

## **SHEARWATER COMMUNITY GARDEN CONTRACT**

### ***Introduction***

*The Shearwater Community Garden is owned and operated by the Trout Creek Community Development District ("District"). If accepted as a Gardener, I agree to abide by the rules, terms and conditions established by the District and provided for herein. Breaking any rules, terms, and conditions is cause for exclusion from the Garden and loss of gardening privileges.*

### **Set Up and Clean Up**

1. I am responsible for the maintenance and upkeep of my plot, including providing my own seeds, plants, fertilizers and any tools not provided by the District.
2. Once I have been assigned a plot, I will cultivate and plant it within two weeks. I will regularly garden during the term of the Garden Contract, within the hours of dawn until dusk. My plot cannot be left fallow or unused for any period of three weeks or longer.
3. I understand that my plot is \_\_\_\_\_ 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 will not place any permanent structures in my plot, and will ensure that temporary structures do not shade other plots.
4. I will keep my plot, paths, and surrounding areas clean and neat. I will completely separate my trash into two groups: 1) dead plants, leaves, and other green waste plant parts for compost; and 2) all other trash. Compost will be placed in the compost pile provided by the District. I will remove all other trash off-site.
5. I will perform a clean-up of my plot at the end of the term of the Garden Contract. Clean up includes removing all plants, roots, weeds and other debris from the plot and leaving the plot in a smoothly raked condition. I will also be responsible for participating in a community event at the end of the season to clean and sharpen all community tools as well as organize the storage shed.

### **Gardener Responsibilities**

1. I may plant vegetables, fruits and flowers. I will not plant any illegal plant. Additionally, if an item is listed on the "do not grow" list, I agree not to grow these items in my plot.
2. I agree to keep my plot free of weeds, pests and diseases. I will not apply pesticides in the garden without approval of the Garden Manager. I will only use organic or natural insecticides, pesticides, herbicides, weed killers, fungicides, or weed repellants.

Note that USDA approved products are allowed and encouraged in the Garden. See link attached for a complete list: [https://www.omri.org/sites/default/files/opl\\_pdf/CropByCategory-NOP.pdf](https://www.omri.org/sites/default/files/opl_pdf/CropByCategory-NOP.pdf)

### **Courtesy of Others**

1. I will work to keep the garden a happy, secure, and enjoyable place where all participants can garden and socialize in a neighborly manner.
2. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.
3. 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.

4. I will not take food, plants or tools from other gardeners' plots.
5. I understand that my guests and visitors, including children, may enter the garden only if I accompany them. They must follow all rules, terms, and conditions stated herein. I will supervise my children at all times when they are in the garden. I am solely responsible for the behavior of my guests.
6. I will not keep any personal property (including tools) on any plot or in the Garden. If I leave personal property in the plot after termination of participation in the Garden, the District may keep or dispose of the abandoned property.

#### Other Regulations

1. The fee for the garden is per plot \_\_\_\_\_, per year (September 1 – June 30), due on or before September 1. There are no refunds.
2. I will attend the required orientation provided by the District prior to planting of my plot.
3. The District may provide common use tools. I will return the Common Tools when not in use. I agree to properly clean Common Tools after each use. The use of power tools, such as those that require gasoline, batteries or electricity are prohibited.
4. The Garden is used for personal, non-commercial use only; I will not sell any produce or flowers grown in the Garden, unless otherwise approved by the District.
5. I will not make duplicate keys of any locks at the garden or give my key or lock combination to another person.
6. I will comply with all applicable local, state and federal laws.

#### Suspension of Privileges

1. You will receive one verbal warning from the Garden Manager for non-compliance with the Garden Contract.
2. If no response or correction has been made in two weeks, you will receive written notice.
3. In another two weeks, if no response or correction has been made, you will receive written final notification that you have forfeited your gardening privileges and plot.
4. You will be allowed to reapply for another garden plot only after one year, and only at the discretion of the Garden Manager.

#### **Commitment**

*I have read and understand the Garden Contract and accept these rules, terms, and conditions for the participation in the Shearwater Community Garden. I hereby agree to hold the District harmless from any and all liability for injuries, theft, or property damage of any nature arising out of the use of the Shearwater Community Garden.*

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Gardener

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Garden Manager