

Fountain Hills Community Garden (FHCG) Garden Bed Rental Agreement and Waiver

Thank you for your interest in the Community Garden bed rentals. Rentals run on a calendar year basis; January 1 – December 31. **Your Garden membership fee is included with your Garden Bed rental. Husbands/wives/or other partners sharing a garden bed are required to have a Friend of the Garden membership and pay the \$20.00 membership fee.**

Garden Beds are 4'x10'X 24" tall = \$150.00 annually

American Disabilities Act compliant (ADA) beds are 39"x45"x30" = \$75.00 annually

*****There is a \$25 discount for gardeners renting more than one garden bed and currently grandfathered in our lease agreement.**

*****While there is a wait list, only 1 bed will be rented until there are more beds available.**

The limit of bed rentals is 2 beds. The date of your wait list request will be your number in line.

Each gardener will have their own gate code. **DO NOT SHARE YOUR PRIVATE GATE CODE** or leave the gate open.

The Garden Bed rental includes (these items all stay at the garden)

- | | |
|------------------|------------------------------------|
| -Organic soil | -Irrigation timer |
| -Shade cloth | -Initial basic irrigation supplies |
| -3 support hoops | -Water bib |

Items you will need:

- Multi use 5 gal bucket: to sit on, collect harvest, carry tools, transport compost and cuttings
- Gardening gloves, garden hand tools & scissors, -9V battery for the timer
- Soil Amendments -Bird netting -Trash bags -8" or 10" long Ground Staples for drip lines

All garden bed rental members have access to: a small community herb garden (as available), compost, and coffee grounds for nitrogen, some tools and seeds (some for sale or donation), classes, membership updates, share basket, greenhouse and special events.

The garden has a shed on site with tools that are available for use and during work days, when a garden manager is present. Please clean all tools and replace in stored locations. The garden also has 2 waste bins: 1 for trash, 1 for green waste. **When the trash bins are full, all gardeners are required to remove all their garden debris and take home.** There are 6 compost bins for compost debris.

As a garden member the garden's care and maintenance is your responsibility. All garden members are expected to participate in a minimum of 2 work days annually; more is always appreciated. Bring your family, friends, co-workers, many hands make for light work!

Communication is essential to your success. We encourage you to ask questions, follow the group on Facebook, review the Bulletin Board at the Garden entry gate, attend monthly Membership events held at the garden, open the Sign up Genius notifications to volunteer and sign up, read the Garden's Monthly Newsletter on our Facebook Group or our website:

<https://www.fountainhillscommunitygarden.com>

Contacts for garden managers: Joy Hubbard 602-692-1183, Rita Applegate 816-896-8507, Mary Taschner 602-692-6928, Mark Dalton 480-390-7255

Please call or text with questions or to request assistance.

You will be partnered with an Irrigation Team Member for your irrigation supplies and instructions. You will not receive your timer until you have completed training. See the Garden website for a list of garden amendments at

<https://www.fountainhillscommunitygarden.com>

Responsibilities of a Garden Bed Renter:

- NEVER EVER affix anything to your garden bed - no nails, no screws, nothing.
- Gardeners are responsible for their own seeds, plants, plant supports, soil amendments, frost cloth and tools. The use of power tools at the garden is prohibited.
- Gardeners will use only organic products. NO pesticides or toxic materials are to be used.
- No pets allowed inside the garden.
- Do Not touch anything inside any other garden bed; take or borrow anything from any other garden bed; or use the hose attached within another garden bed. There are hose gabions located throughout the garden with spray handles attached for your use.
- Please keep your garden bed and surrounding areas clean and neat. Be respectful of your neighbors. Keep plants and netting out of the walkways to prevent any trip hazards.
- It is important to water your garden bed according to the directions provided by our Garden Managers. Repair any leaks promptly. Standing water around a bed is prohibited.
- Small flags, solar lights, personalized accents, are allowed within your garden bed.
- Please do not store your tools or personal items at the garden. If tools or personal items are left at the garden they must be stored inside the garden bed.
- If pests or fungus are noted on your plants, you will take immediate action to prevent spreading throughout the garden. Remove or treat infected plants.
- Check our Facebook group regularly, read monthly Newsletter to keep informed of Garden news.
- **If you are a seasonal gardener and leave for a period of time, greater than 3 weeks, you must clean out your garden bed and notify Mark Dalton 480-390-7255, about your extended leave.**

THANK YOU!

Additional Information

There are no refunds. Payment is made to FH Cultural and Civic Association.

Garden beds are first offered to gardeners currently renting at the garden. Any remaining garden beds will be assigned on a first come, first serve basis. **Once all of the garden bed rentals are paid for, we will start a waiting list. When there is a wait list, only 1 bed will be leased, until garden beds become available. (see page 1)**

You are welcome to bring in guests to the garden and give them a tour. Guests are your responsibility and under your supervision at all times and they should not touch or take items from other garden beds. Guest must leave the Garden when the member leaves.

Garden Managers will address rules broken at the garden They will provide **1 verbal notification** and allow **7 days** to correct the issue. Written notices (sent by text or email) will follow. After the second written notice with no action taken by you, the gardener, a final notification will be sent indicating you have forfeited your gardening privileges and your garden bed. Your gate code will be cancelled.

There is no smoking, drinking of alcoholic beverages, use of illegal drugs, gambling, or be under the influence of alcohol or illegal drugs in the garden. Weapons, pets or other animals are **NOT** allowed in the garden.

If there is any change in your contact information, you must notify Mark Dalton at 480-390-7255.

We welcome your help to grow and sustain the garden. Please Volunteer.

The FHCG Board is an all-volunteer board that operates under the The Fountain Hills Cultural & Civic Association. The FHCCA is 501(c)(3) non-profit organization. The FHCG Board is the governing authority and Garden members are subject to their by-laws and terms.

We hope you enjoy the many benefits of the FHCG including free classes, Membership updates, special events, sharing successes, growing healthy and nutritious foods.

Please be sure to complete the Garden Bed Rental Agreement and Waiver.

Retain pages 1-3 above for your reference. **Garden Bed Rental Agreement and Waiver forms must be returned to us in order to receive access to the garden and receive your gate code.** You may mail to **FHCCA/FHCG P. O. Box #18254, FH AZ 85269-8254**; scan (no pictures) and email to **fh.cultural.civic@gmail.com**.

Thank you.

Garden Bed Rental Agreement and Waiver (This is a fillable form)

Fill out and save this document as a pdf to upload on the garden website at the link below:.

<https://www.fountainhillscommunitygarden.com/bed-rentals2>

Gardener: _____

Address: _____

Email: _____ Phone: _____

(if there is any change in your information, you must notify Mark Dalton 480-390-7255)

____ \$150 Annual fee for 4'x10'x24" Garden bed. Each garden bed rental includes
1 Membership (partners must have Friend of the Garden Membership)

____ \$75 Annual fee for 39"x45"x30" ADA Garden bed. Each bed rental includes
1 Membership (partners must have Friend of the Garden Membership)

Payment Options are on the Garden website.

We will send out a Pay Pal link as soon as you submit this Garden Bed Rental Agreement and Waiver.

Fill out and save this document as a pdf to upload on the garden website at the link below:.

<https://www.fountainhillscommunitygarden.com/bed-rentals2>

If you need to mail your agreement, please use this form as well.

Date Paid _____

____ **Check: Mail check with the Garden Bed Rental Agreement and Waiver. Make check payable to FHCCA, address below.**

Date Mailed _____

Mailing address: Fountain Hills Cultural and Civic Association (FHCCAP. O. Box #18254, Fountain Hills, AZ. 85269-8254

My signature or payment, indicates that I have read and understood **Garden Bed Rental Agreement and Waiver**. I agree to abide by said terms and conditions.

Signed: _____ **Date:** _____

My Garden Partners:

List the names of the additional gardeners that will be sharing the garden bed. These individuals are required to pay the Friend of the Garden fee of \$20.00 annually and complete and sign a Membership form. They will receive their own gate code. Children 12 and younger are free (no gate code); they are to be supervised by an adult at all times. List names of Children or Garden Partners below:

Name: _____ Name: _____

Name: _____ Name: _____

For office use: _____ Bed# _____ Badge _____ Gate Code _____ Email list
_____ Payment information

Assumption of Risk and Waiver and Release of Claims:

I forfeit my right to sue the owner of the property, the FHCG and FHCCA. I understand that neither the garden group nor owners of the land are responsible for my actions. I understand that participating in the Garden has a risk of death or injury to myself or my guest and damage to my personal property. These risks could be caused by me or other gardeners. The risks could also come from the condition of the land where the Garden is located, or the equipment and tools available at the garden, or the weather or other environmental or local conditions. **Therefore, I agree to hold harmless the garden group, the FHCCA and owners of the land for any liability, damage, lawsuit, cost or claim that occurs directly or indirectly resulting from, or arising out of connection with the use of the Garden by me or any of my guests.**

Medical Care Waiver:

You give up any right to sue or otherwise attempt to collect money arising out of any first aid, treatment, or medical service. You understand that you are not covered by or eligible for any insurance, health care, workers' compensation or any other benefits. Members are requested to contact Mark Dalton 480-390-7255 regarding any grievance relating to any garden matter or person.

Signature: _____ **DATE :** _____

