



2023 COMMUNITY GARDEN PLOT APPLICATION & WAIVER

GARDENER AUTHORIZATION & RESPONSIBILITIES

The following guidelines outline the management of the community garden and its site property. These guidelines have been established by Ekar Farm and are provided to the property owner as a basis for a use agreement between the two parties. In turn, Ekar provides gardeners with the authority and permission to use the garden site. We, as a community, have a responsibility to keep our community garden managed effectively. The community garden is a privilege, and everything works more smoothly when people are involved in its overall upkeep. Please also remember to treat your fellow gardeners as you would like to be treated, and whatever is hateful to you, do not do to others.

Ekar community garden is currently managed by Ekar's Program and Outreach Manager, and we encourage the gardeners to form a Garden Steering Committee to organize maintenance, and coordinate garden related activities. With your signature on page one of this document, you acknowledge as a participating gardener **your responsibility for the following:**

1. Participating in volunteer tasks such as weeding common areas, caring for community plantings and areas, caring for gardening tools, etc., by providing a minimum number of 4 hours per month to the community garden. (Failure to contribute your hours will result in the loss of gardening privileges and your plot will be reassigned).
2. Submitting payment for the 2023 gardening season totaling **\$125 for each approximately 10x20 plot**. This fee covers a range of services including water, general garden maintenance, and tool use.
3. If for any reason you find you cannot care for your garden, you are required to notify the Program and Outreach Manager to let them know, AND make arrangements with other gardeners to water and maintain your plot during your absence. If a garden appears neglected (unwatered/overrun with weeds), you will be given ten (10) days notice to maintain your plot. After this time your plot will be re-assigned.
4. Ekar requires water restrictions and conservation measures to be followed. A gardener **MUST** remain on the premises while her/his garden is being watered. The garden cannot allow excess water to drain onto the street or adjacent property. We will follow all City of Denver watering guidelines (ie, early and late in day watering, alternate days and any other drought or conservation measures the city announces.) Timers are not permitted.
5. EKAR community gardens are organic gardens. It is Ekar policy to prohibit the use of non-organic pesticides, herbicides and fertilizers.
6. The maintenance of common areas and furnishings, fencing, trees, trash receptacles, compost bins, street and alley right-of-way, and water lines, tool shed, are the shared responsibility of all gardeners. This means you.
7. Gardeners must have their plot prepped/ planted by May 30, 2022, or the plot will be forfeited and reassigned.
8. Each gardener is responsible for clearing her/his plot before the close of the season. All dead plants, weeds, trash, tools, sticks and all cages are to be removed or stored by November 1 each year. All gardeners must tend their plots in compliance with Denver Urban Gardens Maintenance Guidelines (DUG is an advisor to Ekar Community Gardens), located online and available to each gardener.
9. Each gardener is responsible for conducting himself or herself in a civil manner that is mutually beneficial to the garden as a whole. Unacceptable conduct generally includes, but is not limited to, vegetable theft, tool theft, profanity, offensive behavior, harmful verbal or written communications between or about fellow gardeners, or other incivilities associated with personal interactions as they relate to the community garden. EKAR reserves the right to revoke your plot, at any time, due to any unacceptable conduct, as determined by Ekar in its discretion.

10. If a gardener gives up their plot or the plot is revoked, the plot returns to the garden and will be assigned to someone on the waitlist by the garden leadership.
11. Ekar Farm shall not discriminate on the basis of race, creed, color, national or ethnic origin, religion, marital status, age, sex, sexual orientation, gender expression, gender identity, disability, or military status in its garden membership and the administration of its programs.
12. We are guests on the site of a Religious organization and will not bring meat products onto the property, will not use power tools from Friday evening at sunset to Saturday evening, and will not play amplified music during those times.

WAIVER & RELEASE

I desire to participate voluntarily in gardening and other activities sponsored and coordinated by EKAR on the Ekar Farm community garden site located at Denver Academy of Torah. I understand that Ekar is granting me a revocable license to participate in this community garden, and such license may be revoked by Ekar at any time if I violate the Gardener's Responsibilities set forth above.

1. By signing, I acknowledge I am connected to Ekar, and desire to voluntarily participate in programming at Ekar community garden. I understand that Ekar is not liable for any damage to my person or property.
2. I understand, accept, and assume the risks associated with participation in any and all activities at the garden site or involving Ekar and Denver Academy of Torah, including, without limitation, any harm resulting from tools or structures located or used at the garden site, and the actions of other gardeners (including any negligent or wrongful actions).
3. I assume full responsibility for any injuries which may occur to me, as well as the safety of my family and guests, any damage or personal property, and do hereby fully and forever discharge and release the community garden site landowner and Ekar, its employees, board members, officers, agents, authorized volunteers, representatives, consultants, insurers and sureties, and their successors and assigns (collectively, the "Released Parties") from any "Claims." "Claims," as used in this document, mean any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of my presence or the presence of my family members and guests at the garden, activities at the garden, the use or intended use of the garden, and/or participation in activities connected with Ekar including, without limitation, any of the foregoing resulting from or arising out of the negligence of a Released Party. Further, I hereby waive any and all Claims against a Released Party.
4. I expressly acknowledge that participation in the community garden is for my purposes and convenience and not for the purpose and convenience of any one or more of the Released Parties.
5. I will permit the use of my name and picture in broadcasts, telecasts, newspaper, brochures, etc.
6. In the event that a dispute arises between gardeners or between a gardener(s) and the designated garden steering committee, and a resolution of the dispute cannot be reached by these parties, I agree to have Ekar act as the arbitrator of the dispute, and I further agree to adhere to Ekar's decision as final.

(your name, signature and phone or email)

(date)