

Fortuna Adventist Community Garden (FACG)

GARDENER CONTRACT

First & Last Name:	
Mailing Address:	
E-mail Address:	
Cellphone:	

RULES AND COMMITMENTS

I agree to the following Rules and Commitments as the condition(s) for using the proposed section of land, plus any water, tools, and materials I may use at the Community Garden (please read each statement carefully and check all boxes):

- I understand that garden space is available on a first-come first-served basis.
- I understand that: the Fortuna Adventist Community Garden (FACG/Community Garden) is open for work Sunday through Friday from sunrise to sunset and is closed for work on Saturdays out of respect for the Sabbath of the Seventh-Day Adventists while farming their land; the Community Garden is open for food and fellowship on Saturdays from sunrise to sunset; and Gardeners are encouraged to enjoy the gardens with their friends and families every day.
- Anyone in my care under the age of 18 will be supervised by me or another adult I trust while at the Community Garden property.
- Anyone I may bring to the garden that is over the age of 18 must first complete a Gardener Contract and Waiver of Liability and submit their government-issued photo ID for the garden records or pass the Sterling Volunteers background check before entering the property.
- I will not smoke, drink alcohol, or use drugs in, on, or around the Community Garden.
- I will clean up after my Service Animal(s). I understand that no other pets are allowed.
- Only Organic Approved (OMRI) insect sprays, fertilizers, and composts will be used in my garden.
- All waste plant material from my garden will be placed in designated areas for vermiculture/compost.
- I will be careful with my water usage so that we have enough water for everyone.
- I will respect my neighbors and their hard work and I will not pick their produce without asking.
- I will not plant in, care for, or change any garden that does not belong to me without permission.
- I will not move markers, paths, or fences that are not within my right to move without permission.
- I will not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom I may interact in the performance of this Agreement, and I will take all reasonable steps to prevent harassment from occurring. I will not engage in any illegal actions/activities on this property. I understand that illegal actions/activities

and/or harassment behavior of any kind will warrant immediate termination of this Contract, immediate expulsion from the garden property, and contact with local authorities.

- I will not damage any private or community property, tools, materials, equipment, etc.
- I am responsible for helping to keep the general Community Garden area free of trash as well as keeping my own garden area weeded, watered, tidy, and productive.
- I understand that I may be called on to help with gardening, yardwork, equipment maintenance, or other garden projects during my contract. I understand that if I choose to volunteer for these projects, I will get to harvest from special community-designated areas.
- I will help provide fresh produce for the Fortuna Adventist Community Services Food Bank by donating approximately 10% of my harvest from my garden to them.
- I understand that if I want to donate money, equipment, or supplies, that I should contact the Coordinator.
- I understand that FACG Gardener Contracts renew yearly in March.
- It is my duty to notify the Garden Coordinator if I would like to keep or stop my Gardener Contract. If I abandon my garden (more than 3 months away), or otherwise break this Contract, my Plot will be reassigned to another Gardener.
- If my contact information changes, I will notify the Garden Coordinator.
- I understand that the information used in my application may be shared with FACG partners as needed.
- I understand that these Rules and Commitments may be amended by the FACG as needed.
- I understand that this Contract may be terminated at any time by either party for any reason.

WAIVER OF LIABILITY

I/We understand that neither Fortuna Adventist Community Services (FACS) nor landowner Fortuna Junior Academy (FJA) are responsible for my/our actions. I/WE THEREFORE AGREE TO HOLD HARMLESS THE FORTUNA ADVENTIST COMMUNITY GARDEN (FACG) SPONSOR (FACS) AND OWNER OF LAND (FJA) FOR ANY LIABILITY, INJURY, DAMAGE, LOSS OR CLAIM THAT OCCURS IN CONNECTION WITH USE OF THE GARDEN.

Signature: _____ Date: _____

OFFICE USE ONLY

Plot#:	Garden Coordinator:	Date:
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