MWCC COMMUNITY GARDEN AGREEMENT

If accepted into the Community Garden project I agree to the following terms:

❖ I understand that I am responsible for planning, planting, harvesting, and all other phases of gardening, including weeding.
❖ I agree to work cooperatively with the Garden Coordinator, staff and other plot holders for a successful garden.
❖ I will have my plot substantially planted by June 8 or I will lose my plot. I will attend the initial group meeting, cleanup days, and group meetings as scheduled for the Community Garden.
❖ I will keep my address, phone number, and e-mail current with Community Garden staff.
❖ I will notify the Garden Coordinator at 978-630-9262 or by email at communitygarden@mwcc.mass.edu immediately if I must abandon my plot during the growing season, regardless of the reason. I understand the Community Garden Coordinator will reassign or clean out the plot as s/he see fit.
❖ If I am unable to care for my plot for a time because of illness or vacation, I will ask a fellow gardener or the coordinator for help with weeding and harvesting.
❖ I agree to maintain my plot and the surrounding common areas by keeping it watered, neat, weed-free, and pest free as much as is reasonably possible.
❖ If my plot is overgrown with weeds, I understand I will receive a warning. After one week of no action, my plot may be mowed and reassigned.
❖ I will notify the Garden Coordinator at 978-630-9262 or by email at communitygarden@mwcc.mass.edu if I see or have any problems with the Community Garden.
❖ I will clear my plot of corn stalks, all plant debris and all non-organic materials (wire, string, stakes, rocks, plastic, etc.). If this is a difficulty, I will ask for help. I understand any gardeners who do not clear plots may lose their gardening privileges.
❖ I understand I am responsible for cleaning and returning all equipment that I have removed from the shed on the day they are used. (Tools are only to be used at the Community Garden.)
❖ Any use of chemical pesticides or herbicides will be cause for immediate expulsion from the garden. Only approved organic fertilizers may be used. Upon acceptance I will receive information on which are acceptable fertilizers.
❖ I will not grow plants that are invasive or aggressive, the list will be provided upon acceptance.
❖ I understand that I must keep plot boundaries weeded and trash-free. I will keep my plot edges and fencing free of weeds that will go to seed. I understand not to put rocks and sticks in paths, that I should take them to the designated rock-and-stick area.
❖ I will dispose of all trash properly. (This may require removal from the premises)
❖ I understand that no pets are allowed in the garden.
❖ The garden should be a safe place for the community, children, and other gardeners. I will not bring anything that will compromise the safety of the garden.
❖ I will not bring or grow anything illegal in the garden.
I have read, understood, and agree to abide by the Community Garden rules.

Printed Name:       E-Mail: 

Mailing Address: 

Home Phone:       Work/Other Contact: 

Signature:        Date: 

APPLICANT (please print or type):

hereinafter called the User, shall be responsible for, and agrees to indemnify and hold harmless, the Commonwealth of Massachusetts, the Board of Higher Education, and Mount Wachusett Community College, hereinafter called the College, its trustees and its executive officers, agents, employees, and students from loss, damage suits, claims, costs, expenses, demands, judgments or liabilities of whatsoever kind arising out of, or in any way connected with, the User’s undertakings, activities, or performance under this agreement including, but not limited to, claims due to any negligence of the College, its officers, trustees, agents, employees, and/or students. In the event of any such claim and/or litigation arising out of, or in any way connected with the User’s activities under this agreement, the User shall take charge of any such claim and/or litigation and shall be responsible for defending same at his own expense through legal counsel designated by the User or the user’s insurer. The College shall have the right, in its discretion and without obligation, to provide counsel to participate with the User in the conduct of the defense. The User will pay, at their own expense, any and all judgments arising out of or resulting from any and all such claims and/or litigation. This agreement falls under the rules of the Commonwealth.

SIGNATURE

DATE: __________________________

www.mwcc.edu/communitygarden
Affirmative Action/Equal Employment Opportunity Institution