTIRE WHILE GARDENING.** Shirts and closed-toe, low-heeled, rubber sole shoes are required to be worn at all times while gardening.
12. **THERE WILL BE NO SUPERVISION OF THE WESTERN SPRINGS COMMUNITY GARDEN SITE BY THE VILLAGE OR ANY OF ITS EMPLOYEES.**
13. **CLOSELY SUPERVISE YOUR CHILDREN.** Children under the age of 12 years of age should be closely monitored so that they do not wander or enter another gardener's planter box area. Running is not allowed in the garden area.
14. **EACH MEMBER IS RESPONSIBLE FOR WEEDING HIS/HER PLANTER BOX AND THE PATHS AROUND IT.** Planter box borders should be kept to the standard size so as not to encroach on pathways or other planter boxes. Planter box boundaries shall be marked with stakes at the four corners of the planter box. Pathways between planter boxes should be clear. Personal gardening tools/equipment shall not be stored at the Community Garden site. Vegetation from planter boxes should not hang into pathways.
15. **DISPOSE OF YOUR WASTE MATERIALS EACH TIME YOU LEAVE THE GARDEN.** A trash receptacle on the site will be provided for the purposes of disposing of non-plant waste, such as paper, plastic, wire, rope, etc. *Plant waste should be disposed of in the following manner: Shake dirt off the roots and retain soil at the garden site. Dispose of plant waste in the compost pile located on the site.*
16. **DISEASED OR PEST-INFESTED PLANTS SHOULD BE REMOVED.** Ongoing control of pest grasses and weeds is required at all times.
17. **THE VILLAGE IS NOT ABLE TO COMMIT TO PROVIDING A CONSTANT WATER SOURCE AT THE GARDENING SITE.** The Members shall be responsible for watering their plants.
18. **HARVEST ALL RIPE FRUITS AND VEGETABLES ON A DAILY BASIS.**
19. **THE DEADLINE FOR HARVEST OF ALL PLANTS IS NO LATER THAN NOVEMBER 10TH.**
20. **PLANTER BOXES MUST BE CLEARED OF ALL DEAD PLANTS AND PREPARED FOR WINTER NO LATER THAN THE 15TH OF NOVEMBER.** After November 15th, all remaining plants will be mowed and the site may be roto-tilled by the Village. Planting of bulbs, or any other perennials shall be done at your own risk.
21. **TEMPORARY CLOSURE.** The Village reserves the right to temporarily close the Community Garden as needed, without notice, due to emergency reasons or inclement weather, or for maintenance, repairs, or other governmental purposes. The Village shall not be liable or responsible for any damage or losses to any plantings, planter boxes, gardening tools, equipment, supplies or seeds sustained during any temporary closure.
22. **PERMANENT CLOSURE.** The Village reserves the right to terminate the Community Garden Program, upon thirty (30) days' written notice to the Members if the Village, in its discretion, deems it desirable for redevelopment or other governmental purposes. If the Village decides to permanently close the Community Garden site, within the thirty (30) day notice period, the Members will be allowed to remove their plantings, planter boxes and other improvements. The

Village shall not be liable or responsible for any damage or losses to any plantings, planter boxes, gardening tools, equipment, supplies or seeds sustained by a permanent closure.

23. APPLICATION AND ASSIGNMENT OF PLANTER BOXES. The number of eligible applicants who can be accepted to participate in the Community Garden Program is limited by the current number of planter boxes. Acceptance into the Program shall be governed, in the Village's sole discretion, by an open application period with advanced public notice on the Village's website of an application submittal deadline with either (1) a "first to submit, first to be selected" acceptance process or (2) a lottery selection system. However, priority will first be given to Village of Western Springs Residents, then Village of Western Springs Resident Community Groups, then owners of land within the Village, and then to members of the Village of Western Springs Business Community.

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B. Selected Members from a previous season will have first preference on renewing annual planter boxes, and may choose either the same planter box or a vacant planter box if one exists. During February, the Garden Association will assign planter boxes based on the Priority Rule and the Preference Rule set forth above. For applications that are submitted on the same date and at the same time, ties shall be resolved by the Director of Municipal Services by lot (flipping a coin).

24. NO LIABILITY, REIMBURSEMENT OR REPLACEMENT OF PLANTINGS, TOOLS, EQUIPMENT OR SUPPLIES. The Village of Western Springs shall not be liable for or reimburse the cost of or provide any replacement plantings, gardening tools, equipment, supplies or seeds in the event that any Member sustains a loss of such items.

I attest that I am at least eighteen (18) years of age, and that I have read, understand and agree to abide by the above-outlined Rules and Conditions for Membership to the Village of Western Springs Community Garden. I further understand that failure to follow the Rules and Conditions for Membership to the Village of Western Springs Community Garden may result in my garden privileges being revoked and/or my planter box being re-assigned.

Signature of Member

Date

Printed Name: _____

Village of Western Springs Community Garden Program

2015 WARNINGS FOR USE OF THE COMMUNITY GARDEN

THE VILLAGE OF WESTERN SPRINGS COMMUNITY GARDEN IS NOT STAFFED OR SUPERVISED BY ANY EMPLOYEE OR AGENT OF THE VILLAGE OF WESTERN SPRINGS AT ANY TIME.

USE OF THE COMMUNITY GARDEN SITE IS AT YOUR OWN RISK.

In using the Community Garden site, I understand that I am assuming all responsibility and liability for the risks of participating in the Western Springs Community Garden Program. These risks include, but are not limited to:

1. Loss, theft, and/or damage to person, plants and/or personal property brought onto the Community Garden site;
2. Insects, including mosquitoes, ticks, chiggers, fleas, bees, wasps, hornets, spiders may be present and may bite me; and
3. Wild animals in the Community Garden site such as deer, rabbits, geese, birds, skunks, raccoons, opossum, reptiles, rodents, fox, coyotes, feral cats or stray dogs, all of which may cause damage, personal injury, illness, infection and/or death to me.

MEMBERS AND INDIVIDUALS ACCOMPANYING MEMBERS SHALL USE THE COMMUNITY GARDEN SITE ENTIRELY AT THEIR OWN RISK. MEMBERS ARE RESPONSIBLE FOR THEIR OWN PROPERTY AND SAFETY WHILE AT OR ON THE COMMUNITY GARDEN SITE. THE VILLAGE OF WESTERN SPRINGS ASSUMES NO LIABILITY FOR LOSS, DAMAGE, OR ANY KIND OF INJURY, INCLUDING PERSONAL INJURY, LOSS OF PROPERTY, ILLNESS, INFECTION AND/OR DEATH SUSTAINED BY ANY PERSON WHILE USING OR VISITING THE COMMUNITY GARDEN SITE.

The form "Indemnification, Waiver, and Release of Liability" is attached and needs to be executed in addition to this form.

I attest that I am at least eighteen (18) years of age, and have read, understand and agree to the above-outlined Warnings regarding my use of the Village of Western Springs Community Garden.

Signature of Member

Date

Village of Western Springs Community Garden Program

INDEMNIFICATION, WAIVER AND RELEASE OF LIABILITY

I, the undersigned, hereby acknowledge that I have read the foregoing information, and that I have voluntarily applied to participate and use the Western Springs Community Garden. I understand that undertaking gardening activities and being physically present inside the Western Springs Community Garden site necessarily and absolutely involves risks of illness, infection, injury and/or death to myself and my guests and that these risks are entirely my own responsibility. I expressly assume all of these risks.

I FOREVER INDEMNIFY, RELEASE, HOLD HARMLESS, PROMISE NOT TO SUE and WAIVE any claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings, orders, and judgments and all costs and expenses of any kind whatsoever, incurred therewith, including reasonable attorney's fees and costs of defense against the Village of Western Springs, its appointed and elected officials, President, Trustees, its respective agents, officers, attorneys, engineers, employees and volunteers for any and all injury, death, illness, infection, damage or loss to property or person, sustained directly or indirectly caused by my own actions or inactions or any act or omission of the above named parties or third parties in the use or maintenance of the premises at which said gardening activity is conducted.

I further agree to abide by all the Rules and Conditions pertaining to such gardening activity as may be designated by the Village of Western Springs.

I affirmatively state that there is no medical reason why I and/or my guests should not participate in gardening activities at the Western Springs Community Garden site. I agree to assume the risk of injury to me and any individual accompanying me to the Western Springs Community Garden site. I understand that when visiting the Western Springs Community Garden site, I am exposing myself, my guests and my personal property to all manner of damage, injury, illness, infection, and/or loss, including death.

It is my understanding that no agent or employee of the Village of Western Springs will supervise the Community Garden site at any time. I further understand that the Village of Western Springs does not assume any liability for loss, damage or any kind of injury, illness, infection, and/or death sustained by any person while using the Western Springs Community Garden site. I expressly assume all risks associated with using the Western Springs Community Garden site, as well as all fixtures and equipment that I use at the site.

I have carefully read this indemnification, waiver, and release of liability and understand and fully agree with its contents. I have also received a copy of the materials outlining Rules and Conditions for Membership, and I agree to review the Rules and Conditions prior to my first visit to the Western Springs Community Garden site.

I attest that I am at least eighteen (18) years of age; that I have read and understand the foregoing indemnification, waiver, and release of liability, agree with it and intend to be legally bound by its terms.

Signature of Member

Date

Printed Name: _____