



ABACOA COMMUNITY GARDEN MEMBERSHIP AGREEMENT

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____ E-mail(s): _____

Community Garden Membership Registration and Dues (\$36 Individual or Household - 8/1/2019 thru 7/31/2020 \$18 Membership after February 1st):

- Mail check made payable to Abacoa POA along with signed agreement to:
- Abacoa Community Garden
- c/o Abacoa POA, Inc.
- 1200 University Blvd. Suite 102
- Jupiter FL 33458
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Please tell us a little bit more about yourself.

____ Years of gardening experience

____ Zones where gardened

Please check one or more 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)
- Children's Activities
- Fundraising/Grant-writing

If you are interested in an Individual Plot, contact Esther Forrest efberkowitz@gmail.com for information and availability.

GUIDELINES, TERMS AND CONDITIONS:

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 understand that as an Annual Community Garden Member, I will assist on one of the above committees.
3. I agree to participate in the care and maintenance of the Garden.

LIABILITY WAIVER

I UNDERSTAND THAT THERE ARE 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, AND AGENTS (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 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 OF 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 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.

PRINTED NAME

SIGNATURE

DATE

DATE: _____

Legal Guardian

Participant

PRINTED NAME

SIGNATURE

DATE

DATE: _____

Legal Guardian

Participant

Participant Name

Participant Signature

Legal Guardian

Legal Guardian Signature

ABACOA COMMUNITY GARDEN INDIVIDUAL PLOT AGREEMENT

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____ Email: _____

You must be a current Abacoa Community Garden Member

Individual Plot Membership Registration and Dues (Plot Size: Full \$60.00; 1/2 Plot \$30.00)

- Mail check made payable to Abacoa POA along with signed agreement to:
- Abacoa Community Garden
- c/o Abacoa POA, Inc.
- 1200 University Blvd. Suite 102
- Jupiter, FL 33458

GUIDELINES, TERMS AND CONDITIONS:

1. I am responsible for my individual plot for the entire length of term mentioned above.
2. Once I have been assigned a plot, I will cultivate and plant it within two weeks. If planting is delayed, I will cover my plot to avoid unnecessary weed growth.
3. 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 to such amendment.
4. I am permitted to use the mulch provided by the Garden for use on the pathways. I will not use personal mulch or synthetic weed barrier, i.e. ground cloth on the pathways, however, newspaper or cardboard covered with the Garden's mulch is acceptable.
5. I will not expand my plot and plant growth is not to encroach on any other plot.
6. I will not plant any tree of any sort in my plot.
7. I am expected to make Garden sanitation a priority by making sure my plot and surrounding pathways are kept weeded. I will remove dead plants to discourage insects and other soil borne diseases.
8. I will remove bags of soil, fertilizer, watering cans, etc. from my plot when I leave for the day.
9. If I want to raise my bed, at my own expense, I will contact the Tom Poulson (tomandliz05@gmail.com) for approval. Pressure treated wood is not to be used nor is scrap construction material. Wood is not to be stained without first consulting the Garden Ecologist.
10. Structures, such as trellises, should not exceed six (6) feet in height. The structures must be safe and structurally sound. Scrap construction materials are prohibited.
11. I will not leave my plot fallow or unused for longer than a period of three weeks, unless arrangements have been made with the IP Coordinator.
12. If I leave my plot in a neglectful state after a period of three (3) weeks, the IP Coordinator will attempt to make contact with me by email of neglected plot. If action is not taken within 14 days of the email, my plot will be reassigned at the discretion of the Member Coordinator and I **will not receive a refund** of the Individual Plot Membership Dues or for any plantings that have to be removed.

13. 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.

14. 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 Dues will be given.**

15. I agree to, in the event of a significant weather event (tropical storm warning, hurricane watch or warning), dismantle and remove any trellis or loose items from my plot. If unable to storm prep my plot, the Abacoa Community Garden, at their discretion, will dismantle and remove trellis and loose items from my plot. **No refunds will be made for any plants lost in this process.**

16. My Individual Plot Membership cannot be transferred to another party.

17. 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.

18. I have signed the Abacoa Community Garden Membership Agreement and Liability Waiver and will abide by those Guidelines, Terms and Conditions.

19. I authorize the Abacoa Community Garden the use of my personal information for the purposes of communicating directly to me.

I have read and agree to abide by the above guidelines, terms and conditions.

PRINTED NAME

SIGNATURE

DATE

DATE: _____

Legal Guardian

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