



# College Area Community Garden

You can also apply, donate, pay fees and dues, etc. online @ [www.collegeareagarden.org](http://www.collegeareagarden.org)

## Gardener's Application and Agreement On Garden Use, Waiver of Liability, Release and Indemnification

Gardener Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

City and State: \_\_\_\_\_

Phone/other Contact Information: \_\_\_\_\_

Phone: \_\_\_\_\_

Welcome to the College Area Community Garden (the "Garden"), a nonprofit association. This document is the Garden's legal contract with the Gardener ("You") and your co-Gardeners, if any.

### 1. TEMPORARY RIGHT TO GARDEN

**1.1 Membership Fee.** By signing this document, you agree to pay a *minimum* annual membership fee of **\$ 50.00 USD, due with this application.** This makes you a voting member of CACG (a "Gardener"). **If you also sign up and pay for a bed/space** (Sect. 1.2 below), you may then use the Common Tools, electricity and water for gardening, and make use of composting, waste disposal and such other facilities as CACG may create.

**1.2 Optional Bed/Space Lease** Yes No ***When advised that a bed/space is available to you,*** you agree to pay a monthly bed/space leasing fee of \$\_\_\_\_\_ to use Bed (s)# \_\_\_\_\_ [total sq. ft. is approx..\_\_\_\_\_] payable in full for one year (unless other arrangements are made) , and in advance, for the following time period:

From \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_  
Month and Day Year Month and Day Year

The bed/space lease is renewable at the sole discretion of the Garden. You understand that the Garden may increase the fee during future lease periods. When assigned, the location of your bed/space will be identified on the official Garden map. Please do not apply for a bed/space until you hear from us that one is available.

**1.2.1 Designation of Co-Gardeners (non-voting Members of CACG).** You hereby designate the following people (up to 4) as Co-Gardeners, allowed to garden your bed/space with or without your presence. You may remove them at any time by striking a line through their name:

_____	_____		_____	_____
Name	Signature		Name	Signature
_____	_____		_____	_____
Name	Signature		Name	Signature

All Co-Gardeners must give their names and signatures above, are collectively and severally bound by this Agreement, and agree that you are the designated contact for all business correspondence from the Garden. Co-Gardeners under 18 must work with you or with one of your Co-Gardeners who is over 18.

**1.3 No Refund.** You understand that leasing fees and any expenditures you or your Co-Gardeners make on your bed/space or on the Garden are non-reimbursable, even if the Garden terminates all of your right to garden the bed/space. You understand that only you and your Co-Gardeners have any rights under this Agreement.

**1.4 No Transfers.** No one other than you and your indicated Co-Gardeners is allowed onto the bed/space, nor to use any Garden equipment or access non-public areas of the Garden, without a specific written agreement with the Garden.

## 2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

**2.1 Awareness of Risk.** You and your Co-Gardeners (“you all”) understand that participating in the Garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by any of you, other gardeners, the Garden, or the owner of the property on which the Garden is located (the “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, the weather, or other environmental or local conditions. You all understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.

**2.2 Assumption of Risk and Waiver and Release of Claims.** You all agree to assume the risk of harm even if the potential harm is caused by someone else. You all waive and release all claims against the Landowner, Garden, the Garden’s board members, employees, volunteers, other Garden members, anyone acting on the Garden’s behalf, San Diego State University (SDSU), any subsidiary organizations of SDSU, and their officers, employees, agents, and assigns (all of which are referred to hereinafter as the “Released Parties”) for any losses, or damages resulting from death, injury, or property damage to any of you or to any property that occurs while any of you is in the Garden.

**2.3 Medical Care Waiver.** You all waive and release any claim against 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 any of your participation in the Garden. You all understand that none of you is covered by or eligible for any insurance, health care, workers’ compensation, or any other benefits maintained by Garden.

**2.4 Indemnification.** You all agree to hold the Released Parties harmless for any damages or losses suffered by any of you, or by your guests, that are caused by the Released Parties’ actions; and further, you all agree to indemnify and pay all Released Parties’ attorneys’ fees and related costs defending against any such claims of damage or loss.

**2.5 Publicity.** You all agree to allow the Garden or the Landowner to take photographs , videotapes, film or other visual or auditory recordings of any of you in connection with your or your guest’s participation in the Garden, and to publish these and any interviews that any of you may grant in any medium including the Internet. You all agree that the finished project does not depend on any of your inspection or approval, and that none of you is entitled to any compensation for said product.

## 3. TERMINATION

**3.1 Failure to Comply with Agreement or Garden Rules.** You all confirm that you have read a copy of the Garden Rules attached to this Agreement and that each of you will comply with them. If you or any of your Co-Gardeners fail to follow this Agreement or the Garden Guidelines, the Garden can terminate your right to garden the bed/space. If your right to garden the bed/space is terminated, so is the right of all your Co-Gardeners. Prior to terminating your privileges, you will be notified in writing at the email or physical address indicated above, with a statement of the grounds for the proposed termination. If the problem is not promptly corrected, or if satisfactory arrangements are not made with the Garden for the correction of the problem, your bed/space will be considered open and available for reassignment to others. The Garden may be contacted at the address/E-mail/phone listed above with any questions or concerns.

**3.2 Termination of Lease.** If the Landowner terminates the Garden’s Lease for the land where the garden is located, your right to garden will end. The Landowner can terminate our Lease at any time. We will notify you if the Landowner terminates the Lease.

## 4. OTHER PROVISIONS

**4.1 Entire Agreement, Severability and Modification.** If any part of this Agreement is ineffective, the remaining portions of the Agreement remain in effect. Any changes to this Agreement must be in writing and signed by you and by the Garden.

**4.2 Third-Party Beneficiaries.** You all understand that Landowner(s) are an “express third party beneficiary”, and that this Agreement therefore gives the Landowner(s) a right to enforce Sections 2 and 3.2 of this Agreement by taking you or any of your Co-Gardeners to court.

### GARDEN REPRESENTATIVE (Member of Board)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### GARDENER

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**You can also sign up, donate, pay dues, etc. online @ [www.collegeareagarden.org](http://www.collegeareagarden.org)**

The College Area Community Garden is a service of the non- profit **College Neighborhoods Foundation**

**ATTACHMENT: Garden Rules**

2/2014  
11/12/14 rev.