



LARKSPUR

Community Garden Contract

Rules, Terms and Conditions for Participation

INTRODUCTION

1. Larkspur Homeowner's Association, Inc. is the highest governing authority at the Larkspur Community Garden.
2. Breaking any rules, terms, and conditions is cause for exclusion from the garden and loss of your 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 final notification that you have forfeited your garden 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.

RULES, TERMS AND CONDITIONS FOR PARTICIPATION

As a plot holder at the Larkspur Community Garden, I understand and agree to follow these planting and maintenance guidelines:

1. I use this garden at the sole discretion of the Larkspur HOA.
2. The fee for use of the garden is \$30.00 per plot per year (January 1-December 31), due on or before January 1. Fee for half a year after (beginning on July 1 or later) is \$15.00. There are no refunds.
3. I agree to plant within 30 days of receiving my initial plot assignment and cultivate my plot year-round. I understand that if I do not wish to plant a food crop or ornamentals I must plant a cover crop.
4. My plot is 4 x 8 feet. I will not expand my plot beyond this measurement or 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 agree to not raise the height of the plot without approval by the Garden Manager.
5. I must keep my plot free of weeds, pests, and diseases.
6. I will keep my plot, path and surrounding areas clean and neat. I will completely separate my trash into 3 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 areas designated specifically for each. Anything I bring from my home I will take back home after each visit. I will not bring household trash and leave it at the Community Garden.
7. If I have more than one plot, I will give up my additional plots by the end of this gardening year (December 31).
8. I will not plant any illegal plant. I will not smoke, drink alcoholic beverages, or use illegal drugs in the garden. I will not bring weapons or pets or other animals to the garden.
9. 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.



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10. I will not make duplicate keys of any locks at the garden or give my key or lock combination to another person.
11. I will not take anything from the garden that is not rightfully mine.
12. I agree to harvest or donate ripe produce and mature crops. I will harvest only from my plot unless given permission by the plot holder. I will avoid letting product rot and go to waste.
13. I will plant crops and decorate my plot in a manner that does not unreasonably encroach into another gardener's space or access to sunlight.
14. I agree to the Community Gardens composting procedures.
15. I will water wisely and return and replace the hose to the hose stand for the next gardener to use.
16. I agree to show consideration for my fellow gardeners, garden property, and the community at large.
17. If I am temporarily unable to work my plot due to illness, work, etc. I will immediately notify the Board.
18. I will notify the Board immediately if I must permanently abandon my plot for any reason.
19. I understand that the success or longevity of the Larkspur Community Garden or individual plots cannot be guaranteed.
20. I agree to follow the organic requirements as set forth in the Larkspur Gardeners Guidelines including the following:
 - a. I agree to use only organic soil, fertilizer, compost and mulch.
 - b. I will use organic seeds and transplants whenever possible.
 - c. I agree that I will not use non-organic herbicides, pesticides, insecticides, or fungicides.
 - d. I agree to use non-toxic materials for any decoration of the plot.
21. I agree to not modify the existing garden plot including raising the height without approval by the HOA.
22. I understand and agree to fulfill the 6 hours per year volunteer requirement. The Garden holds workdays as needed and members volunteer time towards general garden upkeep and other Community Garden projects.
23. I agree to provide my own tools, seed, soil amendments, and other items for my plot.
24. I agree to keep the garden gates closed.
25. I agree that if I am the last one out that I will latch the gate.
26. I forfeit my right to sue the owner of the property and/or garden manager.

COMMITMENT

I have read and understand the terms and liability agreement above and my signature below signifies that I agree to follow the terms set forth.

Signed: _____ Date: _____
Gardener

Approved: _____ Date: _____
Garden Manager



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Community Garden Garden Plot Application

Please fill out your information below. Please check the box that acknowledges that you have read and agree with the Rules, Terms and Conditions for Participation.

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Work Phone: _____

Email Address: _____

Date: _____

The following people may cultivate and harvest crops from my plot:
(be sure to include other members of your household.)

We, the undersigned, hereby agree to hold harmless the Larkspur Community Garden, The Garden Manager, the Board of Directors for any damage. Loss, liability, claim, demand, suit, cost and expense directly or indirectly resulting from, arising out of or in connection with the use of the Larkspur Community Garden by the garden group, members, successors, assigns, employees, agents and invites.