



**ABACOA COMMUNITY GARDEN
2021-2022 MEMBERSHIP AGREEMENT**

Name: _____ Address: _____

Preferred Phone: _____ E-mail: _____

Membership Fees

\$40 Individual or Household - 8/1/2021 thru 7/31/2022

\$20 Individual 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

Please tell us a little bit more about yourself.

Years of gardening experience

I am interested in getting on a
waitlist for an Individual Plot

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

Plant Propagation (i.e. seeding, transplanting, watering, etc.)

Garden Promotion (special event coordination, promotional writing/articles)

Children's Activities

Fundraising/Grant-writing

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

_____  _____

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 understand that as a Community Garden Member, I will assist on one of the above committees.
4. I agree to participate in the overall care and maintenance of the Garden.
5. 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.
6. I will not work at the Garden on Sundays between 9 a.m. and noon.
7. I will not bring pets into the Garden.
8. Prior to using any fertilizers, herbicides or pesticides, not already labeled Organic, I will contact Tom Poulson (tomandliz05@gmail.com) and get approval to such amendments.
9. As an active member, I will have access to the produce which is grown in the community sections only.
10. I will not pick produce from individual plots without permission.
11. All plantings in the community plots must be approved by the leadership team. No plants or trees are to be planted in the pathways. No trees are to be planted in any plot.
12. Plants and weeds that are pulled are to be cut and disposed of in the compost bin. Larger plants such as collards, eggplant, etc. and any diseased plants are to be removed, bagged and disposed of in the trash. Weeds or plants are not to be thrown over the fence.
13. 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.
14. IQ water is used for drip irrigation. IQ water (reclaimed) is not to be used for drinking or washing hands or produce.



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 (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: _____

PRINT Participant Name	SIGN Participant Signature	PRINT Guardian Name	SIGN Guardian Signature



**ABACOA COMMUNITY GARDEN
2021-2022 INDIVIDUAL PLOT AGREEMENT**

If you are interested in an Individual Plot, contact Esther Forrest 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: \$60.00

½ Sized Plot: \$30.00

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 not leave my plot fallow or unused for longer than three weeks unless arrangements have been made with the IP Coordinator.
3. If I leave my plot in a neglectful state after a period of three weeks, the IP Coordinator will attempt to contact me. If I neglect my plot for a total of five 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. If I have a substitute gardener, I will contact the IP Coordinator so that the substitute gardener can sign a Liability Waiver.
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 contact Garden Ecologist Tom Poulson (tomandliz05@gmail.com) and get approval for such amendment.
7. I will not expand my plot to encroach on any other plot or pathways.
8. I am expected to 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.

