

New Ulm Community Garden Plot Application and Contract

Registration is on a first come first served basis, so register early.

Rental fee: \$40/season for a 100 square foot plot (sliding scale for families demonstrating need)

Lead Gardener Contact Information:

Printed Name _____ Address _____

E-mail _____ Phone _____

Other Adult Gardeners if applicable:

Printed Name _____ E-Mail _____ Phone _____

Printed Name _____ E-Mail _____ Phone _____

Printed Name _____ E-Mail _____ Phone _____

Printed Name _____ E-Mail _____ Phone _____

Registration is complete when we receive the following three items:

- 1) This signed Application/Contract Form (Page 1 only, you retain Pages 2 & 3 for future reference)
- 2) Waiver Release - signed by each adult participant or parent/guardian of a child
- 3) Annual Fee (\$40 per plot)

Payment enclosed:

_____ For plot(s)

_____ Donation towards plots for families in need or Food Shelf plots

_____ **Total payment (make checks payable to Putting Green)**

Mail to: Putting Green

PO Box 91

New Ulm, MN 56073

I/we have read, understand and agree to comply with all of the guidelines and rules set forth in the New Ulm Community Garden Contract. I understand that this is an opportunity to benefit from all of the advantages of participating in a community garden. If I/we fail to abide by the contract terms, my plot may be forfeited without refund and reassigned.

Signed _____ Date: _____

Signed _____ Date: _____

Signed _____ Date: _____

Signed _____ Date: _____

Signed _____ Date: _____

New Ulm Community Garden Contract

IN EXCHANGE FOR THE OPPORTUNITY TO PARTICIPATE IN THE NEW ULM COMMUNITY GARDEN, I AGREE TO ABIDE BY THE FOLLOWING TERMS:

- 1) I will pay the annual rental fee, due with the application form. The fee is \$40 (sliding scale for families demonstrating need). The fee covers tilling, water, use of manual tools, and a 100 square foot plot from May 1 to October 31. Fees will also be used for general garden operating expenses.
- 2) I will plant at least half of my plot by **June 15** and keep at least half of my plot filled with growing plants during the growing season.
- 3) I will create and maintain the access path adjacent to my plot using supplied newspaper and wood chips.
- 4) I will not allow my plants to exceed 6 feet in height and will avoid shading neighboring plots. I will keep vine plants within my plot boundaries. Plants, stakes, trellises, and cages are my responsibility.
- 5) I will not plant any illegal plants, aggressive/invasive species, or perennials (plants that live for more than two years). Some examples are mint, chive and horseradish. Cross pollination in a community garden can be a challenge; therefore, the planting of sweet corn is not allowed.
- 6) I will keep my plot and the surrounding path area neat and free of weeds. To help prevent the spread of disease, I will remove dead leaves and severely diseased plants from my plot, and avoid allowing fruits and vegetables to decay in my plot.
- 7) **The New Ulm Community Garden is organic**. I agree not to use any synthetic chemicals, pesticides, fertilizers (such as Miracle Gro), or herbicides (such as Roundup) on my plot. Use of fresh manure is also prohibited. Manure must be composted or heat-treated prior to application to avoid health risks.
- 8) I will use water conserving methods on my plot such as mulching, direct root watering, and avoiding midday and overhead watering. Watering with hoses is permitted, but do so with care. I will ensure that hoses and faucets are turned off when finished watering and before leaving the garden.
- 9) I will use manual tools with care and at my own risk, cleaning and returning them to the garden shed after use. To keep tools and materials secure, I will not share the combination to the lock with anyone not gardening at Putting Green, and will lock the shed if I am the last one(s) to leave the garden.
- 10) I will not pick or take anything from any garden that is not mine.
- 11) I will respect the land holder (Putting Green), the gardeners, the garden area, and the grounds by treating others with courtesy and respect; and by not using tobacco products, or alcohol on the premises. I will not trash or litter the garden area.
- 12) I will supervise my guests and children. No pets are allowed in the garden. I will only park in the designated parking area.

- 13) If absent (vacation, etc.) from the garden for a lengthy period of time, I will make arrangements for any care my garden may need during that time and notify the garden manager of arrangements made. Note: the Putting Green interns may be available to babysit plots for a small fee.
- 14) I will notify the garden manager if I am unable to continue tending to my plot so that it can be reassigned.
- 15) I will clean up my plot by **October 31st**. This may be extended as weather allows, and gardeners will be notified of any extensions. This means dead plants and weeds will be removed and added to the designated compost pile; row covers, tomato cages, trellises, etc. will be removed; and the soil will be prepared for winter.
- 16) I agree (on behalf of myself and my minor children) to be photographed while in the garden area and grant permission to use the photo/s for publication, promotion or news purposes and waive any rights I/we or they may have to compensation for or ownership of the photographs.
- 17) I understand that community work days and garden events are a great way to get to know my fellow gardeners and to share ideas. Gardeners are encouraged to volunteer some time working in the *Plant It Forward* plot, a plot where produce for people in need will be grown.

CONTRACT ENFORCEMENT

The Committee and the Garden Manager are responsible for interpreting and enforcing all garden rules and contract terms. Most issues can usually be resolved informally, but at times a more formal process may be needed to address some issues. The Garden Manager will try to call or meet with gardeners to discuss problems while they are still small.

Gardeners are encouraged to discuss problems/concerns/questions among themselves and with the Garden Manager at any time. Special circumstances will be taken into account and alternative solutions to problems may be found at the discretion of the Garden Committee.

If the Garden Committee determines that a gardener is in substantial violation of garden rules or contract terms:

1. The Garden Manager will give oral notice of the violation and request corrective action.
2. If the problem remains unresolved, the Garden Manager will give written notice of the violation and request that the gardener take corrective action within two weeks, unless, in the discretion of the Garden Committee, the problem requires a more immediate resolution, in which case, the Garden Committee may set a shorter deadline for the gardener to comply.
3. If the gardener does not comply within the time provided in the written notice, the gardener's may lose all gardening privileges at Putting Green. Notice of the loss of gardening privileges will be given in writing.
4. Any gardener that loses its gardening privileges may appeal the decision to the Garden Committee. Any appeal must be made in writing within one week after receiving written notice of the loss of gardening privileges. The Committee will rule on all appeals within one week.

I/we have had the opportunity to read this contract, ask questions, and understand that this is an opportunity to benefit from all the advantages of participating in a community garden. If I/we fail to abide by the above terms, my plot may be forfeited without refund and reassigned. The City reserves the right to penalize any member of the public, up to and including termination of that person's community garden lease, if said person acts in violation of the Putting Green's lease with the city or applicable law.

Garden Manager: Katy Hemberger 651-239-6057, newulmcommunitygarden@gmail.com