

**2023 EDGERTON COMMUNITY GARDEN
AGREEMENT AND WAIVER**



CONTACT:

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GARDEN AGREEMENT:

- The City of Maplewood:
 - has assigned the following garden season dates:
 - First day of season - April 28, 2023
 - Plant by - May 22, 2023
 - Clean up and clear out - October 18, 2023
 - assigns each plot to one person and the plots are not transferable.
 - will identify all garden plots by number and provide water spigots.
 - manages the Edgerton Community Garden as an organic garden.
 - recommends finished compost for fertilizer and mulching for weed control.
 - does not till the garden.
 - is not responsible for theft or damage to gardens.
 - may terminate a Gardener's use of the Edgerton Community Garden under this Agreement immediately upon violation of any of the terms of this Agreement or the rules adopted in connection with the use of the garden plots.
- Gardeners:
 - must comply with garden season dates concerning plot work, planting deadlines, and plot clean up and clear out.
 - must notify the City of Maplewood if they need to abandon their garden plot.
 - are responsible for their garden plot the entire season.
 - agree to keep their garden plot weeds to a minimum and to harvest ripe produce through the end of the season.
 - that are given a maintenance warning will have 10 days to correct issues or their plot will be re-assigned.
 - will keep their plants and all gardening tools and materials within their garden plot borders.
 - will not shade other garden plots with their plantings.
 - will not use Preem or Miracle Gro and other chemical fertilizers and pesticides.
 - can use certified organic fertilizers in a way that does not affect other plots.
 - will keep insects and diseases under control using non-chemical methods. If non-chemical methods are not practical, organic pesticides must be approved by the City of Maplewood.
 - under eighteen (18) years of age must have guardian approval.
 - are not allowed to drive on the grass to their garden plots.

- can fence in their plot with temporary fencing that is no higher than 6 feet as long as the fencing does not shade adjacent plots.
- can use temporary structures such as plant supports.
- agree to comply with all federal, state, and local laws and regulations.
- agree to clean up garden plot at the end of the garden season to include:
 - All fences, posts, stakes, tomato cages, trellises must be cleared away and taken off site. They cannot be stored or disposed of at the Community Garden.
 - Raised bed structures can remain in place for the next year.
 - Weeds, corn stalks, tomato plants, and non-woody plants can go into compost bin.
 - Sticks can be stacked neatly in piles next to the compost bin in designated areas with all string removed.
 - Ground Cover: All gardeners are encouraged to keep their soil covered with natural materials over the winter such as buckwheat, clover, radishes, winter wheat, straw, shredded leaves, grass clippings, finished compost, or other organic material without weeds.

WAIVER AND PHOTO RELEASE:

- I understand the City of Maplewood is providing staff, logistical support, water, and administration of the Edgerton Community Garden program.
- My participation in the Edgerton Community Garden is voluntary. I know and I am aware of all the dangers associated with my participation. Said risks may include injury or accident to person or property or other loss, and I freely, voluntarily, and with such knowledge assume all risks while actively participating or volunteering my services.
- I understand and agree that the City of Maplewood, or any person acting on behalf of the City of Maplewood, may not be held liable for any event which occurs in connection with my participation in the Edgerton Community Garden which may result in harm, death, injury, or other damages to me. This waiver of liability does not waive liability for any injuries that I obtain as the result of willful, wanton, or intentional misconduct by the City of Maplewood or any person acting on behalf of the City of Maplewood.
- I agree to defend, indemnify, and hold harmless the City of Maplewood for any expense or liability the City of Maplewood may incur because of my conduct, actions, or omission while participating in the Edgerton Community Garden.
- I hereby relinquish all rights under Minnesota law regarding the permission to use photographs and video for publicity. Publicity includes, but is not limited to, publication in the City of Maplewood publications and social media.
- I acknowledge that I have carefully read this Agreement and Waiver and hereby release all claims against the City of Maplewood regarding the above-stated images of me.
- I understand all of the terms of this Agreement and Waiver and I am aware that I may consult with legal counsel before signing or consenting to this Agreement and Waiver.
- In agreeing to consent to the Agreement and Waiver, I have not relied upon any oral statements or promises that are not set forth in this Agreement and Waiver.