

Plotholder Helper (print clearly): _____

Signature: _____ Date: _____

Plotholder Helper (print clearly): _____

Signature: _____ Date: _____

Boardman Township Park Approval:

Print Name

Position

Signature

Date

Please Check the following Attachments:

_____ Signed Waiver _____ General Rules & Regulations of the Park

_____ Rules & Regulations of the Southern Stables Community Gardens

Southern Stables Community Gardens

Rules and Regulations

Overview

Southern Stables Community Gardens are intended to be beautiful, safe, and a peaceful oasis amidst one of our community's most prominent historical landmarks. The following set of rules and regulations have been designed for the following reasons:

- To ensure that Community Gardens are safe
 - To ensure that all gardeners have the opportunity to work the soil and experience the joys of gardening while working side-by-side and fellowshiping with others in our community
 - To establish fairness and equity among Community Gardeners
 - To prevent damage to the land and groundwater
 - To protect the future of the Community Gardens
-
- ❖ As in any group endeavor, individuals must give up some of their individuality to accommodate the function of the group. Community Gardening is no exception.
 - ❖ All the General Rules and Regulations of Boardman Township Park District {the "Park"} apply to the Southern Stables Community Gardens and all the Plotholders, Plotholder's Helper and their guest, copy attached hereto.
 - ❖ The Rules and Regulations are reviewed and revised annually in an ongoing effort to improve and keep them relevant to changing conditions. If you have suggestions or concerns, please call the Park Office at 330.726.8107.

Eligibility to participate in the Southern Stables Community Gardens

Anyone age 18 or older who lives in Boardman Township

Plot Allocation, Registration, Fees & Waiver

1. One garden plot per residence.
 - A Primary Gardener and/or gardener helper may not garden more than one garden plot
 - A Primary Gardener may be defined as an individual, husband/wife, domestic partners or an entity having sole interest in the plot
 - A Primary Gardener may choose to have a garden helper noted on the registration form to help maintain the plot in the gardener's absence due to a family emergency, illness or injury, vacation or other unforeseen circumstance
 - The Primary Gardener and their helper, who have submitted a valid application to the Park shall be referred to as a "Plotholder" in these rules
2. The person whose signature appears as the Primary Gardener on the Application is ultimately responsible for the maintenance of the entire garden plot and for payment of all fees and charges.
3. Plots are rented "as is" (current condition). The Park will perform annual Spring tilling.
4. Plots are not transferable, and fees will not be refunded or pro-rated, unless proof of a family or medical emergency is provided to the Park and reasonable notification is given. Refunds will be pro-rated with respect to the Period of Approval in the Registration Application form.
5. Plots that are given up or are revoked for cause will be returned to the Park for re-assignment.

6. The Primary Gardener is required to inform the Program Coordinator of any changes to his/her contact information, including home address and telephone number, including the Primary Gardener's helper's contact information. Failure to provide current contact information for both the Primary Gardener and helper may result in termination from the Community Gardens Program.
7. Garden plots are issued on a year-to-year basis from May 1 – November 15
8. The Park will provide a Plot Marker, which will identify the Plotholder. The Marker must be upright and visible at all times. Plotholder/Gardener shall not relocate any plot markers.
9. The Park may, in its discretion, enter into a new agreement with a Primary Gardener in good standing provided that the annual registration form is completely filled out and signed, and all appropriate fees are paid by the due date of April 1.
10. Primary Gardeners desiring to continue using the plot are required to complete the Community Garden Registration Application Form and pay their annual registration fee by the registration deadline of April 1. Those who do not meet the Registration Application deadline will automatically lose the assigned plot and the assigned plot will be reassigned to a new gardener.
11. During registration, current and new gardeners may be required to provide proof of residency in the form of a photo I.D. and a copy of a utility bill. Other forms of proof are subject to approval by the Park.
12. If there are no vacant garden plots, prospective gardeners may add their name to the Community Garden waiting list by contacting the Park and they will be contacted—in the order on the waiting list—when garden plots become available.
13. Plotholders who do not intend to continue gardening the plot for any reason should promptly notify the Park.
14. Plotholders do not have any ownership interest in the plots and may not transfer a plot to anyone else, including a family member. The transfer of a plot will only be allowed between a husband and wife or domestic partners. Garden plots that become available will be re-assigned to new gardeners by the Park's Community Gardens Program Coordinator.
15. New Plotholders are required to complete the Community Garden Registration Application Form and pay the total annual registration fee before they can begin gardening.
16. Full Payment of the annual registration fee is to be made by check, money order, or credit card payable to the Boardman Township Park.
17. The annual registration fee includes the cost of administration, water, and general maintenance of Community Gardens.
18. Plotholders and Plotholders Helpers must sign a Park Waiver.

Gardening Guidelines

A. GARDENING

The Southern Stables Community Gardens Program adheres strictly to the generally accepted gardening principles and best practices of the Garden Industry. The use of pesticides, herbicides, chemical fertilizers, or other such substances or practices are very limited. The use of fertilizer material or tillage methods harmful to the soil's structure, fertility or microorganisms is prohibited. The use of materials or products harmful to humans is prohibited. (Please refer to the "Garden Product Policy Guidelines" page 7 of these Rules and Regulations for more information.)

B. PLANTING SCHEDULE

1. Garden plots must be maintained May 1 through November 15
2. Garden Plots must be planted by May 31
3. Remains of summer gardens must be removed by November 15.
4. Plotholders must either plant a cover crop or cover their plot with plastic for the Winter

C. PLANTING GUIDELINES

1. Plotolders may grow vegetables, herbs and flowers in their plot.
2. Plots are not to be used to store materials/tools not associated with gardening.
3. Plotolders may not grow woody perennials
4. Crops must be harvested and not left on the ground to rot and go to waste.
5. Plotolders should grow a variety of plants and should never grow less than two types of plants at any one time.
6. To reduce weeds and pests, improve the soil, and maintain the garden's appearance, mulch is strongly recommended. Gardeners are encouraged to use materials such as aged compost, composted manure, leaves, straw, burlap, weed cloth, layers of newspaper, or plastic (away from lawn areas) to protect the soil and reduce weeds.
7. Respect the need of your neighbors' plants for sunlight. Do not plant tall crops, including those plants in above ground containers, in a way that will cause excessive shading to nearby plots.
8. All plants, planters, planter boxes and trellises must be placed inside plot perimeter. Plants may not over hang into the walkway. The Park has the right to trim excess plants over hanging into the walkway without prior notification.
9. Trellises or arbors may not be more than 6 feet high, may not shade neighbors plot and may not be installed permanently.
10. Fencing around the perimeter of garden plots must be installed inside of the plot border, may not shade neighbor's plots and/or be more than 3 feet high, and may not be installed permanently. The materials must be neutral in color (black, grey, green, silver are okay, red, yellow, orange are not), and must not create tripping or other safety hazards. They must be kept weeded at all times. The Park reserves the right to remove fences that are unsightly or negatively affect gardeners or other plots. Removal will be at the gardener's expense. Requests for higher fences should be sent to the Park, and will be reviewed on a case-by-case basis.
11. Community Gardens are on property owned and maintained by the Park, which is a public entity. Therefore, there is no presumption of privacy.

Plotholder Responsibilities

1. All Plots are subject to regular inspections
2. Plotolders are responsible for the maintenance of their garden plots and the surrounding pathways. Plots and pathways must be kept free of weeds, trash and other debris at all times.
3. Common areas are maintained as a shared responsibility by all Plotolders. Such maintenance will occur at garden cleanups scheduled by the Park.
4. Plotolders are required to attend scheduled garden cleanups or make alternative arrangements with the Park to assist in the maintenance of the garden.
5. Plotolders are required to attend at least two garden meetings per year. If you are unable to attend a meeting, you are required to contact the Park.
6. Plotolders must be involved in the hands-on cultivation of their plots. Plotolders may not pay for someone else to garden their plot.
7. In the event of a family emergency, illness or injury, vacation, or other unforeseen circumstance, and if the Plotholder's gardener helper is unavailable,
the Plotolders may arrange for another gardener to tend the garden plot, but must notify the Park and provide the name of the other gardener, who already has a signed current and valid Community Gardens Registration/Agreement on file.

8. Plotolders are required to notify the Park of the following: irrigation problems such as water leaks, graffiti, theft, vandalism, rule violations, pest or disease problems. Water conservation must be practiced at all times. Please concentrate on watering roots rather than other parts of the plants.
9. Primary Gardeners and/or Gardener Helpers who have signed a current and valid Community Gardens Registration/Agreement may bring no more than 2 guests (collectively) to work on the garden plot with them at any one time, provided that the Primary Gardener and/or Gardener Helper shall be responsible for supervision of such guests at all times.
10. Plotolders and their guests must comply with all rules and regulations.
11. Plotolders will be held accountable for the behavior of their guests.

Violations of Community Gardens Program Rules & Regulations

The Park may enforce these Rules and Regulations, and in doing so will take action, including termination of the agreement with any Plotholder/Gardener, who is in violation of these Rules and Regulations. When a Plotholder/Gardener violates the Program Rules and Regulations, the violation may be reported to the Park using the Violation Incident Report, which will be either issued to the Plotholder/Gardener by the Park in person, by mail or emailed.

Plotolders shall follow all reasonable instructions from the Park. Park may issue a written warning or termination, as reasonably determined by Park based upon the facts and circumstances. If a Plotholder believes that a warning or termination notice was issued in error, the Plotholder should contact the Executive Director of the Park in writing by letter or email (for contact information, see page 7 of these Rules & Regulations) identifying the relevant facts and circumstances that the termination or warning should be rescinded, within 14 consecutive calendar days of the date of the written notice of warning or termination. The decision of the Park's Community Gardens Coordinator is final.

VIOLATIONS WARRANTING IMMEDIATE TERMINATION BY THE PARK

1. Theft of tools and equipment
2. Theft of produce and plants
3. Vandalism of tools, equipment and Park Property
4. The use of foul language and offensive behavior including but not limited to threats, intimidation, violence, racial/ethnic slurs and sexual harassment
5. The use of alcoholic beverages and illegal drugs of any kind, in any area of the Park's Community Gardens
6. Receiving more than two combined written warnings from the Park in a calendar year
7. Failure to pay registration fee by the deadline

At the Community Garden

1. **Hours of Operation:** Community Gardens are open from sunrise to sunset
2. **Behavior:** Foul language or offensive behavior is prohibited.
3. **Gates:** In general, garden gates are to be kept closed and locked at all times.
4. **Cars:** Vehicles are not allowed in the garden, except in designated parking areas.

5. **Smoking:** Smoking in the Community Gardens is prohibited.
6. **Controlled Substances:** No alcoholic beverages or illegal drugs of any kind allowed.
7. **Bathroom:** Proper bathroom facilities must be used. Urinating or defecating in the Community Gardens is prohibited.
8. **Garbage:** Plotholders must take any garbage generated with them to discard elsewhere. Discarding of garbage on the ground or in compost or green waste piles is prohibited.
9. **Green Waste:** Weeds and plant material should be composted on-site or placed in the green waste collection area(s). Green waste should not be thrown away or left in the pathways.
10. **No selling:** Produce from Community Gardens is primarily for family consumption. Excess food can be preserved for future use, shared with friends or neighbors, or donated to local food banks. **You may not sell your produce.**
11. **Harvesting:** Harvest only from your own plot. The unauthorized taking of produce from another gardener's plot will result in the immediate revocation of your garden plot.
12. **Water:** No unattended and/or uncontrolled watering allowed. All gardeners are authorized to turn water off if it has been left unattended. Leaky water hoses must be replaced or repaired.
13. **Excessive Watering/Watering Schedules:** Excessive water use may result in a fine, and/or a specific watering schedule may be implemented for an individual or the entire Community Garden, as determined by the Park. Excessive water use may be defined as the following; water allowed to leave the defined vegetable plot/bed; water allowed to run off into the pathway or adjacent plot; unattended water hoses left running in one spot for extended periods of time, where over watering is obvious. Those gardeners not adhering to a watering schedule or who continue to use water in excess may be terminated from the Program.
14. **Standing Water:** To reduce the breeding of mosquitoes and the spreading of West Nile Virus, no stagnant/standing water allowed, including but not limited to water in containers and buckets.
15. **Tools:** Garden-owned tools are for garden use only and should be cleaned and returned to the toolshed after use. Tools must be kept locked in the tool shed overnight and should never be taken off the garden premises.
16. **Personal storage cabinets/containers:** Storage cabinets and/or containers must be kept clean and organized and within the plot. They may not be installed permanently and may not shade neighbors plot. Park Staff has the authority to conduct an inspection of the inside of the cabinet/container at any given time without prior notification.
17. **Pests/Rodents:** Gardeners may trap and dispose of gophers, moles and ground squirrels. All dead animals must be wrapped in plastic or placed in a container and disposed of in the garbage. The use of chemicals, including over-the-counter smoke bombs, to eliminate or control these animals, including but not limited to gophers and ground squirrels, is PROHIBITED.
18. **Animals:** Pets are not allowed in the Community Gardens.

Garden Product Policy Guidelines

The following table includes, but not limited to, some substances that are allowed and prohibited:

	Allowed	Prohibited
PEST AND DISEASE CONTROL	<ul style="list-style-type: none"> - bacillus thuringiensis(Bt) - soap spray - Horticulture pepper/onion spray - sulfur - wood ashes - sour milk solution - lace wings - dormant oils - micro-cop or equivalent (orchard use only) - diatomaceous earth (DE) 	<ul style="list-style-type: none"> - baking soda - borax, boric acid - sluggo - lady bugs - tanglefoot - marigolds - beneficial nematodes - netting
	Allowed	Prohibited
FERTILIZERS	<ul style="list-style-type: none"> - cotton Seed - kelp - compost - manure 	<ul style="list-style-type: none"> - blood, bone, horn, and hoof meals - liquid fish or seaweed - fertilizers classed as “organic”
		<ul style="list-style-type: none"> - rotenone - pyrethrum (pyrethrate, pyrethroids) - nicotine sulfate - malathion - diazinon - sevin - organophosphates - Roundup - Finale - Dursban - organ chlorides - chlorpyrifos
		<ul style="list-style-type: none"> - ammonium sulfate - ammonium nitrate - muriate of potash - superphosphates - highly soluble chemical fertilizer - Ozmicote - Non organic Miracle Grow

Gardens Program Contact Information

Boardman Township Park
 375 Boardman-Poland Road
 Boardman, OH 44512
 Phone: 330.726.8105
 Fax: 330.726.4562
 Email: angela@boardmanpark.com
 Web Site: www.boardmanpark.com

BOARDMAN TOWNSHIP PARK DISTRICT
COMMUNITY GARDEN RELEASE AND WAIVER OF LIABILITY FORM

ACTIVITY/PROJECT: Southern Stables Community Gardens

PLOTHOLDER'S INFORMATION (Please Print):

Last Name: _____ First: _____ MI: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Cell Number: _____

Email: _____

RELEASE/WAIVER

IN CONSIDERATION of being given the opportunity to participate in the following Boardman Township Park District Activity/Program/Event:

Southern Stables Community Gardens

Print Name of Activity/Project

I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of participating in the above-mentioned Activity/Project, and that I am qualified, in good health, and in proper physical condition to participate in such Activity/Project.
2. FULLY UNDERSTAND that: (a.) that participating involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks");

(b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity/Project, the condition in which the Activity/Project takes place, or any acts or omissions by the Boardman Township Park District, its Board of Park Commissioners, employees, agents and volunteers; (c.) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity/Project.
3. AGREE AND WARRANT that I will examine and inspect each Activity/Project in which I take part as a Volunteer or Participant, and if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity/Project and will refuse to take part in the Activity/Project until the condition has been corrected to my satisfaction.
4. AGREE to defend, indemnify and hold harmless Boardman Township Park District, its employees, Board of Park Commissioners, officers and agents (herein referred to collectively as the "Indemnified Party"), from and against any and all losses, liabilities, claims, suits, actions, losses, damages,

demands, judgments or causes of action, assessments, costs or expenses (including without limitation reasonable documented attorney's fees and court costs) ("Damages"), arising out of a claim related to this Agreement caused by negligence of the undersigned, which the Indemnified Party may hereafter incur, suffer and be required to pay as a result of the acts of the undersigned or undersigned's agents.

5. **HEREBY RELEASE**, discharge, and covenant not to sue Boardman Township Park District, its Board of Park Commissioners, agents, officers, volunteers and employees, any sponsors, advertisers, and if applicable, owners and lessors of premises, hereinafter known as the Parties, on which the Activity/Project takes place, from all liability, claims, demands, losses or damages on my account caused or allege to be caused in whole or in part by the negligence of the Parties or otherwise, and I further agree that if, despite this Release and Waiver of Liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the aforementioned Parties, **I WILL INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the aforementioned Parties, from any litigation's expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

I have read this agreement and I fully understand its terms and conditions. Furthermore, I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law; and I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Signature of Participant

Date

Print Name

Signature (Representative of Boardman Township Park District)

Date

Print Name

Printed Name of Participant if a Minor

Date

Signature of Parent/Legal Guardian if Participant is a Minor

Printed Name of Parent/Legal Guardian