

# 2021 Downtown Community Garden Agreement



## Individual Plot Responsibilities

1. I understand that if I violate any of these Individual Plot Responsibilities, Common Areas requirements, posted garden rules, or Community Principles that I am at risk for losing my plot(s) and being removed from the garden.
2. I understand that the fee is non-refundable & my plot(s) is/are non-transferable.
3. I understand I must provide valid contact information for myself and one emergency contact.
4. I understand I am responsible for my plot(s) from **April 15, 2021 - November 15, 2021**.
5. I understand I must prepare my plot(s) by **May 1, 2021** (dependent on date of last frost), which includes removing debris, weeding, and planting my plot(s) and weeding and fixing any aggregate one foot around the plot(s) perimeter.
6. I will prepare my plot(s) for winter by **November 15, 2021**, which includes removing all organic material and personal items. I will **not** store composting bins, cages, decorations, boards, buckets or other items in my plot(s) overwinter. If my plot(s) is/are not properly prepared, I will not be permitted to rent the same plot(s) the following season. I hereby agree any Items remaining after this date will be disposed of by the City without any further notice. **(Appendix A)**
7. If I am unable to harvest or care for my plot(s), I will notify the staff or designated volunteer immediately to harvest and donate identified produce (ex. vacation, illness, RAGBRAI, etc.)
8. I agree to use only organic gardening methods and will not use chemical fertilizers, herbicides, pesticides, and/or fungicides.
9. Each plot is composed of two beds composing 150 ft<sup>2</sup> growing area. I will not modify the size of my plot(s) beyond the prescribed dimensions.
10. I understand I am solely responsible for maintaining my raised bed and the City is not responsible for maintenance of items I add. Permanent structures are not allowed.
11. I will not make any physical improvements to my raised beds including fencing, attached trellises, etc. Orange plastic snow fencing, twigs and/or branches are not acceptable. **(Appendix B)**
12. I will leave numbered stakes in my plot(s) so each plot is identifiable. If my plot number is missing, I will notify the staff.
13. I understand that if I have multiple plots I will maintain the pathways between adjacent plots and I cannot combine plots to make one larger plot.
14. I will not shade neighboring plots with my plants or growing structures.
15. I understand bushes and trees are not allowed in my plot(s).
16. I agree to remove weeds and produce at least once per week, in and along my pathways the entire gardening season, so as to not obstruct pathways.
17. If it is deemed that my plot(s) are interfering with access to other plots, I agree to immediately remedy the situation or risk losing plot(s).
18. I will **not** use mulch inside my plot. **(See Appendix C)**
19. If I use a cover crop I may only use an approved crop **(Appendix D)**.
20. I will keep trash and/or dead plant material picked up in my plot(s) and place in their designated areas, containers, or trucks. I will not place organic matter in the trash or trash in the compost.
21. I will not store composting bins, empty cages, buckets, etc. in my plot.
22. If I receive a weed notice, I must amend my plot(s) within **one week**. If I do not resolve the issue, I must relinquish my plot(s) and my plot(s) will be reassigned. If I receive **three (3) weed notices** in one season, I must relinquish my plot(s) and it/they will be reassigned.
23. If I receive notice requiring me to relinquish my plot(s) or I relinquish my plot, I agree to remove my personal property and plot improvements within **48 hours of such notice**. I hereby agree that the City may remove and dispose of personal property and/or improvements after 48 hours without any further notice.

### Common Areas

- A. I understand the City provides gardeners only water. I understand water will only be available **May 1-October 1** (dependent on weather).
- B. I will shut off the water and wind up the hoses after I use them.
- C. I will share water and other garden materials fairly.
- D. I understand the City does not provide fertilizers, fungicides, pesticides, pest deterrents, etc.
- E. I will place compostable debris in the designated composting dumpster and/or bin and pack it in to the best of my ability, to minimize space and allow room for other gardener's compost.
- F. I will not plant items in common areas or build/make improvements to any garden space or structure.
- G. I will not obstruct walkways with any items, including fencing, unwound hoses, or plants (including vines).
- H. I will not use other gardener's tools without first obtaining the tool owner's consent. I will clearly mark tools with my name and that I do not wish to share. The City is not responsible for any lost or missing tools.
- I. I will not take community tools or garden materials (mulch) out of the City garden for any reason, including personal use, or use garden materials in excess.
- J. I will care for and respect community tools by cleaning and returning them to the designated community storage area. I will turn wheelbarrows upside down to prevent water from pooling in them.

### Community Principles

- A. I will read and follow the attached COVID-19 safety protocols to help keep myself and other gardeners safe.
- B. I will help maintain community garden and my plot(s) aesthetics to ensure the site looks respectable. I understand the City maintains the right to remove structures during maintenance or structures that are deemed unsafe or unkempt as necessary.
- C. I will use appropriate language and exhibit respectful behavior towards staff, gardeners and visitors.
- D. I will notify Parks and Recreation staff of vandalism, theft, inappropriate behavior, or other concerns.
- E. I will receive permission before entering the other gardeners' plot(s) except for retrieving community tools.
- F. I will keep pets outside of the garden area and leashed as per city ordinance.
- G. I will be responsible for guests and/or children at the community gardens.
- H. I will not harvest produce from other plot holder's plot(s) unless I have permission.
- I. I will not smoke in the community gardens.

### Definitions

- **Unkempt:** Untidy appearance, such as weeds taking over my plot(s) or pathways, untended paths, debris not removed from my plot(s), rotting produce, etc. that can create a gardening problem, nuisance or liability.
- **Weeds:** Any plants not purposely planted or desired by the plot's gardener, and that is not a vegetable, fruit, flower, decorative plant, or wildlife support plant. Examples of weeds are

thistles, dandelions, plantain, trees, or any type of grass not planted or desired by the gardener of a particular plot.

- **Organic:** Materials derived from 100 percent, all-natural sources which do **not** contain synthetic chemicals.
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### Appendix A: Overwintering

Please remove the following items from your garden plot(s) and store them off-site:

- All Organic Matter
- Tomato Cages
- Trellises
- Buckets
- Shade Structures
- Pest Deterrents
- Decorations
- Plastic or Ceramic Flower Pots
- Bricks/Decorative Rocks
- Any other Loose Debris



### Appendix B: Fencing

The following are fencing examples that are not allowed:



### Appendix C: Mulch Alternatives

The following materials can be used to mulch inside your plot(s) and cover your plot(s) overwinter:

- Leaves
- Hay
- Pine Needles
- Shredded Paper
- Grass Clippings

The following items are not allowed to mulch inside your plot(s):

- Wood Mulch
- Cacao Nib

### Appendix D: Cover Crops

Cover crops add nutrients to the soil, reduce soil loss, and act as a natural weed barrier. If mismanaged and allowed to go to seed, many cover crops can quickly become weedy, and several have become prominent invasive species. Oats is the only approved cover crop for Des Moines Parks and Recreation Community Gardens. The plant is winter-killed, which ensures the oats won't go to seed or become weedy.

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,  
AND INDEMNITY AGREEMENT AND PHOTO RELEASE**

In consideration of my, or my minor child, being permitted to participate in any way in the Community Garden Program (“Activity”), I, the Undersigned, for myself and my minor child, all of my or my minor child’s, personal representatives, executors, administrators, heirs, next of kin, successors and assigns, herein referred to as “Releasers”, do hereby:

1. Acknowledge that this Activity carries with it the potential for serious injury, death and/or property damage, and certify as to my physical fitness and that of my minor child to participate and declare that neither I nor my minor child, have been advised otherwise by a qualified medical professional.
2. Acknowledge, agree, and represent that I and my minor child will, at all times, be aware of the surroundings during the Activity and agree that if I or my minor child consider anything related to this Activity to be unsafe, will immediately advise the Activity officials of such, and if necessary, will leave the area or refuse to participate further in the Activity.
3. Waive, release and discharge, and covenant not to sue, the City of Des Moines, Iowa, it’s elected and appointed officials, employees, volunteers, sponsors, partner organizations and agents, including others who give recommendations, directions, or instructions as part of this Activity, hereinafter referred to as “City” from, any and all liability to Releasers, except for my minor child, for any and all loss or damage, and any claim or demands, therefore, on account of injury to the person or property or resulting in my death or that of my minor child, including illness or complications associated with COVID-19 pandemic, or damage to me or my minor child's property arising out of or related to the Activity or occupancy of the Community Garden, including traveling to or from the Activity and any volunteer service by my minor child or I.
4. Agree to Indemnify and Save and Hold Harmless the City and each of them from any loss, liability, damage, or cost to third parties that they may incur arising out of or related to me or my minor child’s participation in this activity.
5. Agree that this Permission form is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. Assume full responsibility for any risk of bodily injury, including illness or complications associated with COVID-19 pandemic, death, or property damage arising out of or related to the Activity.
7. Agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends *to all acts of negligence by the City, not including gross negligence and willful misconduct*, and is intended to be as broad and inclusive as is permitted by law including any governmental immunity afforded the City by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. Authorize any medical treatment, including the administration of anesthesia, deemed advisable by any licensed physician to relieve any injuries received or illness contracted by me or my minor child as a participant in this Activity. I hereby agree to pay all costs of any medical treatment or emergency transportation.
9. Authorize and consent to the City, its sponsors, and any news media, and their successors and assigns and those acting under their authority, to take, publish, use in any media, and copyright photographs, videotape or other and audio or visual media, including broadcast in any media, of me or my minor child and agree that such may be used for any lawful purpose without further compensation or approval.

**I have read the Permission to Participate, Release and Waiver, Assumption of Risk and Indemnity Agreement and Photo Release, fully understand its terms and conditions, understand that I have given up substantial rights by signing it, and sign it voluntarily without assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the fullest extent permitted by law, including all acts of negligence by the City as stated above, while being a plot holder at a City Community Garden. I agree that this Agreement and Photo Release will be IN EFFECT for 5 YEARS from the date of my signature, unless otherwise terminated by me in writing delivered to the City.**

*Please keep a copy of this agreement for your reference.*

Participant Name: \_\_\_\_\_  
(Please Print)

Age: \_\_\_\_\_  
(If under age 18)

Participant Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_ City/Zip \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Organization (if applicable): \_\_\_\_\_

**Community Garden Locations**

<i>Garden</i>	<i>Location</i>	<i>Returning? Please list your plot numbers</i>
Allen Park	800 SE 6 <sup>th</sup>	