



## CITY OF LOMA LINDA COMMUNITY GARDEN PARTICIPATION AGREEMENT

(Please Print)

Participant Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Site Number \_\_\_\_\_

Applicant agrees to maintain the assigned site(s) in good condition and to comply with all Garden rules as posted by the Garden Advisory Board and all ordinances of the City of Loma Linda.

Applicant has sole rights to all products grown on assigned site(s) and agrees to respect the rights of others occupying sites in the garden.

Applicant agrees to defend, hold harmless and indemnify the Community Garden Advisory Board, City of Loma Linda, their members, employees, officers and volunteers from any liability for injury to persons or property damages as a result of participation in the community garden project and agrees to be liable to said City for any and all damages to any equipment, building or facility owned by the City, which result from the activity of the applicant.

Applicant agrees that the Garden Advisory Board has the right to cancel this agreement at any time.

Applicant acknowledges receipt of the Community Garden Rules and agrees to comply with all rules as stated.

I understand and agree to comply with all rules and conditions of this agreement.

Signature \_\_\_\_\_

Date \_\_\_\_\_

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, \_\_\_\_\_, fully understand that my participation in the Community Garden and/or Tool Lending Library (hereinafter "activity") exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in this activity and agree to assume any such risks to myself or any family member participating with me.

I hereby release, discharge and agree not to sue the City of Loma Linda and the Loma Linda Redevelopment Agency and their officers, employees and volunteers (hereinafter "City") for any injury, death or damage to or loss of personal property arising out of, or in connection with, my and my family's participation in the activity from whatever cause, including the active or passive negligence of the City or any other participants in the activity.

In consideration for being permitted to participate in the activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City from any and all claims, demands, actions or suits arising out of or in connection with my or my family's participation in the activity.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

DATED: \_\_\_\_\_, 20\_\_\_\_\_

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(signature)



## CITY OF LOMA LINDA COMMUNITY GARDEN RULES

### ADMINISTRATION

1. The City of Loma Linda shall establish the Garden Rules and the Garden Advisory Board shall recommend any changes or amendments to the rules as needed.
2. The Community Garden Advisory Board shall consist of 2 City of Loma Linda staff members and no more than (3) designated volunteers.
3. Garden Rules may be amended at any time by a majority vote of the Advisory Board pending approval of the City Manager. All decisions of the City are final.
4. The Garden Manager will be a City of Loma Linda employee, a member of the Garden Advisory Board and responsible for administering the garden program and enforcing the Garden Rules.
5. Participant grievances will be presented to the Advisory Board. Participants may appeal the decision of the Garden Advisory Board to the City Manager, however, that decision will be final.

### OPERATION

1. The gardener participation fee is \$20.00 per site and is non refundable. If one chooses to only garden either the spring/summer season or the fall/winter season, please keep the site free of weeds during the vacancy time.
2. Individual and group participants must maintain designated garden areas in accordance with the Garden Rules. Failure to comply will

- result in the issuance of a Letter of Correction. Failure to correct the situation within 2 weeks can result in cancellation of garden privileges without refund of participation deposit fee.
3. Garden areas must be cultivated within 2 weeks of assignment. Weeds must be kept clear of the garden area and the immediate surrounding pathways. Neglect of the designated garden area is cause for garden privileges to be cancelled with no refund of participation deposit fee.
  4. Trees and invasive plants such as sugar cane, morning glory and any other invasive plant may not be planted.
  5. No illegal plants can be cultivated in the garden. No illegal substances, firearms or alcoholic beverages can be brought to the garden premises. Gambling or other illegal activities will not take place in the garden. Violation of any portion of this rule will result in immediate cancellation of garden privileges with no refund of participation fee.
  6. Children under the age of 14 must be supervised on premises at all times.
  7. Pets are not allowed at the garden except those assisting handicapped person.
  8. Water is provided by the City of Loma Linda and is not to be wasted. Gardeners are permitted to use any reasonable watering system provided flooding of surrounding pathways and adjacent garden areas do not occur. Please be water wise.
  9. No ponds or standing water of any kind are allowed.
  10. Organic gardening is encouraged. Illegal chemicals may not be used on garden property. Inappropriate use of legal agricultural chemicals possesses health threat to all. All manufacturer directions must be followed.
  11. No structures of any kind may be erected without the written consent of the City. Temporary trellis is acceptable within the garden site.

12. Garden vandalism and/or theft will not be tolerated. Either act will be cause for immediate cancellation of all garden privileges without refund of participation fee. Accusations of gardener misconduct, vandalism or theft will be considered by the City in private session and its decision shall be final.
13. The garden and the garden shed are to be kept locked at all times. The garden shed and garden gate will have a lock and all gardeners will be provided a key. All materials used must be returned to the garden shed before leaving the garden.
14. Pathways must not be blocked at any time.
15. Only wastes and/or debris originating in the garden can be dumped in the garden dumpster.
16. Gardening for commercial purposes is not allowed.
17. Garden areas may not be transferred, traded or sublet without approval from the Garden Manager.
18. Failure to abide by any Garden Rule is cause for cancellation of garden privileges without refund of participation deposit fee.
19. The hours of operation are from sun-up to dusk.
20. The City of Loma Linda will not be responsible for any loss of personal property or any physical damage that occurs during the use of the garden.