

Terms and Conditions

Rules and Responsibilities

1. All park rules and local and state regulations must be followed. Garden hours are the same as park hours.
2. Observe reasonable safety precautions. Gates and sheds should be kept locked to prevent access by unauthorized persons. Do not lend your keys or share your lock combination with anyone except those authorized to tend your plot.
3. Garden Members must maintain their plots and adjacent communal areas, keeping them free of weeds, litter and debris. Members are responsible for actively gardening their plot within 14 days of assignment. If the member is to be away for an extended period, the Member is responsible for appropriately covering the plot or ensuring that another authorized person will tend the plot and adjacent communal areas during their absence. Equipment, supplies and other materials must be properly stored. Pathways must be kept free from obstruction.
4. Volunteer Garden Managers oversee the day-to-day operation of each community garden and serve as the primary liaison between Garden Members and the Sarasota County Community Garden Program. The Garden Manager may organize workdays, set expectations or otherwise provide guidance to Garden Members to ensure that the garden remains orderly and operates in a manner that is fair to all Members.
5. Members are expected to participate in the shared responsibility of maintaining all common areas and vacant plots by participating in a minimum of two regularly scheduled workdays per year. Garden Managers may assign additional workdays as needed.
6. Garden Members are responsible for all personal items brought into the garden. Lost or abandoned items will be held for 90 days and if not claimed during that time, will be considered a donation to the County.
7. Sheds must be kept clean and orderly and be used specifically for storing garden supplies. Sheds are to be used for the group as a whole, and are not intended for personal use.
8. Gardeners should dispose of vegetative wastes in compost bins. Vegetative wastes should not be placed in trash receptacles.
9. Garden Members may harvest from their garden plot only. Communal beds may be harvested by Garden Members in moderation or as determined by the Garden Manager.
10. Produce grown in community gardens is for self-consumption only. Sale or donation to any third party is prohibited without prior written approval by county staff.
11. Invasive species, as defined in the Sarasota County Comprehensive Code, are prohibited from gardens. Consult UF/IFAS Extension Sarasota County, or visit the following link for further information: <http://www.fleppc.org/>.

12. Permission must be obtained from Extension prior to construction of any new structures or any activity that may affect existing structures or require contracted services. Plant material on garden fences may be restricted or maintained by appropriate county staff or other authorized personnel.
13. Tree installation within plots is prohibited, due to shading and complications with root systems. Any costs associated with removal of a tree installed by a Member on an individual plot shall be that Member's financial obligation.
14. Garden Members should not leave water turned on or in hoses. Release all the water when finished using hoses. Garden hoses must be stored on racks when not in use to maintain a tidy appearance and help prevent injuries.
15. All community gardens are required to operate on an organic basis. Members shall adhere to the policies described in the Community Garden Integrated Pest Management Plan. No garden Member shall apply synthetic pesticides (including herbicides and fungicides) or other non-organic products. Synthetic herbicides and insecticides are prohibited in Sarasota County community gardens, and Garden Members should be able to rely on other IPM techniques to manage pests. Acceptable pest control methods include, but are not limited to, hand picking, using predator species, soil solarization, and biological controls (e.g. parasitic wasps, *Bacillus thuringiensis*). As a last resort, use of natural botanicals is permitted. Please consult with Garden Managers before use.
16. No power tools may be used without proper training and Sarasota County approval.
17. Due to concerns regarding tobacco mosaic virus, Members should refrain from the use of tobacco products in the gardens.
18. In no case shall materials be allowed in gardens that could be construed as offensive. Garden Members shall exhibit no provocative, inflammatory or belligerent behavior while at or near the garden site.
19. UF/IFAS Extension Sarasota County, Sarasota County, and all affiliated organizations that are partners with or otherwise support the Community Garden Program assume no liability for injuries or accidents (see Liability Release Statement).
20. To report hazards or problems, call the Garden Manager or UF/IFAS Extension Sarasota County at 861-5000. For emergencies, call 911.

Termination

1. This agreement is valid from August 1, 2013 through July 31, 2014. Annual renewals occur in July of each year and are considered past due on July 31 for the upcoming year.
2. Should the Member voluntarily choose to stop gardening or not renew their annual Agreement, they should notify the Garden Manager and UF/IFAS Extension Sarasota County. Members are responsible for removing all vegetation in the plot and returning all keys upon termination of the Agreement. When a plot becomes available, Extension will reassign it to the next person on the waiting list. This Agreement is not transferable, and Members are not authorized to turn over their plot to another person.
3. In the event of a violation of this Agreement, the Garden Manager will attempt to notify the Member by phone or email. If no resolution occurs, UF/IFAS Extension Sarasota County will send a warning letter to the Member

providing 14 days for the Member to resolve the identified violations. If the violation is not corrected, Extension will send a final warning letter to the Member advising him/her they have seven days to comply. Failure to abide by the rules stated within this Community Garden Annual Membership Agreement shall result in forfeiture of the participant's plot and associated fees. Sarasota County reserves the right to immediately terminate membership for egregious violations.

Liability Release Statement

The undersigned, in consideration of being granted a plot in the Community Garden Program, hereby agrees and understands the risks involved in the Community Garden Program and fully assumes the risks for themselves, their assistants, family members and guests and further agrees to indemnify and hold harmless UF/IFAS Extension Sarasota County, Sarasota County, and the City of Sarasota and all affiliated organizations that are partners with or otherwise support the Community Garden Program from any and all claims resulting from any injury, sickness, loss or affiliation which may occur while engaged in any Community Garden activity.

Primary Member Name: _____ Signature: _____ Date: _____

Agreement

I have read the Annual Membership Agreement and Liability Release Statement. By this application, I agree to comply with the Community Garden Rules and Responsibilities. I understand that failure to comply with the rules and responsibilities will result in the termination of my Agreement and my plot assignment, as determined by the UF/IFAS Extension Sarasota County Community Garden Program Coordinator. I have read and agree to all of the terms contained within this agreement.

Primary Member Name: _____ Signature: _____ Date: _____

Secondary Member Name: _____ Signature: _____ Date: _____

Secondary Member Name: _____ Signature: _____ Date: _____

Secondary Member Name: _____ Signature: _____ Date: _____

Secondary Member Name: _____ Signature: _____ Date: _____

Secondary Member Name: _____ Signature: _____ Date: _____

Secondary Member Name: _____ Signature: _____ Date: _____

Changes to this agreement may be made at any time by UF/IFAS Extension Sarasota County.