



**ABACOA COMMUNITY GARDEN  
2022-2023 MEMBERSHIP AGREEMENT**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Preferred Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Membership Fees**

**\$50 Individual or Household - 8/1/2022 thru 7/31/2023**

**\$25 Individual or Household after February 1st**

**Mail signed agreement and check made payable to Abacoa POA**

Abacoa Community Garden  
c/o Abacoa POA, Inc.  
1200 University Blvd. Suite 102  
Jupiter, FL 33458

I am interested in getting on a waitlist for an:

Individual Plot      Table High Bed      Either

I am interested in actively participating in  
a particular community bed (Bed Buddy)

**If interested, please check one or more committees you'd like to assist. You will be contacted when help is needed. Time allotment is flexible.**

Planting Committee (i.e. seeding, transplanting, watering, composting, etc.)

Communications (social media, promotional writing/articles)

Fundraising/Grant-writing

Social Activities (Adult/Children)

Maintenance and Irrigation

**If this is a HOUSEHOLD MEMBERSHIP, please list other household members.**

Name(s): \_\_\_\_\_ Ages of Child(ren): \_\_\_\_\_

\_\_\_\_\_  
I have read and agree to abide by the guidelines on Membership Agreement Page 2.

**PRINT NAME**

**SIGN NAME**

**DATE**

\_\_\_\_\_

\_\_\_\_\_

**SIGN HERE**

\_\_\_\_\_

**MEMBERSHIP GUIDELINES:**

1. I will use this garden at the sole discretion of the Abacoa Community Garden / Abacoa Property Owners' Assembly, Inc. I agree to abide by its policies and practices as an Organic Garden.
2. I authorize the Abacoa Community Garden to use my personal information to communicate with me.
3. I will participate in the overall care and maintenance of the Community Garden including weather related events.
4. I may harvest from the Community Beds providing I actively participate in the Community Garden.
5. As an active member, I will have access to the produce which is grown in the community sections only. Community produce can be harvested Wednesdays through Saturdays.
6. I understand that children 17 or younger must have a liability waiver signed by a legal guardian and children 13 or younger must have a responsible adult with them at all times.
7. I will not work at the Garden on Sundays between 9 a.m. and noon.
8. Prior to using any fertilizers, herbicides or pesticides, not labeled Organic, I will get approval from the planting committee.
9. I will take home my trash except for small, disease free plants that can go in the compost bin. I will not throw weeds or plants over the fence.
10. As a community garden member, I agree to share in the responsibility of taking filled garbage bags, old fencing, etc. home for pick up with my own garbage.
11. I will not pick produce from individual plots without permission.
12. All plantings in the community plots must be approved by the planting committee. No plants or trees are to be planted in the pathways. No trees are to be planted in any plot.
13. I will not bring pets into the Garden.



## **LIABILITY WAIVER**

I UNDERSTAND THAT THERE MAY BE RISKS ASSOCIATED WITH THE **ABACOA COMMUNITY GARDEN**.

By signing below, I hereby represent that I am familiar with and assume all risks in any way associated with my participation (or the participation of my minor child) in the above-referenced club/activity which has been organized, sponsored, or endorsed in any manner by Abacoa Property Owners' Assembly, Inc. (the "APOA"), and I hereby release the APOA and Renewal Church, their employees, licensees, members, agents, directors, officers, managers, and management company as well as any member of the garden (collectively the "RELEASEES") from any and all claims for damages for personal injury, death, or property damage of any kind which may hereafter accrue to me (or my minor child, if I have signed below for a minor) or any person, as a result of, or in any way related to, my (or said minor's child's) participation in, or presence at, the above-referenced activity at any time.

This release from liability also releases the RELEASEES from any liability or claims related to the use of photographs or videos, for publicity purposes related to the Abacoa clubs/activities, of the undersigned participant (and any minor child the undersigned is signing this document on behalf of).











This assumption of risks and release from liability shall be binding on my (and said minor's child's) heirs and assigns, and shall operate to bar all claims against the RELEASEES regardless of whether liability may arise out of negligence or carelessness of the RELEASEES.

### **PERPETUAL EFFECT OF THIS DOCUMENT:**

**I AGREE THAT THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AGREEMENT EXTENDS INTO THE FUTURE AND COVERS ANY AND ALL VISITS FOR WHICH THIS AGREEMENT APPLIES, AS WELL AS ANY RETURN OR REPEAT VISITS BY EITHER MYSELF OR MY MINOR CHILD.**

**I have read and agree to abide by the Liability Waiver.**

**DATE:** \_\_\_\_\_

<b>PRINT</b> Participant Name	<b>SIGN</b> Participant Signature	<b>PRINT</b> Guardian Name	<b>SIGN</b> Guardian Signature
			
			
			
			
			



**ABACOA COMMUNITY GARDEN  
2022-2023 INDIVIDUAL PLOT AGREEMENT**

If you are interested in an Individual Plot, contact Esther Forrest [efberkowitz@gmail.com](mailto:efberkowitz@gmail.com)  
for information and availability.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Preferred Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**You must be a current Abacoa Community Garden Member**

**IMPORTANT: Returning IP members should include payment with application.  
NEW member IP bed requests - do NOT include payment. Plots will be assigned July/August.  
Payment shall be due upon plot assignment.**

**Individual Plot Fees**

**\*Full Sized Plot: \$90**

(\*For Full Size Renewal ONLY.)

Not available to new members or for current 1/2 plot upgrade)

**½ Sized Plot: \$45**

**Table Top Bed: \$35**

**Mail signed agreement and check made payable to Abacoa POA**

Abacoa Community Garden  
c/o Abacoa POA, Inc.  
1200 University Blvd. Suite 102  
Jupiter, FL 33458

**I have read and agree to abide by the guidelines on IP Membership Agreement Page 2.**

**PRINT NAME**

**SIGN NAME**

**DATE**

\_\_\_\_\_

\_\_\_\_\_



\_\_\_\_\_

## INDIVIDUAL PLOT GUIDELINES:

1. Once assigned, I will be responsible for my individual plot and will cultivate or cover it within three weeks.
2. I will plant my plot no later than October 15th. I will not leave my plot fallow or unused for longer than two weeks unless arrangements have been made with the IP Coordinator.
3. If I leave my plot in a neglectful state after a period of two weeks, the IP Coordinator will attempt to contact me for resolution. If I neglect my plot for a total of four weeks, it will be reassigned at the discretion of the Coordinator. I will not receive a refund of the Individual Plot or Membership Fees nor for any other expenses I have incurred.
4. If for any reason (health, vacation), I will be temporarily unable to maintain my plot, I will contact the IP Coordinator. I can have a non-member substitute gardener providing they sign a Liability Waiver which I will submit to the APOA.
5. If I can no longer keep up my plot, I will immediately contact the IP Coordinator so that the plot may be reassigned. No refunds of Individual Plot Membership Fees will be given.
6. I am permitted to use the compost provided by the Garden for use on my plot. Prior to using any personal compost, not labeled Organic, I will get approval from the planting committee.
7. I will not expand my plot to encroach on any other plot or pathways.
8. I will keep my plot and surrounding pathways weeded and will remove any dead plants.
9. I will remove bags of soil, fertilizer, watering cans, tools, etc. from my plot when I leave for the day.
10. If I want to raise my bed, at my own expense, I will not use treated or stained wood or scrap construction material.
11. Structures such as trellises, should not exceed six feet in height. The structures must be safe and structurally sound. Scrap construction materials are prohibited.
12. I agree in the event of a significant weather event (tropical storm warning, hurricane watch or warning), to dismantle and remove any trellis or loose items from my plot. If unable to storm prep my plot, I will notify the IP Coordinator ASAP. No refunds will be made for any damages.
13. My Individual Plot Membership cannot be transferred to another party.

