



Agápē Community Garden Contract 2024 (Half-Sized)

Rules, Terms and Conditions for Participation

Mission Statement

The Agápē Community Garden strives to be a conduit for community connectedness through relationship building, promoting healthful living, helping our neighbors, and inspiring personal growth.

Rules, Terms, and Conditions for Participation

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

1. I use this garden at the sole discretion of Agápē Community Garden. I agree to abide by its policies and practices.
2. The fee for the use of the garden is \$25 per plot, due on or before May 11, 2024. There are no refunds for the plot fee. The plot fee may increase in future years.
3. A \$10 clean-up fee is also due on or before May 11, 2024; if my assigned plot is cleaned up at the end of season, no later than November 10, 2024, I will be refunded the \$10 clean-up fee or will ask that Agápē Community Garden maintains the fee for the next garden year.
4. My garden plot rental fee is non-transferrable. I will not let anyone other than the pre-approved gardeners indicated on my registration form garden here unless agreement is received from Agápē Community Garden director.
5. Once I have been assigned a plot, I will cultivate and plant it within two weeks of the May 11, 2024, opening day. I will garden throughout the season. My plot cannot be left fallow or unused for any period of three weeks or longer, more than one time a year.
6. My plot is 8 square feet and is within a raised garden bed. I will not expand my plot beyond this raised bed 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 must keep my plot free of weeds, pests and diseases.
7. I will not plant or grow marijuana within Agápē Community Garden.
8. I will not plant any illegal plant. 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.
9. The garden director may assign me general garden maintenance tasks each month, and I must complete them by the end of the month in which I am assigned them.

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10. My 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.
11. Anything I bring from my home I will take back home. I will not bring household trash and leave it at Agápē Community Garden. Furthermore, I will keep my plot, paths, and surrounding areas clean and neat. I will completely separate my trash into three groups and will dispose of the items in specifically designated areas:
 1. Dead plants, leaves, and other green waste plant parts;
 2. Trash; and
 3. Recyclables.
12. I will water my plot according to water-wise guidelines.
13. I will not apply any pesticides in the garden without the approval of the garden director.
14. I will leave any communal gardening items at the garden, including tools, harvesting baskets, hoses, or other items.
15. I will not take food or plants from other gardeners' plots. I will not take anything from the garden that is not contractually mine without permission from the owner.
16. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.
17. 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.

The Enumclaw Nazarene Church is the highest governing authority at Agápē Community Garden. Breaking any rules, terms, and conditions is cause for exclusion from the garden and loss of your plot.

1. I will receive one verbal warning from the garden director.
2. If no response or correction has been made, I will receive written notice two weeks later.
3. In another two weeks, if no response or correction has been made, I will receive written final notification that I have forfeited your gardening privileges and plot.
4. I will be allowed to reapply for another garden plot only after one year, and only at the discretion of the garden director.

In the event that I or my guests cause bodily harm, property damage, or physical threat, I may be subject to exclusion immediately from the garden, including forfeiting my plot and my deposit.

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Release of All Claims

I, _____, am a participant in Agápē Community Garden. As a condition of being allowed to participate in Agápē Community Garden at Enumclaw Nazarene Church, I agree to the following:

1. **Awareness Risk.** I am duly aware of the risks and hazards that may arise through participation in the Community Garden. The risks could be caused by me, other gardeners, or representatives of the Enumclaw Nazarene Church. The risks could also come from the condition of the land where Agápē Community Garden is located, or the equipment and tools available at the garden, or the weather or other environmental or local conditions. I understand that hazardous conditions may exist at Agápē Community Garden and that other gardeners may be unskilled. I assume any expenses and liabilities I incur in the event of an accident, illness or other incapacity. If I have had any questions about Agápē Community Garden Community Garden, its nature, risks or hazards, I will contact the garden director and discuss those questions.
2. **Assumption of Risk and Waiver and Release of Claims.** In exchange for my right to participate in Agápē Community Garden, I agree to take on the risk of harm even if the potential harm is caused by someone else. I also agree to waive any right I have to sue or otherwise collect money from the Enumclaw Nazarene Church, its board members, employees, volunteers, or anyone acting on their behalf for any losses or damages resulting from death, injury, or property damage to me, anyone else, or any property that occurs while I or my guests are in Agápē Community Garden. I understand that the Enumclaw Nazarene Church and Agápē Community Garden director will not permit me to participate in the garden without agreement to these waivers and releases.
3. **Medical Care Waiver.** I give up any right to sue or otherwise collect money from the released parties arising out of any first aid, treatment or medical service, including the lack of such or timing of such, given in connection with my participation in Agápē Community Garden. I understand that I am not covered by or eligible for any insurance, health care, workers' compensation, or any other benefits maintained by the Enumclaw Nazarene Church.
4. **Indemnification.** I am responsible for any damages or losses suffered by the Enumclaw Nazarene Church and Agápē Community Garden that are caused by my or my guests' actions.
5. **Publicity.** I agree to allow Agápē Community Garden and Enumclaw Nazarene Church to use any photographs, interviews, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of me or my guests that they or others may create in connection with my or my guests' participation in Agápē Community Garden. I agree that I do not have to inspect or approve the finished product and that I am not entitled to any compensation for the finished product.
6. **Failure to Comply with Agreement or Garden Rules.** I confirm that I have read a copy of Agápē Community Garden Rules attached to this

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agreement and that I will comply with them. If I fail to obey the agreement or the rules, Agápē Community Garden may terminate the right to my garden plot and my access to Agápē Community Garden.

I represent and certify that my true age is either 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, I fully understand it, and I agree to be legally bound by it.

Gardener Printed Name: _____

Gardener Signed Name: _____

Date: _____

[If Gardener is under the age of 18]

Parent or Guardian Printed Name: _____

Parent or Guardian Signed Name: _____

Parent or Guardian Phone Number: _____

Date: _____

Approved:

Garden Manager Printed Name: _____

Garden Manager Signed Name: _____

Date: _____