



For Town Use Only
Last Name:

Garden Site Number:

2017 Community Garden Application

The purpose of the Garden Plot rules is to ensure that:

Participating gardeners have the opportunity for a positive gardening experience. Garden plot sites are an asset to the community.

Renting Your Plot

1. Your rental fee of \$25.00 per season will be used by the Purcellville Community Garden (PCG) Committee and the Town of Purcellville to prepare and maintain the property and to provide animal fencing. An additional security deposit of \$50.00 will be refunded at the end of the season provided that the garden plot is maintained as specified in the plot maintenance rules
2. Plots will be rented on a first-come, first-served basis. Preference will be given to previous year renters. Additional prospective renters will be placed on a waiting list. As plots become available, the PCG Volunteer Committee will notify you. If you decline the plot, or do not respond within seven days, the plot will be offered to the next person on the waiting list.
3. Only one plot is available per household. Any unclaimed plots remaining after all registrants have been assigned a plot will be offered to any registered gardener as a second plot for a full additional fee.
4. Gardeners may not give away or sublet their plots. If you no longer wish to garden or you are moving out of the area, please contact the PCG Committee to return your plot to the pool so it may be offered to the next one on the waiting list. Your security deposit will be refunded if the plot has been properly maintained and/or made ready for another gardener.
5. The town reserves the right to redesign or relocate plots at the end of the season.
6. The town does not guarantee that any particular plot will be carried over from year to year.
7. The gardening season will begin April 1, weather permitting and only after the PCG Committee has staked and numbered individual plots. The garden will be closed on November 1.
8. Applications should be delivered to the Town of Purcellville, 221 S. Nursery Ave, Purcellville, VA 20132. Checks should be made out to Town of Purcellville.

Maintaining Your Plot

The PCG Committee will inspect the garden plots weekly and notify gardeners whose plots are not in compliance with these rules. The gardener will be instructed to take corrective action.

Gardening privileges will be revoked if repeated offenses occur or if the gardener does not take corrective action within two weeks of the notification. The plot will revert back to the Town of Purcellville and the security deposit will be forfeited.

1. At the beginning of each season, the PCG Volunteer Committee will be responsible for tilling the plots and amending the soil as necessary.
2. The PCG is an organic garden. Chemical pesticides, herbicides and chemical fertilizers are forbidden. Animal manure based fertilizers are also forbidden due to the presence of nearby well. Organic soil amendments and pest remedies such as vegetable compost, etc. may be used instead. If unsure, ask a garden committee member.

3. Gardening is permitted dawn to dusk.
4. No pets allowed.
5. Children under 16 must have adult supervision.
6. All gardeners must maintain their plots in a reasonable manner, otherwise weeds and garden debris may serve as cover and food for undesirable insects, rodents, and other vermin. Weeds must be kept below 12 inches.
7. Tools, stakes, bags, etc. should be kept inside the plots to avoid danger to maintenance crews and fellow gardeners. No personal property such as garden supplies and tools should be left at the plots.
8. Do not run water unattended. Remove all standing water to prevent mosquitoes from breeding.
9. Plants and weeds should be placed in the designated compost bins.
10. Remove your trash and recycling materials.
11. Do not remove or relocate the stakes that define the garden plot.
12. Remove all plants, debris and materials you have introduced to your plot prior to the close of the gardening season. If remaining materials must be removed by the PGC, you will forfeit your security deposit.

Responsibilities to Your Fellow Gardeners

1. Do not block garden paths with vehicles, equipment or debris.
2. Park your vehicle in the designated parking area.
3. Do not build a structure or plant anything that will shade or interfere with adjacent garden plots. For example, plant sunflowers in appropriate locations and do not plant pumpkin vines as plots are too small.
4. Highly invasive plants or perennials (shrubs, vines, trees, etc.) are not permitted.
5. Do not have anything delivered to the garden area unless you are there to receive it and place it in your plot.
6. Do not dispose of trash on the garden property or thereabout (bag your trash and take it with you).
7. Pick only your own crops.
8. Use of the community garden is restricted to registered gardeners and their guests except when events are sponsored by the Purcellville Parks and Recreation Department.
9. While on the community garden property, town park rules must be obeyed at all times. For example: Possession or use of alcoholic beverages is forbidden. Garden plot rental and use for resale purposes is prohibited.

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration for being permitted to participate in gardening activities at the Town of Purcellville Community Garden Park (hereinafter the "Community Garden Park"), I hereby release, waive, and discharge any and all claims for damages, penalties, costs, expenses, claims, or judgments (including attorney's fees) for any personal injury, death, or property damage which I may have or which may hereafter accrue to me or any other person as a result of my participation or the participation of my minor children or other minors legally in my care in the Community Garden Park. This release is intended to discharge the Town of Purcellville, its Mayor, Members of Council, officers, board members, departments, employees, contractors, subcontractors, volunteers, and agents (hereinafter the "Town"), from and against any and all liability arising out of any type of negligence, omission or carelessness on the part of the Town.

I understand the nature and scope of the activity and agree to abide by the Community Garden Park Garden Plot Rules and Rental Agreement. I understand that my participation and that of my minor children or other minors legally in my care in activities at the Community Garden Park may be of a hazardous nature and/or include physical and/or strenuous exercise or activity; that serious accidents can occur during this

activity; and that participants in a gardening activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in activities at the Community Garden Park, and I hereby assume any and all risks of injury, death or property damage and agree to release and hold harmless the Town who through any type of negligence, carelessness, or any other act, error or omission might otherwise be liable to me or my heirs, next of kin, personal representatives, executor, administrator, successors, and assigns.

I further agree to indemnify, defend and to hold the Town free and harmless from any loss, liability, damage, cost, or expense of any kind and to any party whatsoever which may be incurred by me or any minor or other party in my charge as a result of death, personal injury, or property damage or the consequences thereof connected with my participation in activities at the Community Garden Park.

I understand and agree that this release, waiver, and indemnification agreement is to be binding on my heirs, next of kin, personal representatives, executor, administrator, successors, and assigns.

I further understand that acceptance of this signed Release, Waiver of Liability, and Indemnification Agreement shall not constitute a waiver in whole or in part of the Town's sovereign immunity, that it shall be effective during the entire period of my participation in activities at the Community Garden Park; that it shall be construed in accordance with the law of the Commonwealth of Virginia; and that if any rules, provisions or conditions are held illegal, unenforceable, or in conflict with any laws, the validity of the remaining portions shall not be affected thereby.

I have fully and carefully read the Garden Plot Rules and Rental Agreement and the Release, Waiver of Liability, and Indemnification Agreement, and by my signature below signify that I completely understand their contents and agree to abide by all rules, provisions and conditions contained therein. I am completely aware that this is a release of liability and a contract between me and the Town of Purcellville.

Print Participant Name

Signature of Participant

Signature of Minor (under 18 years)
participant's Father/Mother/Legal Guardian

Age (if under 18 years)

Date

Contact Information:

Telephone Numbers (home and cell) _____

Email _____

Street Address City, State, Zip Code