

Garden and Plot #(s) \_\_\_\_\_

## 2017 CITY OF LAKE STEVENS DOWN TO EARTH COMMUNITY GARDENING PROGRAM GARDENER CONTRACT

In consideration for the privilege to participate in the 2017 City of Lake Stevens Parks and Recreation's Down to Earth Community Gardens ("DTE CG") at Eagle Ridge Park (2424 Soper Hill Rd.), the undersigned Gardener(s) ("Gardener") agree(s) to the following:

### 1. ADMINISTRATION

The DTE CG is administered by the Parks and Recreation Department of the City of Lake Stevens. DTE CG volunteer directors oversee the development and operation of the DTE CG.

### 2. REGISTRATION

Returning gardeners in good standing from last season are invited to apply in 2018. Beginning 2018 new gardeners and returning gardeners in good standing who wish to apply for the rental of plots may register for garden plots on a first-come, first-served basis. At Down to Earth Community Gardens, one 4'x8' plot rental per gardener will be considered prior to 2018.

### 3. CONTACT INFORMATION AND COMMUNICATION

**DTE CG Volunteer directors** - DTE CG volunteer directors will be available to assist gardeners at [downtoearthcommunitygardens@outlook.com](mailto:downtoearthcommunitygardens@outlook.com), or at the regularly scheduled, weekly work days (Garden Hours) coordinated by DTE CG volunteer directors throughout the garden season. Gardeners will also be able to contact City Hall by going to [www.lakestevenswa.gov](http://www.lakestevenswa.gov) or by phone at 425-334-1012.

**Gardeners** - E-mail will be the primary method of communication with gardeners, including: communicating important information about gardeners' plots and gardeners' compliance with the DTE CG Contract. Notification of change of address, e-mail or telephone number must be given to Parks and Recreation.

### 4. RENTAL FEES

Garden plot rental fees reserve garden plot(s), as named on the Registration Form, for the current season only. No refunds on garden plots will be given. Rental fees will be paid by check, cash, or card to the Parks and Recreation Foundation, Care of The City of Lake Stevens. Rental agreements must be given to the Parks and Recreation Department located at City Hall. Rental fees for the 2017 season May 1<sup>st</sup>, 2017 to October 31<sup>st</sup>, 2017 are \$40 for each 4'x8' raised bed.

### 6. GARDENING SEASON

The 2017 DTE CG season is May 1st through October 31, 2017. The gardens will open on May 1st, 2017. Gardeners may not begin any preparation or planting in their plot(s) before the opening of the season.

All plots will be prepared for planting and plot locations and pathways will be marked by DTE CG volunteer directors prior to the opening of the season. A map will be posted at the garden entry kiosk and all garden plot numbers will be marked on each plot and raised bed. Gardeners must be certain they have located the correct plot(s) before beginning any preparation or planting.

Gardeners are responsible for maintaining their plot(s) as soon as the gardens are open for the season or immediately when they start renting. By October 31<sup>st</sup> 2017, there should be marked progress toward a productive garden. This progress should include: at least half the plot under cultivation; plants established and cared for; path maintenance is carried out; weeds are being managed. Harvesting must be completed and plots must be cleared of all materials (i.e. plant material, stakes, cages, twine, wire, landscaping fabric, newspaper, plastic, etc.) and planted with a cover crop or mulched with straw, leaves or other approved organic materials by 5 p.m. on October 31<sup>st</sup>.

## **8. MAINTENANCE**

**Garden Plots and Pathways** - Gardeners must consistently maintain their plot(s) throughout the garden season. Regular maintenance includes: regular weeding, harvesting ripe produce and removing all dead or diseased plants. Gardeners are also responsible for maintaining (weeding, mulching, and keeping traversable) the woodchip paths adjacent to their plot(s). All paths (wood chips or grass) must be kept free of overgrowing plants, gardening supplies and equipment. DTE CG volunteer directors will provide wood chips for path maintenance. Gardeners must plan for weeding, watering, and harvesting in their absence. For more information on maintenance of plots, please visit the DTE CG website at [www.downtoearthcommunitygardens.wordpress.com](http://www.downtoearthcommunitygardens.wordpress.com) or contact the Parks and Recreation Department through City Hall at 425-334-1012.

## **9. GARDEN PLOT UTILIZATION**

Gardeners unable to utilize or maintain their plot(s) and paths in the way described above, must contact DTE CG volunteer directors immediately. If contacted, DTE CG volunteer directors may be able to find a temporary solution until a gardener can continue maintaining his/her plot(s) and paths.

**Turning in Garden Plots** - Gardeners can turn in their plot(s) to DTE CG volunteer directors at any time. If a gardener sufficiently maintains/clears, and cover crops or mulches their plot(s) such that DTE CG volunteer directors do not need to do anything to the plot for the rest of the season, the gardener may renew the same plot the following year. Gardeners must notify the DTE CG volunteer directors when turning in their plots any time prior to the end of the season, 2017.

Any gardener leaving a plot early resulting in DTE CG volunteer directors having to care for it in any way, in the following year s/he may not rent a plot during the returning gardener registration period.

**Unmaintained Plots** - The garden supervisor will contact the Parks and Recreation Department through City Hall for gardeners renting unmaintained plots and those gardeners will be given two weeks to comply with all DTE CG Contract requirements. If the gardener does not comply by the end of this two-week period, s/he will give up the privilege to participate in the DTE CG for the remainder of the 2017 season. Additionally, any participating gardener who gives up his/her privilege to participate in the DTE CG under these circumstances may not rent a plot in the following year, presuming plots remain open at that time.

**Extenuating Circumstances** - Gardeners may request an exception to the above rules for extenuating circumstances. Exceptions will be granted at DTE CG volunteer directors and Parks and Recreation's sole discretion.

## **10. TOOLS, TRELISING, AND OTHER MATERIALS**

DTE CG tools will be available for gardeners to use on a first-come, first-served basis during Garden Hours (5:00 AM to Dusk). Gardeners must clean and return tools to the storage shed in an orderly manner after use.

Organic soil amendments, trellising, stakes, cages, and other hardscaping materials are permitted for use during the DTE CG season, if the items are kept within the boundaries of that gardener's plot(s) and are utilized within two weeks of being placed in those plot(s). Tomato cages and other staking in good condition may be neatly stacked near the DTE CG storage shed, at either garden, for interested gardeners to take on a first-come, first-served basis. Carpet may not be used as a weed barrier, or for any purpose, in the DTE community garden.

## **11. COMPOST**

Non-woody plant material from garden plots must be composted in the bins provided at each garden. Signs will be posted indicating into which bins materials should be placed. Gardeners must not place any materials in the wooded areas at the DTE community garden.

## **12. WATERING/HOSES**

Water spigots are located throughout the garden site. When using hoses, gardeners must be careful not to damage other garden plots and when finished watering untangle and neatly coil hose on the hose hanger next to spigot.

## **13. GATES/FENCING**

Gardeners must close and latch the gates when entering and exiting the garden areas. Gardeners are not permitted to fence individual plots or blocks of plots.

## **14. ORGANIC GUIDELINES**

As a pollinator friendly garden, chemical fertilizers, pesticides, and herbicides are disallowed in the DTE CG. DTE CG utilizes organic gardening methods, renters of plots must follow the organic guidelines provided by Lake Stevens Parks & Recreation Department. Additional information on following organic guidelines can be found on the DTE CG website at [www.downtoearthcommunitygardens.wordpress.com](http://www.downtoearthcommunitygardens.wordpress.com) and in the Parks and Recreation Department located at City Hall. Organic guidelines will also be posted at the DTE CG entrance kiosk. DTE CG is a chemical free location using any chemicals or not following the organic guidelines may result in loss of privilege in participating in the DTE CG and refunds will not be given.

## **15. RESTRICTED AND PROHIBITED PLANTS**

Plantings of cane fruit (raspberries, blackberries, etc.), grapevines, fruit trees, and other woody perennials are disallowed. Also, invasive plants including, but not limited to, *Artemisia vulgaris*, wandering mint species, comfrey, and any plant that multiplies in such a way (by seed, rhizome, etc.) as to overtake the plot/soil as a nuisance specimen will not be allowed. The DTE CG volunteer directors will, at their discretion, determine if plants are invasive, or otherwise prohibited by the State of Washington, and therefore not appropriate for culture in a community gardening setting.

## **16. TRASH**

Gardeners must remove any trash they generate, including empty plant pots and trays, from the garden area and dispose of it properly.

## **17. PETS**

Pets are not allowed at any garden sites due to food safety concerns and as a courtesy to other gardeners.

## **18. VEHICLES AND PARKING**

All vehicular traffic and parking is restricted to the parking lots and paved roads at the garden site.

## **19. THEFT AND DAMAGE**

Gardeners should report any vandalism, theft or suspicious behavior or activity in the garden areas to DTE CG volunteer directors immediately or through the Parks and Recreation Department located at City Hall. Gardeners are not permitted to remove anything from plots not rented by them without the permission from the renting gardener. The City of Lake Stevens Parks and Recreation Department and the DTE CG manager and supervisor, acting on behalf of the City, are not responsible for any damage to garden spaces, theft of produce or personal belongings near the gardens or elsewhere.

**20. LIABILITY AND INDEMNIFICATION**

The undersigned is an adult Program Participant, or is the parent or legal guardian of a Program Participant. The undersigned hereby states that s/he understands the activities that will take place in this program, and that the Program Participant is physically and mentally able to participate in this program. The undersigned recognizes, as with any activity, there is risk of injury. If the Program Participant sustains an injury during the program, and the City of Lake Stevens Parks and Recreation Department is unable to contact the appropriate person(s) to obtain consent for treatment, the City of Lake Stevens Parks and Recreation Department and/or its employees or DTE CG volunteers are authorized to take reasonable steps to obtain appropriate medical treatment. The Program Participant and/or his/her parent or legal guardian shall be responsible for the cost of such treatment. The undersigned agrees to release, hold harmless, indemnify, and defend the City of Lake Stevens, the Lake Stevens Parks and Recreation Department, its employees, agents, and assigns, and DTE CG volunteers from any claims including, but not limited to, personal injuries or damage to property caused by or having any relation to the activities covered by this contract, even if arising from the negligence of releases. It is understood that this release applies to any present or future injuries and that it binds the undersigned, undersigned’s spouse, heirs, executors, and administrators. The Program Participant may be photographed and videotaped while participating in Parks and Recreation activities, and consent is given for the reproduction of such photos or videos for advertising and publicity.

**Garden and Plot #(s)** \_\_\_\_\_

**I, the undersigned, have read the City of Lake Stevens’ Down to Earth Community Gardening Program Gardener Contract and understand all its terms. I agree with its terms and sign it voluntarily.**

---

Primary Gardener, Printed Name	Primary Gardener, Signature	Date
--------------------------------	-----------------------------	------

---

Additional Gardener, Printed Name	Additional Gardener, Signature	Date
-----------------------------------	--------------------------------	------

---

Additional Gardener, Printed Name	Additional Gardener, Signature	Date
-----------------------------------	--------------------------------	------

---

Additional Gardener, Printed Name	Additional Gardener, Signature	Date
-----------------------------------	--------------------------------	------

---

Parent or Guardian, Printed Name If gardener is age 17 or younger	Parent or Guardian, Signature	Date
--	-------------------------------	------