

Chesterfield Community Garden Rules and Regulations

130 Hursey Drive – Chesterfield, SC

The Chesterfield Community Garden (CCG) was established to provide the Chesterfield community with access to a source of affordable healthy food. It is also the goal of this project to bring together members of the community from all socioeconomic and ethnic backgrounds in a healthy, family oriented environment, enhancing community pride, purpose, and values.

All participating gardeners and organizations are required to read, understand, and sign this agreement and Liability Waiver prior to commencing work at the CCG.

CCG Agreement

As a condition of my/our participation in the CCG, I have read and understand the following:

1. **PARTICIPATION FEE:** Payment of a non-refundable annual participation fee of \$10.00/per 4' X 8' plot (multiple plots are available) is required to help cover CCG's operational expenses. Note this fee is calendar year specific – i.e. January through December, regardless of when you lease a plot(s).
2. **LIABILITY WAIVER:** Each gardener must read, understand, and agree to be fully bound by the CCG Liability Waiver.
3. **CCG HOURS:** CCG operating hours are dawn to dusk.
4. **CHILDREN/PETS:** Children are encouraged to attend and participate in the CCG project, however they are to be accompanied and supervised by a responsible adult at all times. Pets are not allowed in the garden.
5. **GARDEN PLOTS:** All plots are assigned on a first come/first served basis. Each gardener is responsible for the plot assigned to them, including the maintenance, upkeep, and general appearance. This also includes watering, weeding, harvesting, and other related maintenance. All gardeners are expected to respect the plots and property of others.
6. **GENERAL GARDEN RULES:**
 - a. The use, possession, and/or consumption of alcohol or illegal substances are strictly prohibited from use in or around the garden.
 - b. Profanity, inappropriate language or behaviors are prohibited in or around the garden.
 - c. Noise should be kept to a minimum – especially in early morning hours.
 - d. The garden gate is to be kept closed at all times.
 - e. Gardeners are responsible for supplying their own gardening tools and supplies.
 - f. Gardeners are responsible for their plants and the control of their plants.
 - g. Invasive species plants are prohibited.

- h. Flowers, herbs, and decorative plants are all welcome.
 - i. Gardeners are responsible for keeping the entire garden clean and free from trash and debris. The garden is a source of community pride and should be kept neat and orderly.
 - j. Gardeners are responsible for keeping their plots weeded and controlling tall plants such that they don't shade the plots of others.
 - k. Gardeners can use water provided by the CCG, but are responsible for ensuring water is cut-off and hoses are neatly coiled upon their departure. Gardeners must be present at all times when watering plots. Water conservation should be the goal of every gardener.
 - l. It is a goal of the CCG to be chemical free to the extent possible and utilize organic and natural materials for fertilizer, pest, and weed control. The use of any non-natural, non-organic fertilizer, pesticide, or herbicide must be approved by the CCG Committee prior to use. Committee members or the Clemson Extension Agent can provide gardeners with acceptable natural alternatives.
 - m. Gardeners are expected to respect the plots of others – especially when any herbicides or pesticides are used. In addition, other plots are not to be tampered with in any way without the consent of the plot proprietor.
7. **HARVESTING:** Gardeners are expected to harvest their crops when they are ripe and ready. Rotten, diseased, or insect infested product should be removed from the garden area in a timely fashion.
8. **PLOT ABANDONMENT:** In the event any gardener wishes to abandon their plot, the CCG Committee shall be notified immediately such that the plot can be assigned to another participant. The CCG Committee has the right to determine if a plot has been abandoned and take the appropriate steps to assign the plot to another participant. This will only be done after at least two documented attempts to reach the existing participant.
9. **TERMINATION OF PARTICIPATION:** The CCG Committee has the authority to determine whether violation of any of the aforementioned conditions has occurred. The CCG Committee, at its sole discretion, can issue a warning or terminate the agreement based on the severity or repetitiveness of the violation. In such event, there will be no refund of rental fees.

Chesterfield Community Garden Liability Waiver

I, _____ have reviewed, understand, and agree to abide by the policies relative to use of the Chesterfield Community Garden and understand that use of the Chesterfield Community Garden may be denied if policies or rules are not followed.

I understand that gardening is a potentially hazardous activity and hereby agree to expressly assume and accept all risks associated with gardening and the use of the Chesterfield Community Garden including, but not limited to, those caused by terrain, facilities, soil conditions, temperature, physical exertion, insect/rodent exposure, chemical exposure and actions of other people.

I understand that my use of the Chesterfield Community Garden is voluntary and I do so at my own risk. In consideration of being allowed to use the Chesterfield Community Garden, I hereby agree on behalf of myself and my executor's, etc. to waive, release, and forever discharge the Town of Chesterfield, the garden property owner, each of its officers, agents, employees, representative, the Chesterfield Community Garden Committee, and all others from any and all responsibilities or liability for injuries (including death), damages or loss including claims or causes of action, including those caused by the negligent acts or omissions of any of those mentioned, resulting from my use of the Chesterfield Community Garden or in any activities connected with the community garden.

Signature: _____

Date:

Chesterfield Community Garden Gardener Application

(Must be completed and submitted with rental fee by year end for returning gardeners)

Gardener Name: _____

Co-Gardener Name: _____

(Only applies to shared garden plots)

Address: _____

(street address, city, state, zip)

Primary phone number: (_) ____ - ____

Email address: _____

Are you interested in becoming a Chesterfield Community Garden Committee member?

YES NO

By signing this application, I agree that I have read and understand the Chesterfield Community Garden Policies and Procedures and will adhere to all stated policies and procedures. I understand that neither the Chesterfield Community Garden Committee nor the Town of Chesterfield is responsible for my actions. I therefore agree to hold harmless the Chesterfield Community Garden Committee and the Town of Chesterfield for any liability, damage, loss, or claim that occurs in connection with use of the Chesterfield Community Garden by me or my guests.

Signature: _____

Date: _____

Make Checks Payable to: Town of Chesterfield Community Garden

\$10.00 per 4' X 8' Plot per Calendar Year

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For Official Use Only: Plot(s) Assigned: _____ Name: _____ Date: _____