



ROCKY HILL COMMUNITY GARDEN GARDENER AGREEMENT

****Applicants must be a Rocky Hill Resident and plots are available on a first come/first served basis****

Gardener Name: _____

Address: _____

City and State: _____

Phone: _____

Email: _____

Emergency Contact: _____

Phone: _____

1. TEMPORARY RIGHT TO GARDEN:

1.1 Plot. You have the temporary permission to garden in plot # _____ (the "plot" in the garden as identified on the garden map attached to this agreement). Your immediate family members may garden with you as your guests. You may use the plot from May 15 to October 31st.

1.2 No Refund. You understand that you will not get a refund or reimbursement for your expenses, or any other payment if you decide not to garden or if the Town terminates your right to garden, even if you spend a lot of time and money on the garden. You understand that only you and no one else, including your family, has any rights under this agreement.

1.3 Fee. When you sign this agreement, you will pay a fee according to the table below to use the plot. Thereafter you will pay an annual fee, no later than May 1st. You understand that we may increase the fee in future years. There is no guarantee that you will be assigned the same plot or that the Town will continue to make the Garden available in future years.

10 ft x 20 ft flush bed - \$35	_____
15 ft. x 15 ft. flush bed - \$40	_____
3 ft x 8 ft raised bed - \$35	_____

1.4 No Transfers. You cannot let anyone other than your immediate family garden here unless we give our agreement in writing.



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2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

2.1 Awareness of Risk. You understand that participating in the Garden has a risk of death, illness or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other gardeners or the Owner of the property (The Town of Rocky Hill). The risks could also come from the condition of the land where the garden is located, or the equipment or tools available at the garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.

2.2 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. (in legal terms, you agree to “assume the Risk”). You also agree to waive any right you may have to sue or otherwise attempt to collect money from the Town of Rocky Hill, employees, volunteers or anyone acting on their behalf (referred to altogether as “Released Parties”) for any losses or damages resulting from death, illness, injury or property damages to you, anyone else or any property, that occurs while you or your guests are in the garden. (You “waive and release” all claims against the Released Parties). You understand that the Town would not let you participate in the Garden without your agreeing to these waivers and releases.

2.3 Medical Care Waiver. You give up any right to sue or otherwise attempt to collect money from (waive and release any claim from) the Town of Rocky Hill (the Released Parties) arising out of any first aid, treatment, or medical service, including the lack 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, worker’s compensation or any other benefits maintained by the Town.

2.4 Indemnification. You are responsible for any damages or losses suffered by the Town that are caused by your or your guests’ actions. (You agree to indemnify and hold the Town of Rocky Hill harmless).

2.5 Publicity. You agree to allow us 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 we or others may create in connection with you or your guest’s 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

3.1 Failure to Comply with Agreement or Garden Rules. You confirm that you have read a copy of the Garden Rules attached to this agreement and you will comply with them. If you fail to obey the Agreement or the Garden Rules, we can terminate your rights to the Garden.



**ROCKY HILL COMMUNITY GARDEN
GARDENER AGREEMENT SIGNATURE**

GARDENER

Name: _____

APPROVED BY

Name: _____

Signature

Signature

Date: _____

Date: _____

Attachment: Garden map and Garden Rules