



ANDOVER COMMUNITY GARDEN ASSOCIATION

REQUIRED PAPERWORK—2021

To apply for an Andover Community Garden Association garden plot, please:

1. Fill out the attached Garden Plot Application form for 2021 (all sections required);
2. Read attached Gardener's Agreement for 2021;
3. Read attached Andover Community Garden Association Garden Rules and Responsibilities—2021;
4. Return signed Garden Plot Agreement-2021 as instructed on form.

Applications must be received prior to beginning any work in a garden plot, by May 1, 2021.
Payment details will be sent by email upon receipt of the signed application.

Dates for Your Calendar:

May 1st—Community Event—Opening Day for Gardens

June 1st—All planting in plots must be started to avoid forfeiture.

Oct 30th/(Oct 31st Rain date)—Mandatory Community Event—Closing Day at Gardens

**** Please do not hesitate to let us know if you have any questions, and good luck getting those seeds started!!**



**ANDOVER COMMUNITY GARDEN ASSOCIATION
GARDEN PLOT APPLICATION-2021**

Applications will be processed on a first-come first-serve basis and should be submitted prior to the beginning of any work on garden plots.

Gardeners' Names: _____

Street Address: _____

Town/State/Zip Code _____

Contacts:

Home Phone: _____

Cell: _____

Email: _____

Preferred method: (check one): Home phone () Cell phone () Email ()

Emergency Contact Name and Phone

Number _____

Garden Location (Check one): High Plain () Main St.—former Historical Society ()

Plot Size/Fee: A fee of \$0.85 per square foot is charged for all plot sizes. In the case of financial hardship, contact Treasurer@andovergarden.com for a confidential discussion regarding fees. Fees may be waived if needed.

High Plain	Main St formerly Historical Society	Preferences Re: Plot Assignments
_____ 4 x 10 (\$34)	_____ 5 x 10 (\$42.50)	_____
_____ 4 x 20 (\$68)	_____ 5 x 20 (\$85)	_____
_____ 5 x 25 (\$106.25)		_____

Volunteer Committees: Andover Community Gardens depend on community participation in order to be successful. Each Member Gardener must fulfill volunteer obligations of up to 4 hours on Opening Day and up to 4 hours on Closing Day at the gardens. You will also be required to show up for 3 monthly maintenance days. Please mark three or more additional areas of interest for donating your time. We will be scheduling community work days throughout the growing season and will use this information for planning purposes.

____ Food Donation

____ Social Media/ Web Design

____ Board Member

____ Fundraising

____ Grant writing

____ Education/Outreach

____ Volunteer Coordinator

Your signatures below represent that you have read, acknowledge and agree to abide by the designated ACGA Agreements necessary to obtain an Andover Garden Plot for 2021. Please sign where indicated below and return this page, along with the Garden Plot Agreement 2021, by May 1, 2021, by

- (1) signing, scanning the agreement and emailing to Treasurer@andovergarden.com;
- (2) signing and mailing the agreement to Bill Ward, ACGA, 20 Lovejoy Road, Andover, MA 01810; or,
- (3) bringing the signed agreement to the garden on Opening Day.

Please note that each Garden Member must provide a separate signature page. Payment details will be sent by email upon receipt of the signed application.

1. I have read, acknowledge and agree to abide by the **Garden Plot Application-2021**

Printed Name: _____

Signature: _____

Date: _____

2. The **Gardener's Agreement – 2021** is signed under pains and penalties of perjury on this ___ day of _____, 2021

Printed Name: _____

Signature: _____

3. I have read, acknowledge and agree to abide by the **Andover Community Garden Association Garden Rules and Responsibilities -- 2021.**

Printed Name _____

Signature: _____

Date: _____



ANDOVER COMMUNITY GARDEN ASSOCIATION GARDENERS' AGREEMENT-- 2021

Garden Use, Waiver of Liability, Release and Indemnification Agreement

Welcome to the Andover Community Garden Association (the "Garden or ACGA"). The ACGA, called "Sponsor" or "we" or "ACGA" in this document, is a nonprofit organization that sponsors and manages the Garden as part of carrying out its mission. This document is a legal contract between you and the Sponsor meant to protect the health of our Association.

1. TEMPORARY RIGHT TO GARDEN

1.1 Plot. You have the right to garden your plot (the "Plot") in the Garden. Your immediate family members may garden with you as your guests. You may use the Plot from May 1 to Oct 31, 2021.

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 ACGA 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 document, you will pay a fee of \$.85/SF to use the Plot. You understand that we may increase the fee in future years. COMMENT: The ACGA may choose to require only a nominal payment under specific circumstances.

1.4 No Transfers. You cannot let anyone other than your immediate family garden here unless we give our agreement in writing or via email (Contact: Help@andovergarden.com)

2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

2.1 Awareness of Risk. You understand that participating in the Garden has a (generally minimal but real) risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other gardeners, the Sponsor, or the owner of the property on which the Garden is located (referred to as "Landowner" or "Conservation Commission.") The risks could also come from the condition of the land where the Garden is located, or the equipment and 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 give up ("waive") any right you may have to sue or otherwise attempt to collect money from the Landowner/Conservation Commission, Sponsor, their board members, employees, volunteers, or anyone acting on their behalf (referred to altogether as "Released Parties") for any losses or damages resulting from death, injury, or property damage to you, anyone else, or any property, that

occurs while you or your guests are in the Garden. (In legal terms, you “waive and release all claims” against the Released Parties.) You understand that the ACGA would not permit you to 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 Released Parties arising out of any first aid, treatment, or medical service, including the lack of such or timing 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, workers’ compensation, or any other benefits maintained by Sponsor.

2.4 Indemnification. You are responsible for any damages or losses suffered by the Sponsor that are caused by you or your guests’ actions. (In legal terms, you agree to indemnify and hold the Released Parties harmless.)

2.5 Publicity. You agree to allow us or the Landowner (Conservation Commission) 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 your 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 & Responsibilities 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 right to garden.

3.2 Termination of Land Agreement. If the Conservation Commission terminates our Agreement for the land where the garden is located, your right to garden will end. The Conservation Commission can terminate our Agreement at any time. We will notify you if the Conservation Commission terminates the Agreement.

4. OTHER PROVISIONS

4.1 Entire Agreement, Severability and Modification. If any part of this Agreement is ineffective, the remaining portions of the Agreement remain in effect. Any changes to this Agreement have to be in writing and signed by you and the Sponsor.

4.2 Third-Party Beneficiaries. You understand that this Agreement gives the Conservation Commission a right to enforce certain parts of this Agreement against you by going to court. (In legal terms, the Conservation Commission is an “express third party beneficiary.”) The Landowner can enforce Sections 2 and 3.2 of this Agreement.



Andover Community Garden Association Garden Rules & Responsibilities –2021

The following rules must be agreed to by all people entering the garden. Membership is dependent upon agreeing to adhere to the rules and our possession of your signed Gardener's Agreement-2021.

General

1. Plots are available on a first-come, first-serve basis, with preference given to returning gardeners. Plots are assigned by the garden coordinators in this order:
 - a. Returning gardeners
 - b. Returning gardeners wishing to change plots
 - c. New gardeners
 - d. Returning gardeners wishing for more space.
2. Up to two out of every ten plots will be available for non-Andover residents of surrounding towns/cities, unless the assignment of out-of-town plots requires revoking plots from returning gardeners in good standing; additional plots may be assigned to non-residents based on availability.
3. Only one plot per household/residential address may be assigned at the beginning of the season. If there are extra plots available once new gardeners that season have been accommodated, second plots may be assigned based on availability. Plots are not transferrable.
4. The garden is open from 7am till dusk every day from May 1 through October 31. Access outside these times and dates is only allowed by agreement with the Board (please contact Help@andovergarden.com to let us know).
5. Each gardener becomes a member of the Association and accepts the Gardener's Agreement by paying the annual fees. This must occur before any work in the garden can begin.
6. A limited amount of tools and equipment will be available in the community garden shed for use by member gardeners. Please wash and return them after use. Please do not remove them from the property. If any item is labelled with a name please respect that label and do not use without permission.

Your Plot

7. Each member gardener is responsible for the active maintenance and upkeep of their garden plot. Watering, weeding, harvesting and any other garden related maintenance are all the responsibility of the member gardener. It is the member gardener's responsibility to notify the garden coordinator if they are not able to care for the plot in any given week. Failure to adequately maintain the plot will result in notification by email from the Board and failure to rectify the situation within 14 days may result in the plot being reassigned and the produce being donated to a food pantry. Any plot remaining unattended after a warning for more than two weeks will be subject to reassignment.
8. All gardens must be started by June 1 or they are subject to forfeiture without a refund. Extenuating circumstances will be considered on a case by case basis so contact us if you cannot meet this requirement.

9. Member gardeners may arrange for other Association gardeners and family members to water their plots. Anyone else who is unaccompanied by members must be approved by email correspondence with the Board (Help@andovergarden.com).
10. Member gardeners may harvest vegetables and flowers from their garden plot only unless they have received direct permission from the plot owner. They may not use other people's tools without permission. Theft is a basis for being asked to leave the garden association and loss of access to the plot.
11. No permanent structures, beyond trellises or poles to edge gardens and support plants are allowed. Your plant supports or trellises should not impede the sunlight of your neighbors. Trees and difficult to remove plants are not allowed. You may not enlarge your plot beyond the staked edges.
12. The planting of mint, oregano, marijuana, invasive species, poisonous plants, trees, shrubs and illegal plants are not allowed. Wood chip mulchs are not allowed in garden plots. Wood chips are only allowed on garden paths and common areas.
13. Member gardeners are responsible for maintaining the garden pathways immediately surrounding their plot. All gardening activities must be kept within the boundaries of each assigned plot; taking special care to contain all plants within the confines of the assigned plot. Member gardeners may not alter the dimensions of their plot.
14. Member gardeners will be issued the combination for the lock of the garden gate. Keep this information confidential. Keep the garden gate locked and the shed door closed at all times, especially upon leaving the garden. Before locking the gate, check to make sure no one else is in the garden.
15. Children and other guests are welcome in the garden but must be accompanied by an association member and provided that they comply with the Rules. Member gardeners will supervise any child under the age of fourteen. Member gardeners will be responsible for the conduct of children and their guests including making sure they do not damage or interfere with activities on other plots. Pets are not allowed within the garden gate. Guest violations of these Rules are treated as violations by the Member gardener.
16. The cost of water is included in the cost of plot rental, so excessive water usage may cause the cost the plot rental to increase. Members are required to turn off the water at the main water post prior to departing the garden.
17. Plots are not intended for commercial use and produce from the garden may not be sold for profit. Extra produce from the garden may be donated to a local food pantry or other organization by placing produce in the receptacle located by the entrance on the designated weekday. Harvest and delivery may be posted weekly on the shiteboard of the shed of the High Plain Garden.
18. The Andover Community Garden is an organic garden. The application of herbicides (weed killers) or non-organic fertilizers to the garden plots is prohibited. If in doubt, please refer to the Organic Materials Review Institute (OMRI.org) for guidance. Organic does not mean *not* treating pests or disease. If you are not sure how to treat something, contact help@andovergarden.com.
19. Andover Community Garden is CARRY IN/CARRY OUT; please take all tools, trash and other debris with you each time you visit. Do not use power tools of any kind. Exceptions are allowed with permission from the Board.

Community Areas

20. We encourage your participation at Association events so as to foster community spirit but the scheduled annual cleanup days are mandatory. Member gardeners will be expected to attend at least three (3) monthly maintenance days over the season. Maintenance days will be the first Saturday of the month starting in June. It is expected that each member gardener or family unit will attend at least one (1) hour between 9 AM and 12 PM. Clean up days will be canceled if not needed. Failure to participate in the minimum number of maintenance days, may result in not being invited to be a member of the garden in future years.
21. Member gardeners will keep any common areas, such as pathways and storage sheds, clean and neat. Member gardeners will promptly report any concerns about the safety of the garden to the Board. If there is vandalism, storm damage, or other damage to the garden, all member gardeners are expected to help in cleaning up and restoring the garden to its prior condition, but the ACGA will try to bear the cost of the communal repairs.
22. Communal compost areas located within the garden perimeter fencing are for vegetative matter only; finished compost use may be used on a first come first served basis.
23. Non-member volunteers may be invited to attend announced Community Days but need to be accompanied by a Member gardener at all times.
24. At the end of the growing season, member gardeners are responsible for clearing their plot of all plant material, trellis and/or plant supports and leaving the plot as they found it in the spring.
25. No smoking or tobacco products are allowed in the garden. Tobacco can transmit viruses to plants. Smoking is a fire hazard. Drugs, alcohol, fire or weapons of any kind are prohibited in garden area.