

Ravens Crest East Community Garden 2019 Registration and User Agreement

Ravens Crest East at Princeton Meadows Condominium Association (“Association”) is offering garden plots next to building 400 for use by its residents; in return, participating gardeners are expected to tend their plots in ways that support the ongoing maintenance and operation of the garden, and the safety of their fellow gardeners. All gardeners must therefore agree to abide by the following rules in order to be part of the program:

1. I use my assigned garden plot at the sole discretion of Ravens Crest East Condominium Association, which retains all ownership rights in all garden plots
2. I will only use my assigned plot.
 - a. I will keep all plants within the space of my plot
 - b. I will not enter the plots of other gardeners without express permission of said gardeners. This includes but is not limited to taking any produce from gardener’s plots without permission. I acknowledge that the Association is not responsible for any loss or theft of products grown in the garden plots.
3. I will follow the start and ending dates provided by management.
 - a. Start Date: April 29 End Date: November 3
4. Once I have been assigned a plot, I will cultivate and plant it within two weeks. I will not leave my plot fallow or unused for any period of three weeks or longer, more than one time during the growing season.
 - a. If I must be away from my plot for more than a two-week period of time, I will inform the garden coordinators and enlist someone to water my plot in my absence.
5. I will maintain my garden so that it is relatively weed- and disease-free.
6. I am responsible for my own tools. I acknowledge that the Association assumes no responsibility for lost or stolen items and therefore recommends that no tools be left in the garden.
7. Water will be provided by the Association for the use of the gardeners. Please use the water responsibly and do not leave the water running when not actively being used.
8. I will work to keep the garden a secure and enjoyable place where all participants can garden and socialize in a neighborly manner.
9. I shall not assign or sublease this plot to any third parties.
10. I acknowledge that I am responsible for paying for property damage, as assessed by the Association, related to my use of this plot.
11. I understand that my use of any assigned garden plot is subject to full compliance with all Association governing rules.

2019 Season Fees: Water Fee \$20, and a deposit of \$20 (refundable after end-of-season inspection).

Money is due at signing of this agreement. Fee money will go directly back into the garden program and will help to cover the costs of ongoing maintenance, water, and improvements.

In addition to the above rules, I will abide by the following restrictions:

1. The use of chemical pesticides and herbicides is prohibited. Organic compost and fertilizers are recommended.
2. Organic mulches (leaves, clippings from untreated grass, etc.) are recommended. A mulch area is located in the back right hand corner of the garden for people to use. Please do not put organic matter in the trash.
3. Internal fencing and other permanent structures are prohibited. However, temporary netting and plant supports are permitted.
4. Any water stored in the garden must be kept in closed containers that will prevent insects from breeding there. Open containers must be stored face-down.
5. Lean-to shelters and shade stands are not permitted. Low tunnels are permitted.

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6. The gardener will remove any perennials by the end of the season to allow the garden to be prepared for winter.
7. Dogs and other animals are not permitted inside the garden area.
8. No illegal plants or substances will be grown or brought into the garden.

At the end of the season (**November 3**), I will adhere to the following cleanup:

1. Take all tools, watering cans, netting, posts, stakes, and non-biodegradable materials etc. away from the garden.
2. Remove or cut down large plant debris, leaving as much soil as possible in the garden.
3. Place my plant debris in the designated location (no plant matter will be placed in the trash).

After you have complied with the above and following an inspection by Management, your deposit will be returned to you.

If a gardener fails to comply with the above guidelines the following will occur:

- **First Warning:** Written warning delivered by Email asking the gardener to correct the action in question within two weeks.
- **Second Warning:** A final warning to be delivered if the first offense has not been corrected in two weeks time.
- **Final Action:** If the action in question is not corrected within two weeks of the second warning, the gardener forfeits their privileges and their garden plot.
- Any incident that results in final action being taken automatically means the gardener will not be allowed to apply for a garden plot in the future.

Additionally, plots are not guaranteed from year to year. Each Individual must apply for a garden plot yearly, and plot assignments are based on first-come, first-served basis. The garden coordinators will do their best to keep gardeners in relatively the same location from one year to the next. The Association reserves the right to terminate the terms of this agreement at any time, with 30 days written notice to the gardener. If the agreement is terminated, the Association will not be responsible for reimbursing gardener for expenses or lost produce.

I, _____, further acknowledge that in exchange for the use of the garden plot, I agree to indemnify and hold harmless the Association and its officers, employees, agents, volunteers, and/or trustees from and against any and all claims, liability, suits, actions, losses, penalties, and damages, including attorneys' fees, arising from or in any way related to my usage of the garden plot and/or possession of any equipment used for the garden plot. The terms of this Release and Hold Harmless Agreement shall be construed as the entire agreement and may not be altered, amended, or modified except in writing and signed by both parties. The terms of this release shall be governed by the laws of the State of New Jersey.

Signature

Date

Email Address

Print Name

Unit Number

Phone Number

Plot Number(s)

Owner Tenant