

Frisco Family Services Community Garden 2018 Lease-a-Garden Bed Agreement

Terms of Agreement for Leasing a Garden Bed:

1. Frisco Family Services (FFS) community garden is a donation garden. We will provide the garden bed, water, access to tools, mulch, compost, gardening information and a selection of designated crop plants or seeds.
2. Gardeners will be responsible for:
 - Maintenance and upkeep of their leased garden bed(s).
 - Planting, watering, weeding, as well as maintenance of the garden bed while in the growth season, Spring through fall.
 - Harvesting their garden bed's produce weekly.
 - Deliver the produce to the food pantry during business hours. Monday, Tuesday, Thursday 8:30 am to 5:00 pm, Wednesday 8:30 am to 6:00 pm and Friday 8:30 am to 5:00 pm. However, we do ask that deliveries are made 15 minutes prior to closing.
 - Any other garden related maintenance are the sole responsibility of the gardener for their allotted bed(s).
3. Each gardener understands they must:
 - Read, Initial the bottom of each page and Sign the Lease-a-Garden Bed Agreement.
 - Complete A Release of all Claims form.
 - Complete the Lease-a-Garden Bed Application.
 - Pay non-refundable fee, based on garden bed size, **\$25.00** fee per 4'x4' garden bed and/or **\$40.00** fee per 4'x10' garden bed to FFS for the March to November growth season, or any part of that growth season.
 - Have garden bed location and crop assignment approved by both leasee and FFS.
 - Have a volunteer profile completed and in an active status, before any work in the garden will be approved.
4. Garden bed fee(s) can be made by:
 - Check or money order attached with the completed forms or
 - By credit card through the www.FriscoFamilyServices.org website, under how to help submit payment through the donation tool, notating the fee is for the garden bed, printing out a copy of the receipt and attaching it to the completed forms.
5. FFS oversees the community garden. The FFS Food Pantry Manager and Volunteer Service Manager will coordinate leases, assist new gardeners, report maintenance issues, support gardeners with supplies, bi-weekly inspections and check garden beds for compliance with guidelines and will be available to help resolve problems.
6. Gardener Orientation and meeting dates and times will be announced. Gardeners are encouraged to attend orientation and at least one meeting per growing season and to bring issues forward as soon as they are identified to FFS Food Pantry Manager or Volunteer Services Manager.
7. The application of herbicides (weed killers) and pesticides in the garden is **prohibited**.
8. Available beds shall be assigned on a first come-first serve basis. Requests for an additional

bed will be based on the Gardener having shown that they are committed to the goals of the garden, donate food, keep their current bed producing and are removing weeds.

9. Gardeners must adhere to the guidelines as stated to continue to work their leased bed(s). Gardeners will be contacted in the event of non-compliance and will be given a specified amount of time to bring their garden bed(s) to compliance. If the gardener does not adhere to this agreement, then the leased bed(s) will be reassigned.
10. Youth participation is encouraged. Children under the age of 17 are welcome inside the garden but must be accompanied by an adult and must be supervised at all times.

Please read the following guidelines carefully and agree to adhere to them by signing in the space provided below.

Spring through fall, the FFS's Community Garden Lease-a-Garden Bed Participant will:

- ☛ Continuously produce and donate vegetables, fruits, and companion plants by succession planting, mulching all soil with organic matter, weeding weekly and using proper watering techniques. Never have bare soil.
- ☛ Commit and participate in sharing common chores. Support and participate in the self-management of your respective garden bed.
- ☛ Only work in other gardeners' beds if you have permission by that gardener or have been assigned to do so by the FFS Food Pantry Manager or Volunteer Service Manager.
- ☛ **Through their volunteer profile, sign up for the seasonal garden bed lease opportunity, once crop and bed approvals have been made.**
- ☛ **Record all volunteer hours by logging them in their volunteer profile after each visit**
- ☛ Strive to learn and use organic gardening methods only to produce more disease resistant and pest free plants, and more nutritious fruits and vegetables and take advantage of garden classes offered during the growing seasons.
- ☛ Respect neighboring plots by keeping your vines and shade from tall plants or approved trellis within your bed borders
- ☛ All yard art, trellis, bed changes must be approved PRIOR or will be removed. Signage, no larger than 8"x10" must also be reviewed prior to decision. The consistent look of the garden is a priority please allow 7 business days for the review process to take place.
- ☛ Keep areas litter, tobacco, alcohol, and drug free. **All trash must be taken offsite when gardener leaves the garden.** Weeds and produce clippings will have a designated compost area for disposal.

- ☛ Pets are never allowed and dog and cat feces never added to compost.
- ☛ If, for any reason (health, issues, work), you cannot maintain your plot or have a grievance with others, inform the Volunteer Services Manager volunteer@friscocenter.org.
- ☛ Youth participation is encouraged. Children under the age of 17 are welcome inside the garden but must be accompanied by an adult and must be supervised at all times.

Adhere to these guidelines. Consequences will be enforced as follows:

One warning will be given. Gardeners forfeit their right to their bed(s) if they do not adhere to the guidelines within the specified time.

I, _____, agree to adhere to all guidelines as stated above to garden a Frisco Family Services Garden bed. I agree to follow all guidelines set forth.

Signature: _____ Date: _____

Printed Name: _____

Frisco Family Services Community Garden Lease-a-Garden-Bed Application

(Please circle one)

New Gardener

Renewing Gardener

Name: _____ Date: _____

Mailing Address: _____

City, Zip Code: _____ Phone: _____

Email: _____

____ I give permission to release to the media any photographs taken of myself or my family at the garden.

____ I give permission to release my name and email address to the City of Frisco Environmental Services Partners.

List others who will be working with you to maintain your garden bed: _____

Survey: Which areas motivate you to participate in the community garden?

____ Donation to food pantry

____ Social

____ Garden Education

____ Exercise

____ Community Service

____ Other :(please list) _____

How do you plan to stay committed to the community garden and sustain your crop for a year?

How did you hear about FFS's Community Garden?

Frisco Family Services Community Garden Use:

Garden Bed(s) # _____

Start Date: _____

Paid Processing Fee: Y / N

Release of All Claims

I, _____, am a voluntary participant in the Frisco Family Services Community Garden ("Community Garden"). As an express condition to being allowed to participate in the Community Garden, I agree to the following:

1. I am fully aware of the risks and hazards associated with participating in the Community Garden. I assume responsibility for all such risks and hazards, including any loss, cost, or damage that may result from any accident, injury, illness, or death to me or another person, or any damage to or loss of any property owned by me or another person.

2. I hereby fully and finally release and forever discharge Frisco Family Services, the City of Frisco, the other Community Garden volunteers and gardeners, and their respective officers, directors, employees, and agents, of and from all claims, suits, demands, and actions whatsoever, including but not limited to those based on negligence, in any manner arising out of or resulting from my participation in the Community Garden. I understand that this release means that, among other things, I am giving up my right to sue for any accident, injury, illness, or death to me or another person, or any damage to or loss of any property owned by me or another person arising out of or resulting from my participation in the Community Garden.

3. I agree to abide by all of the rules or guidelines of the Community Garden that are given to me now or in the future. I understand that my right to participate in the Community Garden may be revoked by the Frisco Family Services at any time and for any reason.

I represent and certify that I am at least 18 years old, have carefully read this document in its entirety, and fully understand its contents. I am aware that this is a release of liability and I am voluntarily signing it of my own free will.

Participant's Signature _____

Participant's Printed Name _____ Date _____

I represent and certify that I am the parent or legal guardian of the Participant whose name appears above, have carefully read this document in its entirety, and fully understand its contents. I am aware that this is a release of liability and I am voluntarily signing it of my own free will as parent or legal guardian of the Participant.

Parent/Guardian's Signature _____

Parent/Guardian's Printed Name _____ Date _____