



**COMMUNITY GARDEN CONTRACT**  
**Upper Big Blue Natural Resources District**  
**319 East 25<sup>th</sup> Street, York NE 68467**  
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**Project GROW Community Garden Contract**  
**Rules, Terms, and Conditions for Participation**

**Introduction**

The Upper Big Blue Natural Resources District (NRD) is the highest governing authority at the Project GROW Community Garden.

Breaking any rules, terms, and conditions is cause for exclusion from the garden and loss of plot.

1. You will receive one verbal warning from the NRD.
2. If no response or correction is made, you will receive a written notice one week later.
3. If there is no response within 5 days following the written notice, you will receive a written final notification that you have forfeited your gardening privileges, clean up deposit, and plot.
4. You will be allowed to reapply for another garden plot only after one year, and only at the discretion of the NRD.

**Rules, Terms, and Conditions for Participation**

If accepted as a gardener, I will abide by the following rules, terms, and conditions:

1. I use this garden at the sole discretion of the Project GROW Community Garden. I agree to abide by its policies and practices.
2. All gardeners are required to complete an application form.
3. A water use fee of \$20.00 per plot is due at contract signing.
4. A cleanup deposit of \$50.00 is due at contract signing. This deposit is not refundable after June 1, 2020. If all rules, terms, and conditions are met during the growing season, the deposit will be returned in the fall of the growing year. If you have cleaned up your plot and return a 2020 application, your clean-up deposit will be rolled over.
5. Need-based Financial Assistance: If you are unable to afford the cleanup deposit, we offer Financial Assistance. Please contact the NRD for more information.
6. If you wish to return in 2021 you may apply for the same plot beginning October 1, 2020.
7. The garden area is open dawn until dusk, seven days a week.

8. Maintenance of my garden plot is my sole responsibility. I will water as needed, remove weeds promptly, control disease or insect infestations, properly remove contaminated plants, and harvest produce in a timely manner.
9. June 1st: Garden plots must be planted by this date or space will be given to someone else and deposit will be forfeited.
10. My plot cannot be left fallow or unused for any period of three weeks or longer, more than one time a year.
11. If a plot is abandoned mid-season, notification of the NRD is required.
12. All plots must be cleaned of plant material by November 15.
13. My plot is 13 x 20 feet. I will not expand my plot beyond this measurement or into paths or other plots. I will keep all my plants within the limits of my garden plot and will not allow any plants to grow more than six feet high. I must keep my plot free of weeds, pests and diseases.
14. I will keep my plot, paths, and surrounding areas clean and neat. I will separate my trash into two groups: 1) dead plants, leaves, and other green waste plant parts, and 2) paper, plastic, cardboard, wood, metal, etc. I will put each type of trash only in the areas designated specifically for each. Anything I bring from my home I will take back home. I will not bring household trash and leave it at the Project GROW Community Garden.
15. I will not plant any illegal plants. I will not smoke, drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs. I will not bring weapons, pets, or other animals to the garden.
16. Guests and visitors, including children, may enter the garden only if I accompany them. They must follow all rules, terms, and conditions stated herein. I will supervise my children always when they are in the garden. I am solely responsible for the behavior of my guests.
17. Unattended watering is not permitted. Water may NEVER be left on after you leave the garden site. Fines or removal from program may be possible.
18. I will not apply any pesticides in the garden without the approval of the NRD.
19. I will not take food or plants from other gardeners' plots. I will not take anything from the garden that is not rightfully mine.
20. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.
21. I will work to keep the garden atmosphere a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.
22. I forfeit my right to sue the owner of the property.
23. I understand and willingly accept the inherent risks in gardening. I understand that use or misuse of gardening tools may result in injury. I am aware that soil and food borne diseases, though rare, may be contracted through gardening or consuming undercooked food.
24. I understand, acknowledge and agree that I am solely responsible for my actions and conduct, and the actions and conduct of my guests, while in the Project GROW Community Garden and that neither the Project GROW entities nor any of its directors, officers, employees, agents, lessors, affiliated companies or foundations have any liability to me or my guests for losses, damages, or costs incurred as a result of participation in, or entry onto the premises of, the Project GROW Community Garden and I waive and release the aforementioned parties from any claims that I may have, whether based on tort, contract or otherwise, resulting there from.

**Commitment**

I have read and understand the application and accept these rules, terms, and conditions stated above for participation in the Project GROW Community Garden.

Gardener Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NRD Representative: \_\_\_\_\_ Date: \_\_\_\_\_