

2024 Franklin Community Garden Agreement



Individual Plot Responsibilities

1. I understand that the fee is non-refundable & my plot(s) is/are non-transferable.
2. I understand I am responsible for my plot(s) and the one-foot mulched path around my plot(s) **(Appendix B)** from **April 15, 2024 - November 15, 2024**.
3. I understand that if I violate any of these Individual Plot Responsibilities, Common Areas requirements, posted garden rules, park rules, or Community Principles, that I am at risk of losing my plot(s) and being removed from the garden.
4. I understand I must provide valid contact information for myself and one emergency contact throughout the season.
5. If I am unable to harvest or care for my plot(s), I will notify the staff or designated volunteer immediately to harvest and donate identified produce (ex. vacation, illness, RAGBRAI, etc.)
6. I will prepare my plot(s) by **May 15, 2024 (dependent on date of last frost)**, which includes removing debris, planting my plot(s), weeding my plot and pathway, removing old mulch around my plot, and mulching one foot around the plot(s) perimeter using the wood mulch provided.
7. I will prepare my plot(s) for winter by **November 15, 2024**, which includes removing all organic material and personal items. I will **not** store composting bins, cages, decorations, boards, buckets, or other items in my plot(s) overwinter.
 - o If my plot(s) is/are not properly prepared, I will not be permitted to rent the same plot(s) the following season. I hereby agree any items remaining after this date will be disposed of by the City without any further notice. **(Appendix A)**
8. I understand that if I build a raised bed, or make any structural improvements to my plot, I must coordinate with staff, prior to construction.

Plot Dimensions & Identification

9. All plots are 10'x15', with a one-foot mulched path around the plot. I will not modify the size of my plot(s) beyond prescribed dimensions. **(Appendix B)**
10. I understand that if I have multiple plots, I will maintain the pathways between adjacent plots and keep the pathways accessible for public use. I cannot combine plots to make one larger plot.
11. I will leave numbered stakes and the white PVC corner markers in my plot(s) so each plot is identifiable. I will not remove them. If my plot number is missing, I will notify the staff.
12. I understand if I build a raised bed or any other non-permanent structure in my plot it must be made from untreated lumber and be one continuous 10'x15' rectangle **(Appendix B)**.
13. I understand I am solely responsible for maintaining my raised bed and the City is not responsible for maintenance of items I add. Permanent structures are not allowed.

Structures and Fencing

14. I understand individual fencing cannot be permanent and cannot extend beyond plot borders into pathways.
15. Orange, plastic snow fencing, twigs and/or branches are not acceptable fencing **(Appendix C)**.
16. I will coordinate with City staff prior to building fencing or non-permanent growing structures.
17. I understand these items cannot shade neighboring plots and the maximum height for fencing or non-permanent growing structures is 5 feet tall. **(Appendix C)**.

Plants

18. I will only use the provided mulch on my pathways to conserve water and reduce weeds. I will **not use mulch inside my plot. (Appendix D)**
19. I agree to use only organic gardening methods and will not use chemical fertilizers, herbicides, pesticides, and/or fungicides.
20. I will not shade neighboring plots with my plants or the approved non-permanent growing structures for my plants.
21. If it is deemed that my plants are interfering with access to other plots, I will immediately remedy the situation or risk losing plot(s).
22. I understand bushes and trees are not allowed in my plot(s).
23. If I use a cover crop, I may only use oats - an approved crop **(Appendix E)**.

Maintenance

24. I agree to remove weeds and produce from my plot and in and along pathways, at least once per week for the entire gardening season.
25. If I receive a maintenance notice, I must amend my plot(s) within **one week**. If I do not resolve the issue, I must relinquish my plot(s) and my plot(s) will be reassigned.
26. If I receive **three (3) maintenance notices** in one season, I must relinquish my plot(s) and it/they will be reassigned.
27. If I receive notice requiring me to relinquish my plot(s) or decide to relinquish my plot, I agree to remove my personal property and plot improvements within **48 hours of such notice**. I hereby agree that the City may remove and dispose of personal property and/or improvements after 48 hours without any further notice.
28. I will keep trash and/or dead plant material picked up in my plot(s) and place in their designated areas, containers, or trucks. I will not place organic matter in the trash or trash in the compost.
29. I will not store composting bins, empty cages, buckets, etc. in my plot or behind the shed.
30. I will keep the number of non-plant material items in my garden plot to a minimum.

Common Areas

31. I understand the City **only** provides gardeners water access, pathway mulch, and facility maintenance, such as water lines, mowing, trash/compostable debris removal. The maintenance of the garden plot (10'x15') and surrounding one-foot pathway (1 ft.) is the permitted gardener's responsibility.
32. I understand water will only be available **May 1-October 1** (dependent on weather).
33. I will shut off the water and wind up the hoses after I use them.
34. I will share mulch, water, and other garden materials, such as donated manure, plants, or seeds.
35. I understand the City does not provide fertilizers, fungicides, pesticides, pest deterrents, etc.
36. I will place compostable debris in the designated composting dumpster, bin, and/or designated area and compact it or pile it in to the best of my ability, to minimize space and allow room for other gardener's compost.
37. I will not plant items in common areas or build/make improvements to any garden space or structure.
38. I will not obstruct pathways with any items, including fencing, unwound hoses, or plants (including vines).
39. **I agree to volunteer for two hours (per plot) to help keep the community garden operating or will be at risk of losing my plot.** Staff will notify gardeners of volunteer opportunities such as designated workdays. Generally, there is one workday per month June through October. If you are unable to attend workdays, you must coordinate with staff to sign-up for another volunteer opportunity.

Shed and Tools

40. I understand the shed is a shared space and that tools left in the shed are to be shared.
41. The City is not responsible for any lost or missing tools.
42. I will care for and respect common storage areas and clean and return tools after use.
43. I will turn wheelbarrows upside down to prevent water from pooling in them.
44. I understand that the City is not responsible for providing tilling.
45. I will not take community tools or garden materials, such as mulch or compost, out of the City garden for any reason, including personal use.

Community Principles

46. I will be a good gardening neighbor and help maintain the community garden and my plot aesthetics to ensure the site looks respectable.
47. I will not harvest produce from other plot holder's plot(s) unless I have permission.
48. I understand the garden is located in a public park and that all park rules apply.
49. I understand I am not allowed to drive in or on the park, garden, or trail.
50. I will use appropriate language and exhibit respectful behavior towards staff, gardeners, and visitors.
51. I will be responsible for guests and/or children at the community gardens.
52. I will keep pets outside of the garden area and leashed as per city ordinance.
53. I will not smoke in the community gardens.
54. I understand and agree that the City maintains the right to remove structures during maintenance or structures that do not meet the garden guidelines or are deemed unsafe or unkempt as necessary.

55. I will receive permission before entering the other gardeners' plot(s) except for retrieving community tools.
56. I will read and follow the safety protocols to help keep myself and other gardeners safe.

Theft/Issues

57. I will notify Parks and Recreation staff of vandalism, theft, inappropriate behavior, or other concerns.

Definitions

- **Unkempt:** Untidy appearance, such as weeds taking over my plot(s) or pathways, untended paths, debris not removed from my plot(s), rotting produce, etc. that can create a gardening problem, nuisance, or liability.
 - **Weeds:** Any plants not purposely planted or desired by the plot's gardener, and that is not a vegetable, fruit, flower, decorative plant, or wildlife support plant. Examples of weeds are grass, thistles, dandelions, plantain, trees, or any type of grass not planted or desired.
 - **Organic:** Materials derived from 100 percent, all-natural sources which do **not** contain synthetic chemicals.
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Appendix A: Overwintering

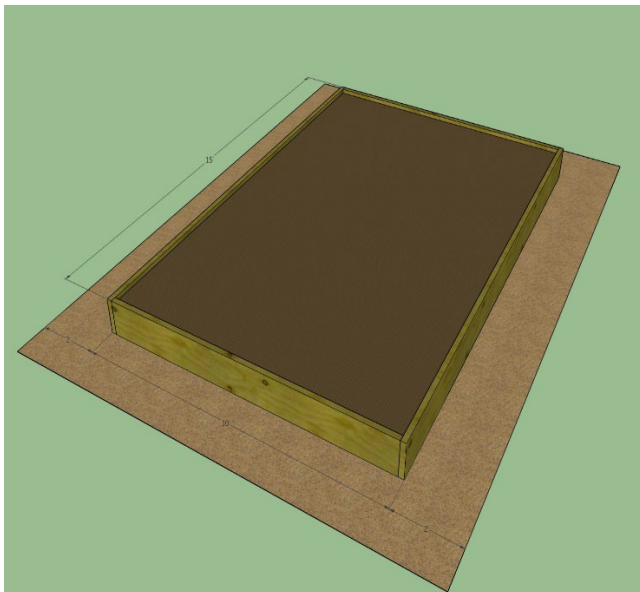
Please remove the following items from your garden plot(s) prior to November 15:

- | | |
|--|--|
| <ul style="list-style-type: none">○ All Organic Matter○ Tomato Cages○ Trellises○ Buckets○ Plastic or Mesh Fencing○ Shade Structures | <ul style="list-style-type: none">○ Pest Deterrents○ Decorations○ Plastic or Ceramic Flowerpots○ Bricks/Decorative Rocks○ Any other Loose Debris |
|--|--|

Items allowed to overwinter in your plot(s):

- Raised Bed Structures (10'x15')
- Secure Chain-Link or Chicken Wire Fencing

Appendix B: Continuous 10'x15' Raised Bed



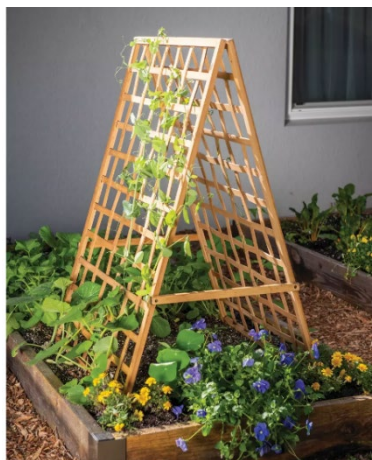
Appendix C: Structures and Fencing

Fencing and non-permanent growing structures cannot shade neighboring plots and must be less than 5 feet tall.

The following are fencing examples that **are not** allowed:



Non-permanent structures to support your plants are welcome. Below are a few examples.



Appendix D: Mulch

The following materials can be used to mulch inside your plot(s) and cover your plot(s) overwinter:

- Leaves
- Hay/Straw
- Pine Needles
- Grass Clippings

The following items are not allowed as mulch inside your plot(s):

- Wood Mulch (Hardwood, Cedar, or Dyed)
- Cacao Nib
- Shredded Paper

Appendix E: Cover Crops

Cover crops add nutrients to the soil, reduce soil loss, and act as a natural weed barrier. If mismanaged and allowed to go to seed, many cover crops can quickly become weedy, and several have become prominent invasive species.

- Oats are the only approved cover crop for Des Moines Parks and Recreation Community Gardens. This plant is winter killed, which ensures the oats won't go to seed or become weedy. The thick residue they leave provides an excellent soil-protecting mulch. In early spring the cover crop is already dead and can be no-till planted into or turned under.

**PERMISSION TO PARTICIPATE, RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, INDEMNITY AGREEMENT AND PHOTO RELEASE**

Activity site: Franklin Community Garden – 55th and Franklin Avenue, Des Moines, Iowa



In consideration of my, or my minor child, being permitted to participate in any way in the Community Garden Program dated April 15, 2024-November 15, 2024 (“Activity”), I, the Undersigned, for myself and my minor child, all of my or my minor child’s, personal representatives, executors, administrators, heirs, next of kin, successors and assigns, herein referred to as “Releasors”, do hereby:

1. Acknowledge that this Activity carries with it the potential for serious injury, death and/or property damage, and certify as to my physical fitness and that of my minor child to participate and declare that neither I nor my minor child, have been advised otherwise by a qualified medical professional.
2. Acknowledge, agree, and represent that I and my minor child will, at all times, be aware of the surroundings during the Activity and agree that if I or my minor child consider anything related to this Activity to be unsafe, will immediately advise the Activity officials of such, and if necessary, will leave the area or refuse to participate further in the Activity.
3. Waive, release and discharge, and covenant not to sue, the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers, sponsors, partner organizations and agents, including others who give recommendations, directions, or instructions as part of this Activity, hereinafter referred to in this document as “City” from, any and all liability to Releasors, except for my minor child, for any and all loss or damage, and any claim or demands, therefore, on account of injury to the person or property or resulting in my death or that of my minor child, including but not limited to illness or damage to me or my minor child’s property arising out of or related to the Activity, including traveling to or from the Activity and before, during, and after the Activity.
4. Agree to Indemnify and Save and Hold Harmless the City and each of them from any loss, liability, damage, or cost to third parties that they may incur arising out of or related to me or my minor child’s participation in this Activity.
5. Assume full responsibility for any risk of bodily injury, including but not limited to illness, death, or property damage arising out of or related to the Activity.
6. Agree that this Permission to Participate, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement and Photo Release extends **to all acts of negligence by the City, but excluding willful, wanton or reckless conduct**, and is intended to be as broad and inclusive as is permitted by law including any governmental immunity afforded the City by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. Authorize any medical treatment, including the administration of anesthesia, deemed advisable by any licensed physician and/or Emergency Responder (EMT) to relieve any injuries received or illness contracted by me or my minor child as a participant in this Activity. I hereby agree to pay all costs of any medical treatment or emergency transportation.
8. Authorize and consent to the City, its sponsors, and any news media, and their successors and assigns and those acting under their authority, to take, publish, use for public display in any media now or hereinafter known and including without limitation on the City’s social media accounts, and copyright photographs, videotape or other audio or visual media, including broadcast in any media, of me or my minor child, including but not limited to those that capture my or my minor child’s name, voice, and/or image, and agree that such may be used for any lawful purpose without limitation or reservation and without further compensation or approval.

I have read the Permission to Participate, Release and Waiver, Assumption of Risk and Indemnity Agreement and Photo Release, fully understand its terms, understand that I have given up substantial rights of my own and of my minor child by signing it, and sign it voluntarily without assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the fullest extent permitted by law, including all acts of negligence by the City as stated above. I agree that this Permission to Participate, Release and Waiver, Assumption of Risk and Indemnity Agreement and Photo Release will be IN EFFECT for 5 YEARS from the date of my signature and/or electronic submission, unless otherwise terminated by me in writing delivered to the City.

Plot #: _____

Participant Name (Please Print): _____

Participant Signature: _____ Date: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Cell Phone: _____

E-mail: _____