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**THORNBURY COMMUNITY GARDENS RENTAL APPLICATION AND AGREEMENT**

Please submit to Magi Sibbett by Thursday March 1st with payment of $55. Payment can be:

1. Cash
2. Cheque (made payable to Free Spirit Gardens
3. E-transfer to [thornburycommunitygardens@gmail.com](mailto:thornburycommunitygardens@gmail.com). Etransfer security question: “What fruit is in your logo?” answer: “tomato”

Magi Sibbett

182 Bruce Street

Thornbury, ON

N0H2P0

[Thornburycommunitygardens@gmail.com](mailto:Thornburycommunitygardens@gmail.com)

Plots will be assigned on a first come first served basis with consideration for those with special needs. Applicants will be notified with their assignment by April 1, 2018. Gardeners can access their plots when the construction is complete. Thank you for your participation and interest! Please be sure you are subscribed to the e-newsletter. You can do so at www.freespiritgardens.org.

Kimberly Edwards

Committee Chair

519-379-3634

|  |  |
| --- | --- |
| **Name (First and last)** |  |
| **Email** |  |
| **Phone** |  |
| **Address** |  |
| **Date** |  |
| **Signature** |  |

Please indicate here if you are requesting the rental of a raised bed or in ground bed and if you have special circumstances that would inhibit you from gardening at ground level.

Notes:

**2018 Thornbury Community Gardens Agreement**

1. Gardeners will pay an annual plot rental fee to rent a garden plot within the designated Community Garden Area.
2. The period of the plot rental shall be annual: April 1st – November 31st . Plots are “no-Till” meaning they will not be machine tilled and must be maintained year-round by hand. This includes frequent weeding, soil amendments, mulching etc. This is an opportunity to plant perennials, garlic, spring bulbs, etc. and to practice an even more “eco-friendly” way of gardening.
3. Plots will be assigned on a first-come/first-serve basis. Gardeners wishing to reserve their same plot for the next year shall register and pay for that plot by October 31st of the current year.
4. Raised Garden Beds **-** Gardeners who would benefit from a raised bed due to mobility limitations or any other circumstance are encouraged to note this on their application. The committee will take these notes into consideration when assigning plots.
5. Gardeners may access plots first thing in spring as long as they know which one is theirs.
6. If a gardener is unable to continue gardening, he/she shall notify Free Spirit Gardens. If there is no garden activity by July 1 the plot will be reassigned at the discretion of the committee. There will be no fee reimbursement.
7. Pesticide use is not permitted and only organic fertilizers and pest prevention are to be used.
8. Gardeners shall keep their plots weeded and tidy, and maintain tidy pathways of one long edge and one short edge surrounding their plot.
9. If a gardener’s garden bed is unkempt, they will be given two (2) weeks notice to clean it up. If they do not comply in two weeks, their bed may be reassigned and their annual fee forfeited at the discretion of the committee.
10. Gardeners must not plant corn and any tall crops where they will shade other people’s plots unless the gardener can demonstrate that there will not be a negative effect.
11. Illegal, invasive, and/or aggressive plants **(ex. Mint)** are strictly prohibited.
12. All plant material and compost must be placed in the pile or container provided. We will not be actively composting on site – it will be hauled with the town’s organics program. Do not leave garbage or recycling at the site or in the container.
13. Smoking on the garden property is prohibited.
14. All pets must be on a leash and are not permitted to roam freely in the gardens. Owners must pick up after their pets and bring the waste away with them.
15. All tools must be returned to the tool shed when you are done and the shed is to be locked. The tool shed combination is to be kept confidential amongst gardeners.
16. Installation of any fencing, boards or any other materials to enclose the individual garden plots requires consent from the committee.
17. Please report any vandalism to Free Spirit Gardens
18. Each gardener’s contact information will be provided to Free Spirit Gardens. Contact information will not be shared and will be used solely for communication from Free Spirit Gardens.
19. **WATERING:** Please notify Free Spirit Gardens if the water barrels are empty.
20. Gardening hoses and sprinklers are not permitted in the gardens unless permission has been granted from Free Spirit Gardens.
21. A Winter mulch or cover crop is strongly recommended to keep the weeds down in your garden in early spring. Fall leaves are a great resource for this.
22. Gardeners are responsible for supervising those individuals they bring to the garden including other adults, youths and children.
23. Work to keep the garden a happy, secure, and enjoyable place where all participants can garden peacefully in a neighbourly manner.



**Release of All Claims**

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, am a participant in the Thornbury Community Gardens. As a condition of my involvement in the Community Garden, I agree to the following:

1. I am duly aware of the risks and hazards that may arise through participation in the Community Garden, and assume any expenses and liabilities I incur in the event of an accident, illness or other incapacity. If I have had any questions about the Community Garden, its nature, risks or hazards, I have contacted Free Spirit Gardens and discussed those questions with him or her to my satisfaction.

2. In consideration of being granted the opportunity to participate in the Community Garden, I, for myself, my executors, administrators, agents and assigns do hereby release and forever discharge Free Spirit Gardens, volunteers, other gardeners, and the cooperating landowner – The Town of the Blue Mountains, from all claims of damages, demands, and any actions whatsoever, including those based on negligence, in any manner arising out of my participation in this activity. I understand that this Release means that, among other things, I am giving up my right to sue for any such losses, damages, injury or costs that I may incur.

I represent and certify that my true age is either 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has read and signed this form. I have read this entire Release, fully understand it, and I agree to be legally bound by it.

Participant's Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_