



## Huffman Park Community Gardens – 2016 Gardener Agreement

1. Each gardener will be allocated one (1) 8' x 16' plot in the Huffman Park Community Gardens. Available plots will be assigned on a first come, first served basis.
2. The annual fee for a garden plot is currently \$30 for residents only. Fees are payable to the "City of Fairfield" and must be paid in full at the time of registration. The plot fee is non-refundable.
3. A water source will be close to the garden and available to all gardens. Please use water responsibly. You cannot use the water source for more than 30 minutes if someone is waiting to use it. You cannot turn on a hose/sprinkler and leave, you must stay on site if using the water source.
4. Each gardener is responsible for the maintenance and upkeep of their garden plot during the garden season. Tilling, watering, weeding, harvesting, and other garden related maintenance are the responsibility of the gardener. It is also the responsibility of the gardener to keep all the walkways surrounding their plot clear and free of trash, plant materials, and supplies.
5. The garden will be available April 1 through the end of October. Gardeners are responsible for "putting the garden to bed" and leaving the plot as they found it in the spring.
6. The community garden is available from dawn to dusk, seven days a week. Gardeners will be given advance notice of at least 15 days for any dates that access to the gardens will be restricted.
7. It is the gardener's responsibility to notify the Parks & Recreation Department if they are not able to care for their plot for an extended period of time. If any plot becomes unkempt through neglect, the gardener will be given notice to clean it up. If the cleanup does not occur, the plot will be subject to reassignment.
8. Gardeners must provide their own gardening tools. For safety reasons, no tools or supplies of any kind may be left unattended at the garden site.
9. Limited storage space will be available to each gardener in the community storage shed. Please keep the shed locked when not in use and make sure it is locked when leaving the site. The City of Fairfield Parks & Recreation Department is not responsible for lost or missing items from the shed. It is recommended that each gardener label his/her tools.
10. Children are welcome in the garden, but must be accompanied by an adult and must be supervised at all times.
11. No drugs or alcohol are permitted in the garden.
12. Pets are permitted in the garden only if on a leash. Always clean up after your pets.
13. Gardeners may only pick their own crops, unless given written permission by another gardener.
14. Do not use fertilizers, insecticides or weed repellants that will in any way affect other plots.
15. Give consideration to others by planting tall crops where they will have the least impact on neighboring gardeners.
16. Fences must appear neat and tidy and not exceed 36 inches in height. No structures may obstruct vision throughout the garden. Metal fencing of any kind is prohibited. Exceptions are trellises and wire used to grow climbing plants, which may not exceed six feet.
17. Restricted Plants: Noxious plants, invasive plants, or other illegal plants are not allowed.
18. Never throw anything such as trash, weeds, plant material, spoiled fruits or vegetables in the field surrounding the garden. A compost pile will be maintained for such purposes. This compost is only for materials from the garden – not from your home.
19. Failure by the gardener to comply with the terms of this Gardener Agreement may result in the termination hereof by the Parks & Recreation Department.



## Huffman Park Community Gardens – Gardener Information

Gardener: \_\_\_\_\_

Gardener Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Gardener E-mail: \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

**This Garden Agreement is subject to change. All rules, guidelines, and policies of the City of Fairfield and the Fairfield Parks and Recreation Board override any of the information in this Garden Agreement should it be determined there is a conflict.**

I have read and understand the Huffman Park Community Gardens Gardener Agreement.

\_\_\_\_\_  
Gardener's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Release and Indemnification** – Gardener assumes the risk of his/her gardening and related activities hereunder and releases the City of Fairfield, its officers, agents and employees from any and all liability for injuries, damages or losses incurred in the course of such activities. Gardener agrees to defend, indemnify, and hold harmless the City of Fairfield, its officers, agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by his/her negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Gardener and the City of Fairfield, such liability shall be borne by each party in proportion to its own negligence.

\_\_\_\_\_  
Gardener's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**Return this form with payment to:** Huffman Community Gardens  
C/o Ben Strickler  
411 Wessel Drive  
Fairfield, OH 45014

<p><b><u>For office use only:</u></b></p> <p>Date Received _____ Received By _____</p> <p>Payment: _____</p>
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