

## Not Forgotten Outreach Community Garden Policies

Violating garden policies may result in loss of garden privileges and forfeiture of crops. NFO reserves the right to make changes or exceptions to these policies at any time.

### Reserving and Renewing a Plot

- Plots are filled on a first-come, first-served basis, with priority given to veterans, VetCorps members, and returning gardeners without plot violations in the previous year. Plots are generally limited to one plot per household.
- **A non-refundable garden plot fee \$50 is required.** The plot fee is waived for military veterans.
- Gardeners who fulfill policy requirements may reapply for the same plot each year, or for another plot, as available. Renewal forms are sent to eligible gardeners in December. The renewal deadline is December 31st.
- Gardeners may not sub-let plots without approval from NFO staff.
- Gardeners are expected to ensure that any guests they invite to the garden also abide by these Garden Policies.
- Gardeners should notify NFO if their contact information changes.

### Water Use and Drip Irrigation

- The automatic drip irrigation system is generally on from May-October, weather permitting. **Gardeners may not alter the system in any way.** Gardeners should report problems to NFO.
- Each gardener is responsible to know how the system works and how to make light repairs on their plot. Any major leaks or issues should be reported to NFO immediately.
- Natural mulch (straw, leaves, burlap, etc.) is recommended to conserve soil moisture, and to reduce weeds.

### Plot Maintenance

- Do not alter plot boundaries.
- Gardeners must control the weeds and trash in their own plots and adjacent pathways during the season. All weeds must be removed if taller than six inches, or longer than twelve inches, or going to seed. Weeds encroaching onto other plots or beyond plot boundaries need to be removed promptly.
- Weeds that have gone to seed, or weeds that reproduce from cuttings, are not permitted in compost piles, and should be deposited in trash. Any plants added to compost bins must be chopped to 9 inches.
- Gardeners must harvest their ripe produce regularly to reduce garden pests and vandalism. Produce not harvested in a timely manner is forfeited and may be harvested by NFO.

- Gardeners must remove any plants with heavy pest infestations, and deposit in trash or off site.
- Perennial plantings or permanent improvements such as box frames are not allowed without express permission from NFO staff.
- Plots are inspected on a monthly basis. Gardeners that do not meet maintenance requirements will be notified. Failure to remedy the situation within 14 days may result in plot forfeiture.
- If a gardener is unable to tend their plot, it is their responsibility to notify NFO.
- The fall winterizing deadline is November 1st. Perennials and winter crops may remain. Plots must be cleared of debris and trellising, and covered completely in mulch and/or cover crop. Drip lines should be laid out straight in the bed, below mulch.
- **Failure to meet plot maintenance requirements may result in plot forfeiture.**
- NFO reserves the right to access all garden plots to check irrigation, remove weeds, diseased plants, safety hazards or other materials as needed for purposes of the Community Garden.

### **Safety**

- Paths surrounding garden plots must be kept clear and accessible at all times.
- Gardeners must maintain their plot in a safe condition.
- Children are welcome in the garden but must be supervised by an adult.
- Pets are not permitted in the garden. Service animals must be supervised to ensure they do not damage surrounding gardens.
- As NFO is the recipient of federal grants, the growing of marijuana and other controlled substances is strictly prohibited.
- **Use of alcohol or drugs on NFO property is prohibited.**
- Please alert NFO staff to any safety issues or illegal activities that you observe at the garden.

### **Liability**

- For liability reasons, hosting visiting groups or public events at the garden requires pre-approval by NFO staff.
- NFO is not liable for lost or stolen items of gardeners or visitors to the garden.
- Gardeners are not permitted to leave items in garden common areas without the permission of NFO staff. Any materials left in common areas of the garden, without written arrangement with NFO, may be assumed abandoned and disposed of by NFO at its discretion.

### **Non-Discrimination**

This program is available to all without regard to race, color, national origin, disability, age, sex, sexual orientation, political affiliation or religion.

## WAIVER OF LIABILITY, INDEMNIFICATION, and RELEASE

**Awareness of Risk.** You understand that your participation in the NFO Community Garden has the inherent risk of injury or damage to yourself, your guests, and your property. These risks may result not only from your own actions or inactions, including overexertion, but also from the actions or inactions of other users of the garden. These risks may also arise from the condition of the land where the garden is located, or the equipment and tools available at the garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the garden and that other gardeners may be unskilled.

You assume full responsibility for any and all risks of death, bodily injury or property damage caused by or arising from your direct or indirect participation in the Garden, regardless of the cause, even if that risk is caused by other persons' negligence.

**Waiver and Release of Claims.** You waive and release any claims against Not Forgotten Outreach, its directors, officers, agents, employees, volunteers, and affiliates (collectively, "NFO"), for any liability, loss, damages, or claims resulting from death, injury, or property damage, to you, third parties, or any property, that occur while you or your guests are in the Garden, whether caused by active or passive negligence by any of the Released Parties or any other persons. You agree not to sue any of NFO on the basis of these waived and released claims. You understand that your releases and waivers in this document extend to claims that you do not know of or do not expect to exist at the time you sign this document, and you waive the protections of Section 1542 of the California Civil Code. You understand that NFO would not permit you to participate in the NFO Community Garden without your agreeing to these waivers and releases.

**Indemnification.** You agree to indemnify and hold NFO harmless from and against any and all claims, liabilities, losses, damages, expenses, and attorneys' fees, including, without limitation, losses arising from any death, property damage or injury of any nature whatsoever that may be suffered by you or your guests or any other person in a relationship with you, which may arise directly or indirectly from (i) your or their presence or participation in the NFO Community Garden or (ii) any breach by you of this agreement, except to the extent the loss is caused by the gross negligence or willful misconduct of Not Forgotten Outreach staff.

**Publicity.** You consent to the unrestricted use in any form of any photographs, interviews, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of you or your guests that we or others may create in connection with your or your guest's participation in the NFO Community Garden. You waive any right to inspect or approve the finished product. You are not entitled to any compensation for creation or use of the finished product.

*By signing below, I affirm that I have read and understand the Not Forgotten Outreach Community Garden Policies and that I will abide by them. I also affirm that I have read and understand the waiver of liability, indemnification, and release.*

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Signature

Printed Name

Date