



## 2015 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 – Granted April - November. 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 for that plot by October 31st of the current year.  
**3b) “Special Access Plots”:** Are plots that are reserved for those with mobility challenges, special needs, or seniors. They are closer to the water tap and composters and grass edge. These plots will be granted on an annual basis and should be re-applied for each year.
4. Gardeners may access plots first thing in spring as long as plots have been labeled. If the gardener is using the same plot as the year before, he/she is responsible for labeling their own plot with a very clear sign.
5. If a gardener is unable to continue gardening, he/she shall notify Free Spirit Gardens. Gardeners wishing to cancel mid-season should notify Free Spirit Gardens so that plots may be reassigned. There will be no fee reimbursement and all above ground material, including stakes, must be removed by the gardener.
6. Pesticide use is not permitted and only organic fertilizers and pest prevention are to be used.
7. Gardeners shall keep their plots weeded and tidy, and maintain tidy pathways of one long edge and one short edge surrounding their plot.
8. 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 Free Spirit Gardens
9. 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.
- 10. Illegal, invasive, and/or aggressive plants (ex. Mint) are strictly prohibited.**
11. Smoking on the garden property is prohibited.
12. 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.

13. 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. 7714

14. Installation of any fencing, boards or any other materials to enclose the individual garden plots requires consent from the Free Spirit Gardens

15. Vehicles must be parked on the field, not on the surrounding roads. Walking and bicycling are strongly encouraged. **PLEASE DRIVE SLOWLY THROUGH THE RESIDENTIAL ROADS AS YOU APPROACH THE GARDENS.** We have had some complaints from the community and for the longevity of the gardens we do not want to have any more.

16. Please report any vandalism to Free Spirit Gardens

17. 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.

**18. WATERING:** Water is to be used first from the rain barrels. Please notify Free Spirit Gardens if the barrels are empty. Only when the rain barrels are empty is the town tap to be used. The Town of Collingwood donates the water, however it is being metered and if our usage is too high we will be charged for it. **The water tap is only to be used when rain barrels are empty or by users of "Special Access Plots" when necessary.**

**19) Gardening hoses and sprinklers are not permitted in the gardens** unless permission has been granted from Free Spirit Gardens.

20. Gardeners shall not remove corner garden plot stakes.

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.

### **Gardener's Code of Conduct**

1. Be considerate of neighbours when planting garden plots.

2. Pick only your own crops unless permission is given by the other gardener.

3. Gardeners are responsible for supervising those individuals they bring to the garden including other adults, youths and children.

5. Work to keep the garden a happy, secure, and enjoyable place where all participants can garden peacefully in a neighbourly manner.

6. Use on-site compost as provided. Please take any garbage/recycling home with you.

7. Laneways and paths are to be kept clear of obstacles. Tools and personal property must not be left on the site overnight.

8. Loud music is prohibited. Please respect the neighbours.

PLEASE SUBMIT TO FREE SPIRIT GARDENS by  
**Sunday May 3<sup>rd</sup>, 2015** with \$45 cash or cheque.

357 Hurontario Street

Collingwood

L9Y2M5

705-351-0135 (Matt)

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

<b>Name (First and last)</b>	
<b>Email</b>	
<b>Phone</b>	
<b>Address</b>	
<b>Date</b>	
<b>Signature</b> (Indicating agreement with the above 21 agreement notes & Code of Conduct)	

Applying for a "Special Access" Plot:

Yes No

Please comment briefly on why you are applying for a special access plot:

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### Release of All Claims

I, \_\_\_\_\_, am a participant in the Cook Community Garden. 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 – Sue and Tim Cook, 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 \_\_\_\_\_