**TATTERSALL FARM COMMUNITY GARDEN APPLICATION 2023**

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| --- | --- |
| Participant's Name |  |
| Address |  |
| Phone |  |
| Email |  |
| Desired Garden Size: (please check one)  8’ x 12’ □\*  8’ x 24’ □\*  4’ x 8’ Raised Bed (6 available) □\*  \**All plots will be provided at the discretion of the Community Garden Manager and 8’ x 24’ plots will be allocated only after all plot requests having been confirmed.* | |

**Community Garden Membership Agreement**

The Tattersall Farm community garden program is available to participants willing to volunteer their time and effort to maintain a garden plot for the 2023 growing season for their own personal use. In consideration of being permitted to participate in and utilize the community garden facilities and services, the undersigned participant and his or her family relatives, friends and other guests hereby agree to adhere to the Tattersall Farm Community Garden By-Laws and to sign the Release of Liability and Indemnity Agreement set forth herein.

**General Responsibilities**

* You must agree to and adhere to the Community Garden Bylaws.
* You must meet with the Tattersall Farm Community Garden Managerfor an orientation to the Garden rules and procedures (composting, water, tools).
* The garden must be organically maintained.
* You must be a resident of the City of Haverhill.

**Your Garden Space**

* You may have one garden plot per family household.
* You are expected to tend your assigned garden plot and are responsible for the maintenance of your plot throughout the season.
* If you are unable to maintain your plot please inform the Community Garden Manager as soon as possible.
* You must be the primary gardener and be present for the duration of the growing season; if you go on vacation, you are responsible for finding someone to help tend your garden in your absence who must sign this Community Garden Membership Agreement.
* You may only garden annual plants, unless given the permission to plant perennial plants by the Community Garden Manager.
* No synthetic fertilizers. Only use carbon-based fertilizers such as compost, peanut meal, bone char and sulfate of potash. Dodge’s Agway in Plaistow and Bruckmann’s Hardware in Lawrence sell organically approved fertilizers and soil amendments. Any fertilizer in the North Country Organics line such as Pro Grow is allowed.
* No chemical pesticides, insecticides or herbicides unless OMRI approved.
* However, please use appropriate cultural practices to increase the health of plants and thus decrease insects and disease. For instance, the use of compost enhances the health of plants.
* Prepare your plot for winter no later than November 1st Gardens must be cleaned up by this time. All tomatoes cages, fencing, decoration, etc. must be removed unless discussed with the Community Garden Manager.
* Tattersall farm is not responsible for lost, stolen or removed items in your plot; any item left after November 1st will be removed at the discretion of Tattersall Farm Community Garden Manager and/or Board.

**Application Procedures**

* You are invited to make a donation of $25. Donations will be used to enhance and maintain the community garden at Tattersall farm.
* Please send a copy of this signed form and check to Tattersall Farm, PO Box 456, Haverhill, MA 01831.

**Common Space Responsibilities**

* You are responsible for the maintenance of the common areas of the garden, including weeding and removing trash.
* You must respect the common tools and return them in their proper state of use, hoses coiled etc.
* You must show an understanding of the composting and how to use it appropriately.
* No dogs or cats or other animals allowed.
* No drugs; alcohol or smoking.
* No ball playing or rough games in the gardens.
* No unsupervised children.

**Respecting the Plots of Other Community Gardeners**

* Respect the plots of other community gardeners; do not harvest food, weed, and water or maintain the bed unless given permission by the appropriate community gardener.
* Share your abundance, it will be enjoyed by the other members.
* Clean up end of season is required to gain access the next year

**Violations of the Community Garden Bylaws**

* If any of the bylaws are violated, a first warning is mailed or emailed to the gardener. If the problem persists your garden plot may be reassigned to the next person on the waiting list.

**Waiting Lists**

* If, at any time during the year, a gardener desires to change plots they can go on the waiting list by informing the Farm Community Garden Manager.

**Release of Liability**

* Gardeners, their families, friends and other guests who participate in all activities must read and sign the attached Release of Liability and Indemnity Agreement.

**Tattersall Farm Community Garden**

**Release of Liability and Indemnity Agreement**

In consideration of being permitted to participate in and utilize the Tattersall Farm community garden facilities and services, the undersigned participant and his or her family relatives, friends and other guests all acknowledge and agree that he or she has been notified that his or her participation in this program **is at his or her own risk**, and are aware that bodily and/or property injury or other harm can result in participating in this program.

**Acknowledging such risk**, in consideration of being permitted to participate in the community garden program, the undersigned participant and his or her family relatives, friends and other guests hereby agree as follows:

1. The City of Haverhill and/or the Trustees of the Tattersall Farm Charitable Foundation Trust of January 26, 1999, its employees and agents will not be held liable for any bodily and/or property injury or any other harm that may occur under its community garden program*.*

2. **I/we hereby release, waive, discharge, and covenant not to sue** the City of Haverhill and/or the Trustees of the Tattersall Farm Charitable Foundation Trust of January 26, 1999, its employees and agents (Hereby hereinafter referred to as Program Coordinators) for all liability to the undersigned, his or her personal representatives, assignees, heirs, and next of kin for any loss or damage or any claim or demands on account any bodily and/or property injury and/or any other harm to the under-signed whether caused by the negligence of the Program Coordinators and/or otherwise while participating in this community garden program.

3. **I/we hereby agree to indemnify, save, and hold harmless** the Program Coordinators from any loss, liability, damage, or cost they may incur due to my/our participation in this community garden program whether caused by the negligence of the Program Coordinators and/or otherwise.

4. **I/we hereby assume full responsibility for** any bodily and/or property injury or any other harmthat may occur as a result of the negligence of the Program Coordinators while participating in this community garden program.

5. **I/we have read and voluntarily signed this release** of liability and indemnity agreement, and agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. This release of liability and indemnity agreement shall be interpreted under the laws of the Commonwealth of Massachusetts and if any portion thereof is determined to be invalid, unenforceable, or otherwise void, then the remaining provisions shall remain in effect.

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Participant Full Name (Please Print)

Signature

Date

Signature (primary gardener)

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (additional gardener(s))

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_