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NORTH PALM BEACH COMMUNITY GARDEN 2022-2023 MEMBERSHIP APPLICATION

Name(s) include each member of the household that will be gardening:

Please note: A Release, Waiver and Indemnification form (page 3) must be returned for each member of the household.

Address: _____

Phone(s): _____ **E-mail(s):** _____

Application Packet Due: June 30, 2022

Garden Plots Assigned: No later than August 1, 2022

Regular Garden Season: September 1–May 31

Extended Summer Season: June 1–August 31

Membership Fees: \$25 per Household to garden 8/1/2022 through 5/31/2023*
 Cash or check made payable to the Village of North Palm Beach
 *must notify Board if you would like to garden during the extended season

Mail or drop-off complete Application Packet to:

Village of North Palm Beach
 NPB Community Garden
 603 Anchorage Drive #102
 North Palm Beach, FL 33408

Contact: villageofnpb.communitygarden@gmail.com

Please tell us a little bit more about yourself:

How would you describe your gardening skill level?

- Beginner
- Intermediate
- Master

How many years of gardening experience do you have? _____

Please check each of the following that apply:

- I am interested in being assigned a plot to garden
- I am interested in volunteering to work and maintain the community garden
- I am interested in becoming a Community Garden Board Member

Participant Signature: _____ **Date:** _____

VILLAGE OF NORTH PALM BEACH COMMUNITY GARDEN RULES

1. I am a North Palm Beach resident or a Village not-for-profit and/or charitable entity (such as school groups, religious institutions, etc.).
2. I understand plots will be limited to one per household, and plots cannot be transferred without both notification to and with approval by the Community Garden Board.
3. I understand the standard application period for the Community Garden is June 1-30 each year.
4. I understand I will be notified by August 1 of my plot assignment.
 - a. Waitlisted applicants will have three (3) days to accept an invitation for an assigned plot to garden.
5. I understand the Regular Garden Season begins September 1. I will have substantially planted my plot by October 1 and will keep it planted all season long.
 - a. I will contact the Community Garden Board by October 1 if I require additional time to plant.
6. I understand the Regular Garden Season ends May 31, and I will return my plot to its original condition by June 1.
7. I understand the Extended Summer Garden Season begins June 1. If I am planning to garden during this season, I will notify the board by May 1 of my intent, otherwise water to the plot will be turned off.
8. I understand the Extended Summer Garden Season ends August 31, and I will return my plot to its original condition by September 1 if I do not plan on continuing gardening in my assigned area.
9. I will not plant invasive species, anything illegal, poisonous or toxic.
10. If I must abandon my plot for any reason, I will notify the Community Garden Board.
11. I will adequately and regularly maintain my own plot.
12. I will keep weeds down and maintain the areas immediately surrounding my plot.
13. I will ensure that my plot will be cared for in my temporary absence (example: vacation), and will notify the Garden Board of my arrangements.
14. If my plot becomes unkempt, I understand I will be given one (1) week's notice to clean it. I further understand that failure to do so may result in forfeiture of my plot.
15. I will remove trash and litter from the plot as well as from adjacent pathways.
16. I will be respectful of the space of other gardeners and help others when needed.
17. I will participate in the seasonal clean up of the Community Garden.
18. I will pick only my own crops unless specifically invited or given permission by the Board.
19. I agree to contribute volunteer hours toward community gardening efforts as needed.
20. I will not bring pets to the garden. Small children who accompany me will be supervised by an adult at all times.
21. I will not harm, interfere with, or remove tools from any other plots.
22. I will clean and return all tools to their designated area after use.
23. I will not consume alcoholic beverages or smoke anywhere on the North Palm Beach Community Garden property unless approved by the Board.
24. I will turn off all water spigots and drain hoses after use, and will coil all hoses neatly on the post provided. I will not drag hoses through someone else's garden plot.
25. I will make sure that all garden gates are closed and securely in place when leaving the garden.
26. I will use only Master Gardener approved products for pest and weed control in my plot. I will use any labeled applications (fertilizers, pesticides, etc) in compliance with their label and Best Management practices.
27. I will transfer all garden waste to bins in designated areas. I will not compost any animal-derived food products other than boiled egg shells.

I, _____, have received and agree to abide by all the rules and regulations for the North Palm Beach Community Garden as provided and understand that failure to do so may result in forfeiture of my plot. I am also fully aware that I must honor the attached signed Waiver of Liability.

Participant Signature: _____ **Date:** _____

VILLAGE OF NORTH PALM BEACH COMMUNITY GARDEN
RELEASE, WAIVER AND INDEMNIFICATION

The following document must be signed by all participants (gardeners and volunteers) to protect the Village of North Palm Beach from liability.

Release and Waiver: In consideration of being permitted to participate in any way in the Village of North Palm Beach Community Garden, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge and covenant not to sue the Village of North Palm Beach, or its officers, agents, employees or volunteers from liability for any claims resulting in personal injury or accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Community Garden. This Release and Waiver shall include claims arising out of any negligent act or omission of the Village of North Palm Beach or its officers, agents, employees or volunteers (Initials: _____).

Indemnification and Hold Harmless: I also agree to **INDEMNIFY AND HOLD** the Village of North Palm Beach or its officers, agents, employees or volunteers **HARMLESS** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in the Community Garden and to reimburse them for any such expenses incurred. The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect (Initials: _____).

Photo/Video Release: I authorize the Village of North Palm Beach to use my or my child’s photo or image in any manner the Village of North Palm Beach wishes for advertising, display, audio-visual, exhibition or editorial use (Initials: _____).

Acknowledgment of Understanding: I have read this waiver of liability, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant Signature: _____ **Date:** _____

Parent or Guardian (if participant is under age of 18): I am the parent or legal guardian of the above-named minor child and, as such, I am authorized to enter into this agreement. I agree that my minor child and I are bound by and subject to the terms of this agreement. I understand that my signature here reflects my agreement to hereby release, waive, discharge, and covenant not to sue the Village of North Palm Beach or its officers, agents, employees or volunteers from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Community Garden.

Participant Signature: _____ **Date:** _____