



CITY OF PALATKA
JAMES H. "JIM" TOWNSEND
COMMUNITY ORGANIC GARDEN (JHTCOG)
 CONTRACT



TIME PERIOD

NAME

E-MAIL ADDRESS

MAILING ADDRESS

HOME PHONE #

and

WORK PHONE #

PLOT #/LOCATION

YEARS IN GARDEN

CIRCLE ALL THAT APPLY: City Resident, Putnam County Resident, Visitor, Retired, Handicapped

TERMS OF CONTRACT – The gardens are located within the Water Works Environmental Education Center (WVEEC). The following terms have been developed with the intent of providing the greatest benefit for the most gardeners, as well as complying with the rules and regulations of the City of Palatka. It is important that we facilitate the management of this area in a manner that will contribute to its continued use as community gardens. It is of paramount importance that we maintain the overall area and the individual gardens in an aesthetically pleasing manner – for the good of gardeners, our neighbors, the city park, and the greater community.

We will be maintaining contact with the gardeners by e-mail, or phone if the gardener is not able to receive email. Therefore, you must have an e-mail address or phone that you monitor regularly. Any gardeners that are not in compliance with garden rules will be notified. The garden renter must notify the garden managers by email or phone within 5 days of receiving notice that the notice has been received; any corrective action needed must be accomplished within two weeks of the notice date. If not, the gardener will be in default and the garden plot will revert back to the James H. "Jim" Townsend Community Organic Garden (JHTCOG) management for reassignment to another renter/tenant. If the gardener cannot or will not continue to use the plot, please inform JHTCOG representative by email or phone ASAP.

Plots (approximately 11 by 30 ft) will be available for rent for a period of 6 months, at a cost of \$15 per plot per 6-month period. A renter can rent a plot for 12 months at a cost of \$20 per plot for the year. Checks should be made out to Water Works Environmental Education Center (WVEEC). Rent is non-refundable. A reduced rental fee/scholarship/or work equity may be arranged, if needed.

Garden maintenance will take place during August. At the discretion of the garden managers, this may involve a complete tilling of the entire garden area. Gardeners should take this possibility into account with respect to their planting schedule.

Plots will be assigned/reassigned on a first come first serve basis. Preference will be given to previous tenants, who have been in compliance with rules and procedures, and have maintained gardens in an aesthetically-pleasing manner.

The City of Palatka, city employees, volunteers involved with JHTCOG management are not responsible for personal injury, or loss of personal property left in the JHTCOG area.

Gardeners **MUST** abide by the "GARDEN RULES" as noted in the attached document.

By signing, I acknowledge that I have read the Terms of this Contract & Garden Rules and agree to abide by the policies and procedures therein.

Signature of JHTCOG Representative – Date

Signature of Gardener - Date

Payment Received _____ By _____ Date _____ (Rev. 8-05-17)



CITY OF PALATKA
**JAMES H. "JIM" TOWNSEND
COMMUNITY ORGANIC GARDEN
RULES AND RELEASE OF LIABILITY**



As a gardener participating in the James H. "Jim" Townsend Community Organic Garden, (JHTCOG), I agree to abide by the following rules.

1. The James H. "Jim" Townsend Community Organic Garden (JHTCOG) is intended for personal use or distribution to local families in need.
2. Pets are NOT allowed in the community garden area. Children in the community garden area must be supervised at all times.
3. Do NOT give gate code to non-gardeners.
4. Garden plot participants are expected to keep their plots clear and free of weeds, grass, and other debris that can harbor insects. **Gardeners should spend at the very least 2 - 4 hours a week tending their plots.** The gardener will be responsible for removing and disposing of stakes, plastics, and garbage from the garden plot during and after the growing season. The garden plot will be left in good condition at the end of the growing season. If cleanup is not done properly, the gardener will be responsible for all cost associated with clean up, and may not be allowed to adopt a plot in the future.
5. Weeds and cuttings from your garden plot must be removed and placed on curb according to pick up rules or placed in the garden compost pile(s).
6. The gardener will be responsible for removing any disease and insect infested plants promptly. In case of severe neglect, it will become necessary to reassign the plot, plow it under, or have it taken over by another gardener willing to do the work. Absolutely no dumping of debris into other garden plots is allowed.
7. Garden plots may not be used to grow illegal plants, or plants that do not bear fruit or vegetables; this does not preclude spices. Certain flowers may be grown as approved by JHTCOG management. Organic and non-GMO plants/seeds/potting soil are strongly recommended.
8. Crops, plants, vines and vegetation must be contained within the boundaries of one's garden plot. Overlapping onto adjacent pathways or garden plots is prohibited. Vining plants may be planted along the fence line or a trellis may be used.
9. Only organic fertilizers will be used in the JHTCOG, and the application should in no way detrimentally affect adjacent garden plots or grass areas. Control of insects and unwanted plants should conform to recommended organic techniques and may not include the use of chemicals.
10. Structures, other than trellis for vines, are not allowed in the community garden, unless approved by JHTCOG management.
11. The City of Palatka assumes no liability for any injury, damage, theft or loss of property belonging to garden user participants, before, during, or after their usage.
12. Any gardener that willfully damages or harvests from another plot is subject to lose his/her plot.

13. Vegetable gardens are exempt from watering restrictions; however, gardeners need to coordinate and rotate a watering schedule to ensure that the appropriate amount of water and water pressure is available to all plots especially if a timer is installed.
14. Water hoses, etc. must not be left in the walkways in order to avoid tripping hazards and to allow the lawn mower to pass easily.
15. If the land agreement with the land owner is terminated, gardeners will receive a written notice and will have two weeks from receiving such notice to remove their plants and free the site from trash, tools, stakes, hoses, plastics, etc. If this is not done in a proper and timely manner, the gardener will be responsible for all clean up costs.
16. The gardener will update JHTCOG management on any contact information changes.

The City of Palatka reserves the right to have full access to all garden plots at any time in order to ensure that all rules, regulations, and laws are being observed, and if necessary may terminate a garden plot lease or activity for the safety and welfare of city property/leased property and/or its citizens.

In consideration of the acceptance of this agreement, I hereby release the City of Palatka, the landowner, associated sponsors, their members and employees, or any other party in association with this garden project, for any and all injuries or damages whatsoever arising from my participation in this activity. I have read, understand, and agree to comply with the Rules of the James H. "Jim" Townsend Community Organic Garden.

The City of Palatka may terminate a community gardener's use of the property under this agreement immediately upon violation of any of the terms of this agreement or any rules adopted in connection with the use of designated community gardens.

THE CITY OF PALATKA AND/OR THE LANDOWNER ASSUME NO LIABILITY FOR ACCIDENTS OR INJURIES TO PARTICIPANTS OR OTHERS EITHER ON OR AROUND THE PREMISES OF THE GARDEN AREA. NEITHER DOES THE CITY OR LANDOWNER ASSUME RESPONSIBILITY FOR ACTS OF VANDALISM OR LOSS OF CROPS DUE TO THEFT.

I agree to abide by these rules and conditions set forth for the community garden project. This agreement is valid for one year from date of signature and must be renewed each year.

Applicant's Signature _____ Date _____

Printed Name _____

Address _____ Phone Number _____

Email Address _____ Plot # _____