



2019 COMMUNITY GARDEN PLOT APPLICATION & WAIVER



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GARDENER AUTHORIZATION & RESPONSIBILITIES

The following guidelines outline the management of the community garden and its site property. These guidelines have been established by Ekar Farm and are provided to the property owner as a basis for a use agreement between the two parties. In turn, Ekar provides gardeners with the authority and permission to use the garden site. We, as a community, have a responsibility to keep our community garden managed effectively. The community garden is a privilege, and everything works more smoothly when people are involved in its overall upkeep. Please also remember to treat your fellow gardeners as you would like to be treated, and whatever is hateful to you, do not do to others.

Ekar community garden is currently managed by Ekar and a volunteer Garden Leader, and we encourage the gardeners to form a Garden Steering Committee to collect plot fees, assign plots, organize maintenance, and coordinate garden related activites. With your signature on page one of this document, you acknowledge as a participating gardener **your responsibility for the following:**

1. Participating in volunteer tasks such as weeding common areas, caring for community plantings and areas, caring for gardening tools, etc., by providing a minimum number of 4 hours per month to the community garden. (Failure to contribute your hours will result in the loss of gardening privileges and your plot will be reassigned).
2. Submitting payment for the 2019 gardening season totaling **\$72 for each approximately 10x10** plot. This fee covers a range of services including water, general garden maintenance, and tool use.
3. If for any reason you find you cannot care for your garden, you are required to notify the Garden Leader or Steering Committee and make arrangements with other gardeners to water and maintain your plot during your absence. If a garden appears neglected (unwatered/overrun with weeds), you will be given ten (10) days notice to maintain your plot. After this time your plot will be re-assigned.
4. Ekar requires water restrictions and conservation measures to be followed. A gardner MUST remain on the premises while her/his garden is being watered. The garden cannot allow excess water to drain onto the street or adjacent property. We will follow all City of Denver watering guidelines (ie, early and late in day watering, alternate days and any other drought or conservation measures the city announces.)
5. EKAR community gardens are organic gardens. It is Ekar policy to prohibit the use of non-organic pesticides, herbicides and fertilizers.
6. The maintenance of common areas and furnishings, fencing, trees, trash receptacles, compost bins, street and alley right-of-way, and water lines, tool shed, are the shared responsibility of all gardeners. This means you.
7. Gardeners must have their plot planted by May 30, 2019, or the plot will be forfeited and reassigned.



8. Each gardener is responsible for clearing her/his plot before the close of the season. All dead plants, weeds, trash, tools, sticks and all cages are to removed or stored by November 1 each year. All gardeners must tend their plots in compliance with Denver Urban Garden's Maintenance Guidelines (DUG is an advisor to Ekar Community Gardens), located online and in each garden leader's manual.
9. Each gardener is responsible for conducting himself or herself in a civil manner that is mutually beneficial to the garden as a whole. Unacceptable conduct generally includes, but is not limited to, vegetable theft, tool theft, profanity, offensive behavior, harmful verbal or written communications between or about fellow gardeners, or other incivilities associated with personal interactions as they relate to the community garden. DUG reserves the right to revoke your plot, at any time, due to any unacceptable conduct, as determined by Ekar in its discretion.
10. If a gardener gives up their plot or the plot is revoked, the plot returns to the garden and will be assigned to someone on the wait list by the garden leadership.
11. The Garden Steering Committee shall not discriminate on the basis of race, creed, color, national or ethnic origin, religion, marital status, age, sex, sexual orientation, gender expression, gender identity, disability, or military status in its garden membership and the administration of its programs.
12. Gardeners acknowledge they are guests on the site of a Religious organization and will not bring meat products onto the property, and will not garden Friday Sundown to Saturday Sundown (the sabbath).
13. Due to tax law changes, only Ekar staff members can purchase materials using Ekar's tax exempt certification. Garden leaders can gather gardener requests for purchase and submit to farmer.

WAIVER & RELEASE

1. I desire to participate voluntarily in gardening and other activities sponsored and coordinated by EKAR on the Ekar Farm community garden site located at Denver Academy of Torah. I understand that Ekar is granting me a revocable license to participate in this community garden, and such license may be revoked by Ekar at any time if I violate the Gardener's Responsibilities set forth above.
2. By signing, I acknowledge I am connected to Ekar, and desire to voluntarily participate in programming at Ekar community garden. I understand that Ekar is not liable for any damage to my property.
3. I understand, accept, and assume the risks associated with participation in any and all activities at the garden site or involving Ekar and Denver Academy of Torah, including, without limitation, any harm resulting from tools or structures located or used at the garden site, and the actions of other gardeners (including any negligent or wrongful actions).
4. I assume full responsibility for any injuries which may occur to me, as well as the safety of my family and guests, any damage or personal property, and do hereby fully and forever discharge and release the community garden site landowner and DUG, its employees, board members,



officers, agents, authorized volunteers, representatives, consultants, insurers and sureties, and their successors and assigns (collectively, the "Released Parties") from any "Claims." "Claims," as used in this document, mean any and all claims, demands, damages, rights of action or causes of

action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of my presence or the presence of my family members and guests at the garden, activities at the garden, the use or intended use of the garden, and/or participation in activities connected with DUG including, without limitation, any of the foregoing resulting from or arising out of the negligence of a Released Party. Further, I hereby waive any and all Claims against a Released Party.

5. I expressly acknowledge that participation in the community garden is for my purposes and convenience and not for the purpose and convenience of any one or more of the Released Parties.
6. I will permit the use of my name and picture in broadcasts, telecasts, newspaper, brochures, etc.
7. In the event that a dispute arises between gardeners or between a gardener(s) and the designated garden steering committee, and a resolution of the dispute cannot be reached by these parties, I agree to have Ekar act as the arbitrator of the dispute, and I further agree to adhere to Ekar's decision as final.

(your name, signature)

(date)



2019 Ekar Garden Application - Due April 15

Name: _____

Email: _____

Phone: _____

Mailing Address: _____

Each gardener can apply for one plot, and request additional plots which will be assigned by May 15.

Number of Additional Plot Requests: _____

Payment of \$72.00 per plot is due with your application in order to process. We will accept checks and payment via paypal. We cannot accept credit or debit card payments at this time. Checks should be made out to Ekar Farm.

Please email or mail your form to:

Sue Salinger, % Ekar Farm, sue.salinger@hazon.org; Sue Salinger, % Ekar Farm, 5988 Central Park, Denver, CO 80238



Community Garden Waiver of Liability

We hope your gardening experience is safe and rewarding, but accidents can happen. The following waiver must be signed by all gardeners to protect Ekar Farm from liability.

Waiver: In consideration of being permitted to participate in any way in the Ekar Farm Community Garden I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Ekar Farm or its employees, volunteers and agents from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Community Garden. (Initials _____).

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Ekar Farm and its employees, volunteers and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Community Garden and to reimburse them for any such expenses incurred (Initials _____).

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect (Initials _____).

Photo Release: I authorize Ekar Farm to use my or my child's photo in any manner Ekar Farm desires, for advertising, display, audio-visual, exhibition or editorial use (Initials _____).

Acknowledgment of Understanding: I have read this waiver of liability, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name

Date