



MISSION STATEMENT

To enhance the quality of life of Gooding County residents by creating and sustaining individual garden plots that foster horticulture education, environmental stewardship, and recreation; and by growing community garden spaces to contribute produce to local food pantries.

GARDEN RULES

1. Garden plot assignments will be made by the garden manager. Preference for next year's plots will be given to the previous year's participants first, as long as their plot was maintained throughout the season and cleaned up at the end of the season.
2. Each gardener must complete AND SIGN ALL FORMS and PAY ALL FEES IN FULL before the season begins and before any work in their garden plot can begin.
3. Garden plots are assigned to one person only and are not transferable. Others may garden in your plot, but the responsibility for fee payment, cleanup, and other duties at the plot and community garden will be the responsibility of the individual whose name is assigned to the plot.
4. The application of herbicides (weed killers) to the garden plots is prohibited.
5. Park only in designated areas (*behind the USDA building*).
6. Plots that are unplanted by **June 15th** are assumed abandoned and will be forfeited without a refund. Plots not planted will be reassigned.
7. Each gardener is responsible for the maintenance and upkeep of their garden plot. Watering, weeding, harvesting and any other garden related maintenance are all the responsibility of the gardener.

However, gardeners may arrange for other gardeners to water their plots. Notify the garden manager if you are no longer able to tend your plot; will be absent for a long period of time; or have asked a friend to tend your garden.

8. Garden plots should be cared for AT LEAST ONCE A WEEK. It is the gardener's responsibility to notify the garden manager if he or she is not able to care for their plot in any given week. If any plot remains unattended for more than three weeks that plot is considered abandoned and will be reassigned or maintained and harvested by garden management.
9. Gardeners who abandon their plots will not be permitted to use a plot the following year. Gardeners may access the tools from the storage shed. We have a limited number of tools, hoses and watering equipment. Please take good care of these items so others may use them. Clean each item after use and return it to the shed where it was found.
10. All gardeners shall treat the garden, other gardeners, neighbors, and visitors with respect and consideration. Verbal or physical harassment is not permitted and will result in expulsion from the garden.
11. Please use headphones if you wish to listen to music etc. while gardening.
12. At the end of the growing season, gardeners are responsible for clearing their plot of all plant material and any items they have brought to use for their garden (tires, stakes, etc.) and leaving the plot as they found it in the Spring. Abandoned items will become property of the community garden unless an agreement is established with the garden manager to leave it for the next year. If a plot is not cleaned by the deadline given by the garden manager the plot will not be available for the gardener the following season.
13. Remember that this is a community garden and be courteous in all interactions with other gardeners and compromise together to resolve disagreements.
14. Harvesting from garden plots other than your own will result in expulsion.

15. Theft or vandalism of anything on the community garden property is not permitted. This will result in a police report and denial of access to the community garden. Your garden plot will be considered abandoned. Video surveillance is checked regularly. If you are a witness to vandalism or theft, notify the garden manager immediately.
16. The consumption or possession of alcohol, tobacco, or other substances on community garden property will result in expulsion.

If you have any questions, suggestions, or complaints, please contact the garden manager.

CONTACT INFORMATION

Keep the garden manager advised of your current address, email address, and telephone number.

VISITORS

Family members are welcome to the garden site.

Children are always welcome in the garden but must be accompanied by an adult and supervised at all times. Children are encouraged to assist in caring for the plot rather than running around. Please keep children out of others' garden plots and away from fruit trees. Please be sure to instruct children to use the pathways to explore the garden.

Dogs and other pets are not allowed at the community garden. If you have a service animal please make arrangements with the garden manager for an exception to this rule.

COMMUNITY SERVICE & VOLUNTEER WORK

Gardeners understand that this is a community garden, and in order for it to succeed, gardener support is needed to maintain the site, manage compost, maintain equipment, plan and execute produce giveaways, help keep the site picked up from debris, and plan events.

Gardeners agree to participate in general garden maintenance, garden construction, and/or committee work of at least four hours per month.

Gardeners are encouraged to work together as a group on communal

aspects of the garden for four hours at the beginning of the planting season.

Gardeners will participate in garden activities and events including but not limited to clean-up days and preparation for special events and fundraising events.

Gardeners will participate in the Spring and Fall cleanups of the garden. Gardeners will participate to the best of their ability in group work days. Failure to participate in work days may result in losing your garden plot.

We request that all members volunteer their time for general maintenance (especially of adjacent walkways) to keep the garden site maintained. The use of the site is contingent on our ability to keep it looking good. The garden manager will communicate chores that need to be completed via a group text message.

Crops must be harvested once they mature. If you do not feel you can use all of them please consider donating them to others in need (shelters, assisted living centers, etc.). Please let the garden manager know if you have more than you can use.

Please record the weight of produce donated and the name of the charity as this will help us secure grants in the future. A hanging scale and clipboard for recording weights are in the shed.

PLOT USE AND MAINTENANCE

Vegetables, herbs, flowers, and small fruit plants for home consumption and donation are appropriate. It is not acceptable to allow produce to rot. Gardeners are responsible for keeping their plot gardened, cover-cropped or mulched. Weedy plots are subject to warning and forfeiture. The growing season is approximately May through September.

After the first frost all dead plants, weeds and stakes must be removed from the plot.

Gardeners agree to keep trash out of their plots, as well as out of adjacent

pathways and fences.

Gardeners agree that nothing taller than 8' in shall be in their plot. No large structures, large perennial plants, or large collections of non-plant items are allowed. Gardeners shall not plant or erect structures in their plots that shade or in any way impede the growth in other plots.

Gardeners will not use fertilizers or insecticides that will in any way affect other plots or when rain is forecast.

WEEDS AND DISEASE

Gardeners agree to keep the garden plot and edges free of weeds, diseased plants, insect-infested plants and over-ripe vegetables.

Diseased and infected plants must be removed from the garden and disposed of properly. **DO NOT PUT THESE ITEMS IN THE COMPOST AREA.**

Keep your garden neatly weeded on a regular basis. Weeds are a major complaint of neighbors and other gardeners, and are the leading cause of plot forfeiture. Gardeners agree to keep weeds at a minimum and maintain the walkways immediately surrounding their plots free of weeds.

Please dispose of weeds and plant materials in designated compost areas.

Mulch with organic materials to reduce water evaporation and unwanted weeds. Wood chips are not permitted in garden plots.

PATHS AND BORDERS

Maintain the paths adjacent to your plot. Remove weeds and trash and add wood chips when necessary.

Gardening activity and plant growth must be restricted to the gardener's designated plot and the common planting areas. Please prevent vegetation from attacking paths and adjacent plots. When planting near paths, leave adequate space for plant growth.

The assigned garden plots have been established with access paths between them to provide access for all gardeners. Access paths should be

4 feet wide.

Paths must be free of garden materials and debris.

WATERING

Please be mindful of conserving water. Consider using drip lines or soaker hoses to water your plot.

Mulch with leaves, grass clippings, or straw to reduce water evaporation.

Gardeners need to be diligent in shutting the water off after their use if there is no timer installed on their faucet.

Gardeners must report all leaks to the garden manager.

Water hoses must not cross other plots and must be attended while in use. Water sprinklers are not permitted in the garden.

Please help avoid water loss in the aisles and be considerate of other waiting gardeners.

Please refrain from watering your garden with an open-ended hose. The use of a hose nozzle will conserve water and maintain sufficient water pressure for other gardeners.

Unattended watering is not permitted. Keep hoses neatly coiled near the hydrants.

COMPOST AND TRASH

Gardeners agree to keep trash and litter cleaned from their plots, as well as from adjacent pathways and fences. Please remove all refuse that is not composted.

Plant material is not allowed in the trash bin unless it is unsuitable for composting.

The compost pile should only be used for compost. **KEEP TRASH OUT OF THE COMPOST PILE.**

Do not put plant material with diseases, insect infestations, or weed seeds

in the compost.

TOOLS AND OTHER MATERIALS

Take care of tools. When you are finished with your work, clean and replace the tools in the shed. Neatly coil hoses next to the hydrant. Keep the shed building safe by keeping it free of clutter.

Tools are not to be taken away from the garden. Report broken or damaged tools to the garden manager for maintenance.

Gardeners agree to replace any tools they have broken or damaged beyond repair immediately. Report any of these occurrences to the garden manager.

GENERAL

Keep the garden attractive and safe for all.

Any changes to the rules must be approved by the garden manager.

Complaints, policies, and mediations are the responsibility of the garden manager, with the garden manager having final authority.

Compliance with the above regulations will allow all gardeners to have an enjoyable and prosperous garden. Failure to comply with the above regulations may result in a loss of future gardening privileges.

GARDEN APPLICATION AND CONTRACT AGREEMENT

Please complete and sign this page and submit to the garden manager for assignment of a garden plot. All applications must be reviewed and approved by the garden manager before any plot assignment has been made. All fees must be paid prior to any gardening being done on assigned plots

Gardener Name _____ Date of Birth _____

Address _____

Phone _____ Email _____

Guests Assisting with Gardening

_____	_____
_____	_____
_____	_____
_____	_____

A gardening plot fee of \$30 has been attached to this application or paid to the garden manager prior to submitting this application. Initial here _____

I have read and agree to abide by the above garden rules and policies. I understand that failure to abide by these rules will result in forfeiture of my gardening privileges.

I agree that my gardening fee is non-refundable. I understand that I will not get a refund or reimbursement for my expenses, or any other payment if I decide not to garden or if the garden manager terminates my right to garden, even if I spend a lot of time and money on my assigned garden plot. I understand that only I and no one else, including my family, has any rights under this contract.

I understand that participating in the Gooding Community Garden has a

risk of death or injury to myself or my guests and damage to my personal property. The risks could be caused by me, other gardeners, the Sponsor, or the owner of the property on which the Garden is located (referred to as "Landowner.") The risks could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. I also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.

In exchange for my right to participate in the Garden, I agree to take on the risk of harm even if the potential harm is caused by someone else. (In legal terms, I agree to "assume the risk.") I also agree to give up ("waive") any right I may have to sue or otherwise attempt to collect money from the Landowner, Sponsor, their board members, employees, volunteers, or anyone acting on their behalf (referred to altogether as "Released Parties") 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 the Garden. (In legal terms, I "waive and release all claims" against the Released Parties.) I understand that the Sponsor would not permit me to participate in the Garden without agreeing to these waivers and releases.

I give up any right to sue or otherwise attempt to collect money from ("waive and release any claim 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 the Garden. I understand that I am not covered by or eligible for any insurance, health care, workers' compensation, or any other benefits maintained by Sponsor.

I am responsible for any damages or losses suffered by the Sponsor that are caused by mine or my guests' actions. (In legal terms, I agree to indemnify and hold the Released Parties harmless.)

I agree to allow the Garden or the Landowner 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 we or others may create in connection with mine or my guest's participation in the

Garden. I agree that I do not have to inspect or approve the finished project and I am not entitled to any compensation for the finished product.

I confirm that I have read a copy of the Garden Rules attached to this Agreement and I will comply with them. If I fail to obey the Agreement or the Garden Rules, my right to my garden will terminate.

If the Landowner terminates our Lease for the land where the Garden is located, my right to garden will end. The Landowner can terminate our Lease at any time. I will be notified if the Landowner terminates the Lease.

If any part of this Agreement is ineffective, the remaining portions of the Agreement remain in effect. Any changes to this Agreement have to be in writing and signed by me and the Sponsor.

I understand that this Agreement gives the Landowner a right to enforce certain parts of this Agreement against me by going to court. (In legal terms, the Landowner is an “express third-party beneficiary.”)

I understand that neither Gooding Soil Conservation District nor the Gooding Community Garden Project are responsible for my actions. I therefore agree to hold them harmless of any liability, damage, loss or claim that occurs in connection with use of the garden by me or any of my guests.

By signing this document, I agree to the terms as outlined in said document.

Printed Name _____

Signature _____

Date _____