

Name:	Plot:	Season:
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MUNICIPALITY OF
**EASTERN
CHARLOTTE**

COMMUNITY GARDEN PROGRAM

Terms of Use

All gardeners must agree to the terms of use as detailed below.

Please be sure to read the full terms as signing the agreement page indicates your commitment to all items on these pages. Unless stated otherwise, all items apply to all community gardens within the boundaries of *Eastern Charlotte*.

Please contact the Community Garden Coordinator at the municipal office with any questions.

Assignment of Plots

- Plots are limited to one per family unit or address.
- Plot users from the previous year have the first option to keep the same plot. Remaining plots will be assigned on a first-come, first-served basis.
- If plots for a Community Garden are all assigned for a season, a waiting list will be kept for the current season.
- Once open for the season, gardeners must begin working their plot within three (3) weeks of registering. Plots that have not been cleaned and prepared for gardening may be assigned to another applicant without further notice.
- Plots may not be transferred without permission of the Community Garden Coordinator.

General Guidelines

- The garden is open dawn to dusk, seven days a week.
- A maximum of ten (10) people are allowed in the garden at any given time.
- Children must be accompanied by an adult and supervised at all times.
- Keep a distance of 6 feet (2 meters) and maintain social distancing while at the community garden.
- *Eastern Charlotte* is not responsible for personal property left on-site.

Use & Restrictions

- Use of the garden for commercial purposes is prohibited.
- Sale of garden products on-site is prohibited.
- The application of herbicides (weed killers) to the garden plots is prohibited.
- Planting and growing of cannabis, illegal plants, and/or plant species appearing on the “Invasive Species” list of the New Brunswick Invasive Species Council is prohibited. A current listing is available at www.nbinvasives.ca.
- The use of newspaper as a mulching agent/weed barrier is prohibited.
- The use of poisons, firearms, lethal traps or similar dangerous methods to control pests in the garden is prohibited.
- Gardeners may harvest vegetables and flowers from their garden only.
- Gardeners may arrange for other gardeners to water their plots.
- Each gardener will be given one key to the Community Garden storage shed for access to tools and watering equipment. In Blacks Harbour, the same key is required for garden entry. Gardeners are responsible for bringing their key each time they work in the garden.
- The garden shed must remain locked at all times. In Blacks Harbour, the gate must also be locked at all times.
- All common use tools must be returned to and locked in the shed when leaving the grounds.
- Individual fencing of plots is allowed. Please keep structures less than 3 feet tall and neat in appearance. Gardeners may not store excess lumber, mesh fencing, bamboo or other materials, not needed for gardening, at their plots

Upkeep

- The Gardener is responsible for watering, weeding, harvesting and any other garden-related maintenance.
- Garden plots should be cared for at least once a week.
- It is the responsibility of the gardener to notify the community garden coordinator if they are unable able to care for their plot in any given week.
- A plot will be subject to reassignment if it remains unattended for more than three (3) weeks.
- In St. George, all trash that is not organic and biodegradable must be removed from the site by the gardener (e.g. bags, seed packets, etc.) as there is no garbage service at the garden.

End of Season

- At the end of the growing season, gardeners are responsible for clearing their plot of all plant material and leaving the plot as they found it in the Spring. This involves removing dead plants, stakes, temporary fences, jugs, personal property, trash, etc.
- Composting areas are available at all garden locations.
- Keys should be returned after the close of each growing season.

Liability Waiver

1. To release the municipality of *Eastern Charlotte* (“the Landlord”), and any of its representatives, from any and all claims of any kind and from all liability, costs, losses, damages or legal fees resulting from injury, death or damage to me or any visitor, or property of any kind, which arises out of or is in any way connected directly or indirectly to my participation in the Community Garden program (“the Program”) at the designated Community Garden location (“the Premises”).
2. To protect, hold free and harmless, defend and indemnify the Landlord from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims or judgements (including lawyer’s fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in the Program, whether caused by the Landlord’s active or passive negligence or otherwise. This indemnity shall include, without limitation, reasonable lawyer’s, experts’ and consultants’ fees, investigation costs and all other reasonable costs incurred by the Landlord.
3. To assume full responsibility for myself, my property and my guests while participating in the Program and using the Premises.
4. The Landlord shall not be liable for any damage to my property caused by any cause whatsoever, including weather, accidents or vandalism.
5. I acknowledge that my permission to use the Premises is freely revocable by the Landlord without any compensation, should I be deemed by members of the Program user group to have contravened any rules and regulations within this Agreement or posted on site. I claim no right to reimbursement or any form of damages in such a case.
6. I assume any and all risks relating to the physical condition of the Premises, including the surface and subsurface conditions thereof.
7. I acknowledge and agree that the Landlord has not given any representation, warranty or condition, as to the state, quality or condition of the Premises, whether with respect to environmental matters or otherwise, or that the Premises are suitable for any particular use of purpose (including, but not limited to the activities of the Program).
8. Keep a distance of 6 feet (2 meters) and maintain social distancing while on community garden property.

Gardener Consent

I acknowledge that I will be participating in gardening activities at the Community Garden location designate below. These activities include planting, tending, growing and consuming fruits and vegetables from the site.

USER INFORMATION		
Name:	Primary Phone:	Secondary Phone:
Mailing Address:		Email Address:
Community:	Postal Code:	
Name(s) of other authorized users		
Emergency Contact:	Primary Phone:	Secondary Phone:
PLOT INFORMATION		
Community Garden (choose one): <input type="checkbox"/> Blacks Harbour (Deadman's Harbour Road) <input type="checkbox"/> St. George (Brunswick Street)	Plot Number:	Issue Date:
Did you use this plot last year? <input type="checkbox"/> Yes <input type="checkbox"/> No		
DECLARATION		
<input type="checkbox"/> I acknowledge that I have read, understand and agree to User Agreement terms and conditions as described above. <input type="checkbox"/> I agree that I, my personal representatives, heirs and guests, agree and understanding of the Liability Waiver and agree to all points therein.		
_____	_____	
<i>Signature</i>	<i>Date</i>	

FOR OFFICE USE ONLY	
Key Returned:	Request Plot for next season? <input type="checkbox"/> Yes <input type="checkbox"/> No
Notes: _____	