



Discovery Bay Community Garden Gardener's Application & Agreement

Gardener Name: _____

Address: _____

City and State: _____

Phone: _____

E-mail: _____

Emergency Contact Name & Phone
Number _____

Welcome to the Discovery Bay Community Garden (the "Garden"). The Garden is owned and managed by the Town of Discovery Bay Community Services District (the "District"). This document is a legal contract between you ("Gardener") and the District.

1. TEMPORARY RIGHT TO GARDEN

- a. **Plot.** Gardener shall have the temporary right to garden in Plot(s) _____ (the "Plot") in the Garden, as identified in the Garden Map attached to this agreement.
- b. **Duration.** Gardener may use the Plot from _____ to _____.
- c. **Fee.** Plots are leased on an annual basis at the rate of \$ 35.00 due by December 15th for the upcoming year. Fees must be paid once application is accepted.
- d. **Deposit.** Gardener's shall submit, upon signing this Agreement, a deposit of \$50 (Per Plot) in addition to any fees. Deposits shall be held by the District for the duration of the Gardener's Agreement, or until the Agreement is cancelled. Gardener shall be entitled to a refund, less any costs necessary to restore the Plot to a re-leasable condition, and repair any damages.
- e. **Refunds.** Gardener understands that he/she will not receive a refund of any fees, or expenses if he/she decides not to garden or if the District terminates Gardener's right to garden for failure to comply with Community Garden rules and agreement. Gardener shall only be entitled to refund, if requested within 30 days of signing agreement AND if Plot is left in condition as received by Gardener.
- f. **Access:** Access is limited to Garden based on Community Center hours of operation.

2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

- a. **Awareness of Risk.** Gardener understands that participating in the Garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other Gardeners, or the District. The risks could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that the hazardous conditions may exist at the Garden and that other Gardeners may be unskilled.
- b. **Assumption of Risk and Waiver and Release of Claims.** In exchange for your right to participate in the Garden, you agree to take on the risk of harm even if the potential harm is caused by someone else. You also agree to waive any right you may have to sue or otherwise attempt to collect money from the District, their Board members, employees, volunteers, or anyone acting on their behalf

("Released Parties") for any losses or damages resulting from death, injury, or property damage you, anyone else, or any property, that occurs while you or your guests are in the Garden. You understand that the District would not permit you to participate in the Garden without your agreeing to these waivers and releases.

- c. **Medical Care Waiver.** You give up any right to sue or otherwise attempt to collect money from the Released Parties arising out of any first aid, treatment, or medical service, including the lack of such timing or timing of such, given in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers' compensation, or any other benefits maintained by District.
- d. **Indemnification.** You are responsible for any damages or losses suffered by the District that are caused by you or your guests' actions.
- e. **Publicity.** You agree to allow the District to use any photographs, interviews, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of you or your guests that the District or others may create in connections with your or your guests' participation in the Garden. You agree that you do not have to inspect or approve the finished project and you are not entitled to any compensation for the finished product.

3. TERMINATION

- a. **Failure to Comply with Agreement or Garden Rules.** Gardener confirms that he/she has read a copy of the Garden Rules attached to this Agreement and will comply with them. If Gardener fails to obey the Agreement or the Garden Rules, District may terminate your right to garden and reassign your Plot.
- b. **Termination of Lease.** Should the District decide to develop the land where the Garden is located at a later date, your right to garden will end. In this case, the District will notify you no less than 90 days of anticipated termination date, and Gardener shall receive refund of any remaining time at \$ 2.95 per month.

4. OTHER PROVISIONS

- a. **Entire Agreement, Severability and Modification.** If any part of this Agreement is ineffective, the remaining portions of the Agreement remain in effect. Any changes to this Agreement have to be in writing and signed by Gardener and District.

GARDENER

DISTRICT

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____

ATTACHMENT: Garden Rules