

## **BOROUGH OF NORTH HALEDON COMMUNITY GARDEN MEMBERSHIP AGREEMENT**

Green Team Community Garden Leads:

Jane: [eganjane19@yahoo.com](mailto:eganjane19@yahoo.com)

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North Haledon Green Team Facebook page:

<https://www.facebook.com/NorthHaledonGreenTeam/>

### **2019 BOROUGH OF NORTH HALEDON MEMBERSHIP AGREEMENT**

By executing this Membership Agreement and being accepted as a Member with privileges to garden at the Borough of North Haledon Community Garden, the Gardener agrees to abide by all of the rules, policies and practices set forth herein and those posted throughout the Community Garden grounds. The Gardener understands and agrees that these rules, policies and practices may be subject to change at any time at the sole discretion of the Borough of North Haledon. The Gardener further understands that failure to abide by these rules, policies and practices is grounds for expulsion from the Community Garden for a length of time to be determined by the Borough.

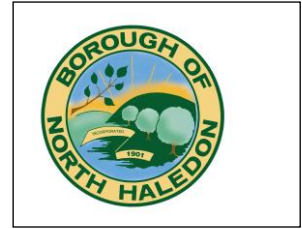
#### **A. ANNUAL FEES**

Gardeners are responsible for the annual rental of a Community Garden standard individual plot at an annual cost of \$50 per plot for the first year. **Renewals made by October 15<sup>th</sup> of each year are \$25** per plot assuming adherence to this agreement. Payment of annual rental fee can be made by personal check payable to Borough of North Haledon. Please note that Membership and Registration fees are non-refundable and must be paid at the time of application. Applications (last 2 pages of this Agreement) need to be signed annually. **A completed renewal includes payment and signed application by October 15<sup>th</sup>.** Renewals after October 15<sup>th</sup> are \$50.

#### **B. RULES OF OPERATION**

**Hours:** During the 2019 season, the Community Garden will be open from dawn until dusk each day. **Gates must be kept closed and locked** whenever the Gardener is the last to leave at any time during the day.

**The Growing Season:** The Community Garden opens in early April 2019. Plots must be planted by and tended through the planting season to maintain a healthy and presentable raised bed. Fall clean up must be completed no later than October 15<sup>th</sup> of each year. Renters wishing to keep their current bed, continue planting or overwintering crops must apply and pay in full for the following growing season by October 15<sup>th</sup> of the current season. An initial fee of \$50 will



apply for rejoining the garden if renewals are not applied for by October 15<sup>th</sup> of the current season. Gardeners will be issued plots in the order in which the registrations are received. There is only one plot allowed per household however if all plots are not sold, members in good standing may request another plot. The Community Garden leaders may offer plot subscriptions to other North Haledon based entities at their discretion to assure a productive garden.

**Use of Equipment:** Thanks to a Dig In! Community Garden grant from the County of Passaic and City Green, our Community Garden has tools and a storage shed. These tools are for use in the garden only. Treat these tools as if they were your own! Keep them in good condition by wiping off dirt and drying off any moisture; tools should be kept in the storage shed.

If you have extra supplies (or seeds!) you want to share with other gardeners, you may also place them in the shed; if so, please alert the Community Garden Leads or join and communicate same on the North Haledon Green Team Facebook page: <https://www.facebook.com/NorthHaledonGreenTeam/>

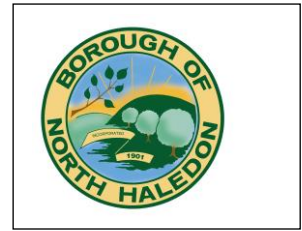
### **Maintenance**

Gardeners must plan the time for plot maintenance in order to cultivate a productive and attractive garden plot for our community and minimize waste. You can **sign up with the Community Garden Leaders for unused produce to be donated to local pantries**. The Community Garden Leaders can also assist you with contacting other garden members to partner with for mutual assistance with maintenance including shared watering duties. Please consider summer arrangements to avoid an overgrown bed or rotted food.

**Harvesting:** Crops must be harvested once they are mature. Waste must be kept to a minimum. **Please do not allow produce to rot on the vine**. You can place unused produce in crate in the garden and it will be donated to one of the area local food pantries that rarely have fresh produce. Please consider summer arrangements to avoid waste as is a commitment of membership; **let the Garden contact(s) know if you need assistance** with this planning.

**Weeding:** Maintenance of garden plots includes weeding. The gardener is responsible for weeding their garden and properly disposing of weeds; we installed compost bins to facilitate this maintenance. The gardener is responsible for proper disposal of all their garden materials including off-site disposal as may still be required for some items. Composting instructions are available on site for appropriately designated materials; the gardener is expected to follow these and like instructions for maintaining a healthy and clean garden.

**Community Garden's Watering System:** The water from the Community Garden's watering system is non-potable and is only to be used on the crops. Gardeners are responsible for the proper use of the water facilities including



conserving the use of water at all times, abiding by water restrictions if applicable and making sure that water is turned off and not leaking when not in use. Please roll up the hose when done watering.

**Fall Cleanup:** During Fall cleanup, any stakes, trellising, netting, fencing, plastic materials, tomato cages, watering cans, etc., must be removed from all gardening plots by the Plot Owner. All plants and weeds must also be completely removed. Please note that a well-maintained garden plot is a condition to being invited to renew your membership for future seasons.

**Structures:** Please use common sense and courtesy with any structures or decorations in your plot. Please be sure that you are not shading your neighbor's plots with any structures and keep decorations to a minimum.

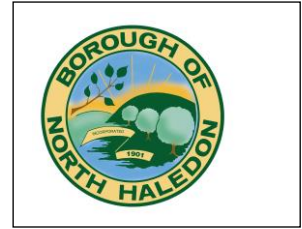
### C. RULES OF CONDUCT

**Behavior:** At all times while on the Community Garden grounds, the Gardener agrees to be respectful of other gardeners. The Gardener will keep his or her plot and surrounding areas well-tended, dispose of plant material, rocks and extraneous materials on their own. Gardeners will remove anything brought from home. Neither the Community Garden nor the Borough will not be responsible for personal items left at the plot or the Community Garden.

While on Community Garden grounds, the Gardener will not engage in any prohibited behavior including the cultivation of illegal plants, smoking, drinking, gambling, or using illegal drugs. The Gardener also agrees and understands that he or she will not bring weapons of any kind, pets or other animals into the Garden as these are prohibited. It is asked that courtesy be shown when using cellular phones and that all phone calls be taken outside of the fenced in area and/or away from anyone in hearing distance.

**Removal of items, produce and plantings from the plots of other Gardeners:** Under no circumstances may the Gardener borrow or remove anything from the plots of other gardeners. In the event vandalism or theft is discovered, please notify the Township immediately. State Statute 2C:20-3.a "Theft by unlawful taking" is considered a disorderly persons' offense. If you witness an unauthorized person "stealing" from a garden plot please call the North Haledon Police. In addition, do not water another Gardener's without permission. Anyone caught in the act of vandalism or theft will be removed from the garden immediately and permanently banned from the Community Garden.

**Use of Fertilizers and Pesticides:** For the health and safety of all participants, **ONLY organic methods** and products should be used in the Community Garden. Non-organic pesticides, fungicides, herbicides and fertilizers are prohibited. There is **zero tolerance for pesticides**; violation of this requirement



will result in permanent loss of the use of the Gardener's plot. Fees are non-refundable.

**Visitors, Guests, Children:** The Gardener agrees to accompany and **supervise** any guest, visitor and/or children brought into the Community Garden at all times and also agrees to be responsible for the conduct of any of these parties. The Community Garden will not be held responsible for any injuries sustained by any visitor, guest or child. **No dogs or other animals are allowed in the garden.**

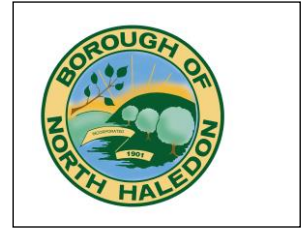
#### **D. VIOLATION OF MEMBERSHIP RULES**

In the event the Gardener violates any of the Community Garden's rules, policies, or practices, the Gardener will be sent notification by the Garden Leads or the Borough and will be provided with reasonable opportunity to redress/correct the violation. In the event that no redress/correction is made and no response to the notification is received within a reasonable time from the date of the notification, a second notice will be issued. If no redress/correction is made and no response is received or action to address situation implemented, following a subsequent notice, a final notice will be issued informing the Gardener of the Suspension, or total forfeiture of gardening privileges and access to the garden plot(s). Please note that, at the discretion of the Borough a Gardener's violation of any rules may result in the Gardener being prohibited from future participation in the Community Garden until the gardener is able to adhere to the garden requirements.

All rules, terms and conditions of participation with the Borough of North Haledon Community Garden are established by Borough of North Haledon. By executing this Agreement, the Gardener acknowledges and agrees that in the event that Gardener violates any of the rules, terms and conditions set forth herein, at the sole discretion of the Borough, the Gardener's participation may be immediately suspended and may result in permanent loss of the use of the Gardener's plot. There will be no refund for suspension as the membership and registration fees are non-refundable.

#### **F. HOLD HARMLESS**

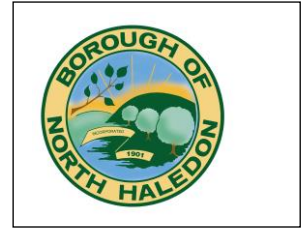
I hereby acknowledge that I have been requested to sign an agreement which states that I will be responsible to make the Borough of North Haledon, its directors, officers, agents and employees whole from any claim, lawsuit, settlement, or judgment, including all attorney's fees, together with all costs, fees and interest, that arises in or out of the use of municipal property by myself, my guests, invitees, licensees, visitors, or other person(s) present on the premises of the municipality in order to participate in, organize, assist, enjoy, supervise, or in any other way, further the Community Garden and any activities held in conjunction with the Community Garden.



Further, in no event will the total liability to the Gardener by the Borough of North Haledon, its directors, officers, agents and employees for damages exceed the amount of annual Membership and Registration fees. A separate HOLD HARMLESS, INDEMNIFICATION AND LIABILITY form will be signed in conjunction with this Membership Agreement. Refusal to sign the document will result in the denial of membership.

The Gardener also understands that use of the Community Garden is without any warranties as to fitness or any particular purpose and neither the Green Team its members, the Borough of North Haledon, its directors, officers, agents and employees is responsible for any acts of God that may prevent use of and access to the Community Garden at any time.

This Membership Agreement is governed by, construed, and enforced in accordance with the laws of the State of New Jersey.



**G. GARDENER'S COMMITMENT**

I have read and understand and agree to abide by these rules, policies and practices stated herein for the participation in the Borough of North Haledon Community Garden.

Please sign below (keep a copy of the Agreement for your records).

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

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

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

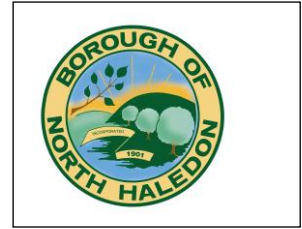
Gardener Phone: \_\_\_\_\_   
*Please indicate preferred contact in check box.*

Gardener Email: \_\_\_\_\_   
*Please indicate preferred contact in check box.*

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

Amount paid \_\_\_\_\_

Plot # Assigned: \_\_\_\_\_



## **HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_ sign this Hold Harmless as my voluntary act and by this act agree to hold the Borough of North Haledon, its directors, officers, agents and employees and volunteers harmless and indemnify the Borough of North Haledon, its directors, officers, agents and employees and volunteers from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any Gardener, guest, invitee, licensee, visitor or other person present on the Borough of North Haledon Community Garden site located at the \_\_\_\_\_ in order to participate in, organize, assist, enjoy, supervise or in any other way further the activities of the Borough of North Haledon Community Garden.

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

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