



2014 LCCC Community Garden Agreement

Rules:

1. I will notify the Garden Coordinator at LCCC within a week of any address or phone number changes.
2. I will notify Garden Coordinator if I must abandon my plot, regardless of the reason. I understand that all plots are assigned by the Garden Coordinator and are not transferable.
3. Since this is the first year of operation, plots will be offered in the order of paid reservations. The Garden Coordinator considers a gardener's first year of participation in the program a probationary/learning period. Plots will be 6' x 12' and will have an annual fee of \$15.00. Gardeners may rent up to two plots. Dimensions of plots will be determined on an annual basis. The fee is used to purchase tools, hoses, seeds, fertilizer and pay for water and any other items necessary to run the community garden.
4. I will be notified by the Garden Coordinator when the plots are ready for planting. If I have not planted my plot within 14 days of notification, I understand the plot may be forfeited.
5. I agree to maintain my plot, ie., keep it watered, neat, and weed and pest free as much as reasonably possible. If I have not tended my plot for 14 days, it will be forfeited to another gardener. I will notify the Garden Coordinator of vacations, family or health emergencies that will keep me away for more than 14 days.
6. **I will not receive a garden plot next year after my third notice about poor maintenance.**
7. I will not use herbicides or pesticides without first obtaining permission from the Garden Coordinator. I will hand pull weeds and hand pick bugs before asking for chemical control.
8. I do not need to fertilize the plot since LCCC staff adds compost in the spring and does semi-annual soil tests. I can add side dressing throughout the growing season as needed.
9. I understand that tools in the shed are available for use in my plot. I will clean the tools and return them to the shed before I leave the site. I will never remove tools from the community garden for any reason. Failure to clean and replace tools in their storage area will result in loss of use.
10. I will cooperate and help make the overall garden site look neat and clean, including all common areas such as entryways, pathways and fence lines. This includes weeding the pathways between garden plots.
11. I understand that there are water restrictions. Hoses and sprinklers will be available for my use. I may also hand water. I will not leave water turned on for more than one hour and will be considerate of other gardeners when watering. I will wind up the hoses and put them away when done.
12. I will not harvest from other plots without the permission of that plot's gardener. Harvesting from someone else's plot without permission could result in the loss of my community garden plot.
13. I understand the community garden program is primarily for food crops. Annual flowers may be used around the perimeter or to spruce up your garden plot and make it more aesthetically pleasing. However, the primary focus should be growing food crops.
14. I will weigh in all harvested crops. There is a scale and record sheet located in the shed at the community garden. Please bring any surplus harvest into the shed and place in the marked location for distribution to students, garden volunteers or to Needs, Inc, COMEA Shelter, Meals on Wheels or the Salvation Army.

15. I will clear my plot of all plant material (including weeds) and all non-organic materials (wire, string, tags, pavers, rocks, plastic, etc) once my crops are harvested, or the gardening season is over. Please remember there is a compost bin located at the back of the garden to recycle garden waste. Also, please keep weeds and diseased plant material separate from the composted material as it could contaminate the compost. Separate labeled containers will be available for weeds or diseased material.
16. I am encouraged to develop vertical space utilizing a trellis. It is suggested that I try succession planting of crops that mature quickly (radishes). Bush or compact varieties will take up less room than vining crops.
17. I understand that pets and smoking are not allowed within the community garden.
18. I will notify the Garden Coordinator if I see, or have any problems, at the community garden.
19. I will close the shed and lock the gate when I leave the community garden if no other gardener is inside the garden.
20. I will not hold liable the Garden Coordinator, Laramie County Community College or any other person associated with the community garden for any accident, injury or loss that may occur at the garden site.
21. I understand that failure to adhere to this agreement in any way could cause the forfeiture of my community garden plot. I further state that I have read, understand and agree to the provisions of this agreement.

Miscellaneous:

- A. To the fullest extent permitted by law, Gardener agrees to indemnify and hold harmless LCCC, its elected and appointed officials, employees, officers, agents, successors, assignees and volunteers from any and all lawsuits, losses, liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with this Agreement.
- B. LCCC does not waive Governmental/Sovereign Immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to WYO. STAT. ANN. § 1-39-101 (2013) *et seq.*, and all other applicable laws.
- C. LCCC will supply land, water, limited horticultural support, tools and storage, and an environment conducive to learning.
- D. Gardeners are to supply enthusiasm, good citizenship, labor for their plots, seeds and other plant materials.

Name: _____ (Please print)

Address: _____

Phones: _____ (home phone) _____ (cell)

Number in household: _____

I have carefully read the foregoing and acknowledge that I understand, agree and will adhere to all of the above terms and conditions. I have had the opportunity to ask any and all questions regarding this Waiver. I acknowledge that this Agreement is binding upon myself, my heirs, executors, administrators, and representatives in the event of my death or incapacity.

Gardener Signature: _____

Garden Coordinator: _____ Date: _____

Plot location: _____

Distribution: Original to AM-108, Copies to Gardener and Garden Coordinator upon request.