

Gardener to keep p. 1-4 of this agreement for reference.

Garden and Plot #(s) --

## 2021 CITY OF BLOOMINGTON COMMUNITY GARDENING PROGRAM GARDENER AGREEMENT

In order to participate in the 2021 City of Bloomington Parks and Recreation's Community Gardening Program (CGP) at the Willie Streeter Community Gardens at Winslow Woods, 2120 S. Highland Ave., Butler Park Community Gardens, 812 W. 9th St., or Switchyard Park Community Gardens, 1611 S. Rogers St., the gardener(s) agree(s) to the following by reading and signing below:

### 1. REGISTRATION

Returning gardeners in good standing from last season will be offered a two week window prior to open registration, where they have exclusive access to rental of the same plot(s) they gardened in 2020. During open registration, all unrented plots will be made available to the public on a first-come, first-served basis. (This includes new gardeners and returning gardeners in good standing). To be "in good standing," a gardener must not have any outstanding maintenance fees or have had their plot reclaimed due to lack of maintenance last year.

In an effort to ensure all who want to participate in the community gardens have an opportunity, rental limits have been set. No gardener may rent more than 1 raised bed at any of the 3 garden sites prior to May 1. At Butler Park, no more than two in-ground garden plot rentals may be rented prior to May 1. At Willie Streeter, gardeners may rent up to 400 sq. ft. of in-ground plots prior to May 1. After May 1, additional plots may be rented, based on availability. Any unreserved garden plots will be seeded in cover crops and unavailable to rent after August 1.

Gardeners register and pay for garden plots in the current season only. Fees are used to offset direct costs of the CGP. **No refunds on garden plots will be given unless the space is unused and can be assigned to another gardener. No refunds on abandoned garden plots will be given. Any refunds will be subject to a \$10 fee to cover administrative costs.**

### 2. CONTACT INFORMATION AND COMMUNICATION

Contact the CGP staff by email at [communitygardens@bloomington.in.gov](mailto:communitygardens@bloomington.in.gov), by phone at (812) 349-3704, or in-person during posted and scheduled, weekly work days at the gardens. Email is the primary method of contact used by staff to communicate with gardeners. In certain cases, if staff cannot get in touch with the primary gardener, their plot may be reclaimed. Gardeners without access to email must indicate this on the CGP Registration Form. Notification of change of contact information must be given to Parks and Recreation by emailing or calling CGP staff within one week of making such a change.

### 3. GARDENING SEASON

*Peak Season* - The CGP peak season runs from the 2nd Monday in April through October 31. Weather and other unforeseen factors may delay the opening of the gardens or portions of a garden. Gardeners will be notified via e-mail and signs posted at the gardens if the opening is delayed. Maps showing rented plots with the last name of the gardener will be posted on the shed at each site and all garden plot numbers will be marked on a wooden stake located in each plot. **Gardeners are responsible for maintaining their plot as soon as the gardens are open for the season or immediately upon rental (if renting after 2nd Monday in April).** By Memorial Day, there should be marked progress toward a productive garden. This progress should include: at least half the plot under cultivation; plants established and cared for; path maintenance is carried out; weeds are being managed, etc. (see Section 5). If a rented plot does not show progress toward a productive garden by Memorial Day, it may be reclaimed and offered to someone else. The peak gardening season ends on October 31. All gardeners must have their plots cleared of all annual plants (see off-season exceptions below) and weeds and mulched (with leaves, straw or established cover crop) by this date. If the plot does not meet these

requirements, the plot may be reclaimed and fees assessed. (See Section 5).

*Off Season* - The off-season is defined as November 1 through the 2nd Monday in April **or** upon the plot being rented by another gardener on or after February, 2022. Gardeners may choose to continue the use of their plot into the off-season provided that their plot is cleared of all weeds, all annual plants that are not cold-hardy, and that their plot is mulched and in full compliance of this agreement by October 31st. In addition, gardeners wishing to continue use of their plot into the off-season, must notify CGP staff in writing by October 15th. If staff is not notified, the plot may be cleared after October 31st. Before planting in the early spring of next season (prior to the 2nd Monday in April), the gardener must first renew their plot registration and notify CGP staff in writing.

In certain instances, plots may need to be taken out of rotation at the end/beginning of a season by CGP management to maintain the overall health of a garden. If this occurs, every effort will be made to replace that plot with a similar plot while maintaining the gardener's returning status.

#### **4. GARDENING PRACTICES - SUPPORTING SOIL HEALTH**

In an effort to improve soil health and support environmental resilience, **beginning in 2021, all plots at all 3 garden sites are designated as organic plots and no plots will be tilled.** This means that the gardeners who rent plots agree to adhere to organic practices as defined in the CGP document entitled *Organic Method Guidelines*, available on our website. This also means that cultivation of the soil is up to the gardener. Garden staff will provide educational materials on no/low till gardening. Since no plots are tilled, all gardeners are permitted to garden during the off-season (November-April) provided that they meet the criteria above (see section 3).

#### **5. MAINTENANCE**

**Garden Plots and Pathways** - Gardeners must consistently maintain their plot throughout the garden season. **Regular maintenance includes: regular weeding, harvesting ripe produce, and removing all spent or diseased plants. Gardeners are also responsible for maintaining the woodchip paths adjacent to their plot(s) by keeping them weeded, and refreshing with chips as needed.** All paths, whether wood chips or turf, must be kept free of overgrowing plants, gardening supplies and equipment. CGP staff will provide wood chips for path maintenance. Gardeners are responsible for making arrangements for weeding, watering, and harvesting in their absence. Gardeners unable to utilize or maintain their plot(s) and paths in the way described above, must contact CGP staff immediately. If contacted, CGP staff may be able to find a temporary solution until a gardener is able to continue maintaining the plot and paths.

**Unmaintained/Abandoned Plots** - CGP staff will contact gardeners renting unmaintained plots by email, unless another form of communication is indicated on the registration form. Those gardeners will be given two weeks from the initial email/communication attempt to comply with all requirements described in this agreement. If the gardener does not comply by the end of this two-week period, the plot will be considered abandoned and the gardener will give up the privilege to participate in the CGP for the remainder of the 2021 season and the primary gardener may be charged a maintenance fee (\$60 for each large plot and \$30 for each small plot or raised bed). Additionally, any participating gardener who gives up their plot under these circumstances will be limited to the rental of one plot in the next season and may not rent that plot until May 1. If a gardener addresses a two week maintenance request by the deadline, but subsequently leaves the plot unmaintained, the second maintenance request will have a one week deadline. A third request will have a 3 day deadline. Any further maintenance issues will result in immediate reclamation of the plot. CGP staff have the discretion to extend these deadlines if extenuating circumstances exist. **If plots have invasive or seeding weeds, CGP staff have the right to enter the plot and remove the plants for the collective benefit of the gardens.**

#### **6. TURNING IN PLOTS/END OF SEASON**

Gardeners can finish gardening and turn in their plot to CGP staff at any time. This means clearing the plot of all plant material and mulching or establishing a cover-crop on the plot in such a way that it requires no further

attention until the following season. This must be completed by October 31 (See off season exceptions in Section 3). If a gardener sufficiently maintains/clears, and mulches/cover crops their plot such that CGP staff does not need to do anything to the plot for the rest of the season, the gardener will be considered in good standing and may renew the same plot the following year. Gardeners must notify the CGP staff in writing/via email when turning in their plots any time prior to the end of the season, October 31. Any gardener leaving a plot so that CGP staff has to care for it in any way, may be charged a maintenance fee (see above) billed to the primary gardener and may be subject to the same restrictions as for an unmaintained or abandoned plot.

## **7. GARDEN HOURS**

The gardens are open for use daily from dawn until dusk during gardening season.

## **8. TOOLS, TRELLISING AND OTHER MATERIALS**

Gardeners are permitted to store tools, watering cans, or other materials they use in the regular maintenance of their plot during peak gardening season, as long as they are stored within the boundaries of their plot. Trellising, stakes, cages and other hardscaping materials are permitted for use, as long as the items are kept within the boundaries of that gardeners plot(s) and are utilized within two weeks of being placed in those plot(s). All items must be stored in a way that does not collect water for a period of time long enough to provide a habitat for mosquitoes. The CGP is not responsible for missing/stolen tools or materials left on plots.

Communal tools are available for use during posted open shed hours. Tools are available on a first come, first served basis. Gardeners must clean and return tools to the storage shed in an orderly manner after use and prior to the end of open shed hours.

## **9. COMPOSTING**

Non-invasive plant material from garden plots may be composted in the bins provided at each garden. Signs will be posted indicating into which bins materials should be placed. Seeding weeds and diseased plants should be placed in a separate, labeled bin, as to not compromise usable compost. All invasive weeds/plants must be promptly removed from the garden premises by the gardener and may not be placed in the compost (See Section 12 for invasive plant information). Gardeners must not place any materials in the wooded areas at any garden.

## **10. WATERING/HOSES**

Water spigots are located at each garden site. When using hoses, gardeners must be careful not to damage other garden plots. When finished watering, turn off water at the source, untangle and neatly coil the hose on the hose hanger next to the spigot. Gardeners should notify staff if hoses are in need of repair.

**Water from the spigots at Switchyard Park is sourced from a rain catchment system and is considered non-potable. Gardeners should not drink or wash hands with this water.**

## **11. GATES/FENCING**

Gardeners must close and latch the gates of the tall deer fenced perimeter when entering and exiting the gardens. CGP staff will do their best to keep the perimeter fence patched and will make every effort to deter small animals such as rabbits from entering, however, it is not possible to exclude every animal from the garden. Please notify staff if you encounter pests or nesting wildlife.

## **12. RESTRICTED AND PROHIBITED PLANTS**

Cane fruit (raspberries, blackberries, etc.), grapevines, fruit trees, and other woody perennials are not allowed. Invasive plants including, but not limited to, *Artemisia vulgaris*/mugwort, wandering mint species, comfrey, and any plant that multiplies in such a way (by seed, rhizome, etc.) as to overtake the plot/soil as a nuisance specimen will not be allowed. The CGP staff will, at their discretion, determine if plants are problematic, invasive, or otherwise prohibited by the State of Indiana, and therefore not appropriate for culture in a community gardening setting. Refer to the CGP document entitled *Restricted and Prohibited Plants* for more

information.

### **13. TRASH**

Gardeners must promptly remove any trash they generate, including empty plant pots and trays, from the garden area and dispose of it properly.

### **14. PETS**

Pets are not allowed inside the fence at any garden sites due to food safety concerns and as a courtesy to other gardeners.

### **15. THEFT AND DAMAGE**

Gardening in a public park comes with some risk. Gardeners should report any theft, vandalism, suspicious behavior or activity in the garden areas to CGP staff immediately. No person is permitted to remove anything from plots not rented by them. The City of Bloomington Parks and Recreation Department and staff, acting on behalf of the City, are not responsible for any damage to garden spaces, theft of produce or personal belongings in the vicinity of the gardens or elsewhere.

### **16. LIABILITY AND INDEMNIFICATION**

The undersigned is an adult program participant, or is the parent or legal guardian of a program participant. The undersigned hereby states that s/he understands the activities that will take place in this program, and that the program participant is physically and mentally able to participate in this program. The undersigned recognizes, as with any activity, there is risk of injury. In the event that the program participant sustains an injury in the course of the program, and the City of Bloomington Parks and Recreation Department is unable to contact the appropriate person(s) to obtain consent for treatment, the City of Bloomington Parks and Recreation Department and/or its employees or volunteers are authorized to take reasonable steps to obtain appropriate medical treatment. The program participant and/or his/her parent or legal guardian shall be responsible for the cost of such treatment. The undersigned agrees to release, hold harmless, indemnify and defend the City of Bloomington, the Bloomington Parks and Recreation Department, its employees, agents, and assigns, from any claims including, but not limited to, personal injuries or damage to property caused by or having any relation to the activities covered by this contract, even if arising from the negligence of releasees. It is understood that this release applies to any present or future injuries and that it binds the undersigned, undersigned's spouse, heirs, executors and administrators. The program participant may be photographed and videotaped while participating in Parks and Recreation activities, and consent is given for the reproduction of such photos or videos for advertising and publicity.

### **17. LAW AND VENUE**

This Agreement shall be interpreted and construed according to the laws of the State of Indiana and the venue of any dispute shall be Monroe County Circuit Court, Indiana.

### **18. POTENTIAL COVID-19 LIMITATIONS**

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify gardeners of any such termination and the reasons therefore in writing.