



# Official Garden Operation Bylaws

The undersigned, acting as organizers, do hereby adopt the following bylaws for the North Shoal Creek Neighborhood Association Community Garden Committee. The Committee shall be created as a special committee by the North Shoal Creek Neighborhood Association (NSCNA). The Committee shall be vested with authority to carry out these Bylaws.

## SECTION 1. COMMITTEE NAME

The name of the committee is North Shoal Creek Neighborhood Association Community Garden (hereafter referred to as the “Committee”).

## SECTION 2. PURPOSE

The Committee is organized to establish and operate a community garden (hereafter the “Garden”) to be located near the northwest corner of Pillow Elementary, at the cross streets of Crosscreek Drive and Flagstone Drive, in the City of Austin, Travis County, Texas.

Such garden will endeavor to:

1. Provide opportunities for local residents to garden and grow organic and sustainable crops.
2. Promote, educate and disseminate information about safe, sustainable, local food production and organic gardening techniques.
3. Beautify the neighborhood and provide social gathering space and landscaping that incorporates native and adapted, drought tolerant plants.

4. Provide social events to bring together local gardeners and neighbors for events such as potlucks, community workdays, harvest shares and farmers markets to support the garden and create a greater sense of community through our shared love of local organically grown food.
5. Provide opportunities for youth groups to take part in 'hands-on' learning about sustainable food, healthy lifestyles, and nutrition.
6. Help foster a greater sense of community by involving the local neighborhoods and volunteer organizations in creating permanent features of the garden such as common area features and native perennial gardens.
7. Provide workshops and education opportunities for families, individuals and children on a variety of topics including, but not limited to: nutrition, gardening techniques, composting, healthy food preparation and other topics of choice.
8. Give back to the community, and specifically Pillow Elementary, by setting aside a portion of each harvest for the students at Pillow Elementary and by working with the school's food supply manager to create farm-to-table meals for the students.

### SECTION 3. NONPROFIT COMMITTEE

The Committee is an unincorporated nonprofit committee. It shall further exist under the fiscal sponsorship of the Sustainable Food Center, a 501c3 nonprofit corporation based in Austin, Texas, and conduct much of its official business through that entity.

## SECTION 4. DURATION

The period of the Committee's duration is perpetual except that it shall be considered dissolved if there has been no activity, as listed in subsequent SECTIONS below, for a period of one year.

## SECTION 5. LOCATION AND REGISTERED AGENT

The physical location of the Garden is the northwest corner of Pillow Elementary, located at 3205 Crosscreek Drive, Austin TX (see Site Plan, Appendix A). The mailing address for the Committee is PO Box 66443, Austin, TX 78766-0443.

## SECTION 6. PHYSICAL DESCRIPTION OF THE GARDEN

1. The physical boundary of the Garden is approximately 60' x 40' with a fence enclosure.
2. There will be 22 plots total, and have been established as 4'x8' plots that will be leased for one year terms.
3. Three (3) plots shall be set aside for the purpose of realizing the charitable component of the Garden (See Section 2, #8).
4. If any plot goes unrented, and there is no available gardener next on the waiting list, the Board may organize those as Communal Plots to be shared by all Gardeners, or set aside for a later time when they are rented.
5. The Garden shall be surrounded by a 6' tall chain-link fence that will not obscure the view of the Garden except by vines. The fence shall incorporate welcoming signage to include the garden's name, endorsers, and contact information to encourage participation.

6. A communal area with seating shall be located on the northwest corner of the fenced-in enclosure.
7. A locked tool shed and site for soil amendments will be located within the boundaries of the fenced garden area. Appropriate measures will be taken to prevent runoff and sedimentation.
8. Common amenities shall be provided, including running water, mulch and compost, and basic tools for all gardeners to share.

## SECTION 7. MEMBERSHIP AND PLOTS

The Committee members shall have voting rights, privileges, and obligations as outlined below:

1. **Eligibility:** All persons 18 years of age and older are eligible if they sign and abide by the Gardener's Agreement (Appendix B), and the SFC Liability Release Form (Appendix C). They then become personally responsible for one Plot. Persons under 18 must be sponsored by an adult who must co-sign the Gardener's Agreement.
2. Each household is limited to one plot, except in the situation where an individual is reserving a plot for a specified organization and serving as the signatory.
  - a. A limit of four (4) households may care for one plot together. This plot will count as each household's one plot.
3. Plots reserved for an organization must have one main contact and signatory with a maximum of four (4) additional authorized users. A list of authorized users must be provided with the Gardener's Agreement and the main signatory is responsible for securing signed

- release forms and Gardener's Agreements from additional users.
4. Dues are payable annually and must be paid before taking possession of any plot or voting on any Committee matter. Dues will be \$5.00 a year, and will cover one's entire household. Membership starts on the day the dues are paid.
    - a. Note - the Committee will operate on a calendar year beginning January 1 of each year.
  5. Members who either do not abide by the Gardeners Agreement or in other way hamper the operation of the Garden or Committee can have membership revoked by majority vote of the membership at a scheduled and advertised meeting.
  6. Preferences: In the event that applications for membership exceed the number of available plots, preference shall be given to:
    - a. Members of the North Shoal Creek Neighborhood Association
    - b. Renewing members of the Committee
    - c. New members of the Committee
    - d. After this the list will be on a first-come- first-serve basis.
  7. If a plot becomes available, existing gardeners shall first have the option to exchange their plot with the available one, with their original plot then being offered to a new gardener. The Garden Coordinator shall maintain a list of gardeners interested in exchanging their plot and will offer available plots in the order gardeners are on the list.
  8. All members are entitled to one vote on any matter presented to the membership. Though only one household may have one plot, each individual person in

- the household can have a vote.
9. Non-Gardening Memberships will be extended to the President of North Shoal Creek Neighborhood Association allowing the president to place a vote based on the input of their representative neighborhood constituency. Additional Non- Gardening Memberships will be available for \$5.00 a year to consultants, master gardeners and volunteers.
  10. Non-Gardening Members will be allowed one vote on matters presented to the Board and given priority invitations to workshops, classes, events and access to shared communal garden plots.
  11. Any person or household on the waiting list to receive a plot will be considered a Non-Gardening Member, and each member of the household can have a vote.

## SECTION 8. MANAGING BODY OF COMMITTEE

The direction and management of the affairs of the Committee and the control and disposition of its properties and funds shall be vested in a Board and Officers as follows:

1. Number of Board members shall be seven (7). A meeting quorum shall be considered four (4) members.
2. The Board members shall be elected annually at a yearly General Meeting and begin their terms no later than January 15th, such that the new committee would be able to plan for the next spring planting.
3. A General Meeting shall be held in October of each year.
4. All members of the committee in good standing are eligible to be candidates for the Board.
5. All members of the committee in good standing are

eligible to vote for candidates to the Board.

6. Board members may be removed from office by majority vote of members at any General Meeting or Special Meeting.
7. All decisions of the Board shall be by majority vote.
8. The Board Consists of the following Officers:
  - a. Chairperson:
    - Presides over all General Meetings and Board Meetings, and responsible for agendas.
    - Oversees all Committee business between meetings.
    - Represents Committee to government agencies and outside groups.
    - Serves as official signatory for all agreements and transactions including banking, grants and legal documents.
    - Arbitrates disputes or disagreements, decisions of which are binding unless and until altered at the next General Meeting.
    - Develops and oversees the annual budget.
    - Oversees communications to members including website and email.
  - b. Garden Coordinator:
    - Maintains list of Plot assignments and waiting lists.
    - Inspects the Garden periodically to ensure rules from the Gardener's Agreement are being followed



and reports problems or suggestions to the Board.

- Coordinates, organizes, and supervises work days, maintenance, etc.
- Oversees volunteer projects at the Garden.
- Provides orientation and guidance to all new Gardeners/Members, collects signed Gardener's Rules Agreements.
- Maintains list of approved seed vendors, coordinates periodic group purchases of seed, and approves any variances for special plants.
- Advises on companion plantings, permaculture, organic fertilizers, composting, and all general garden questions.
- Coordinates with the Compost Coordinator to provide new gardeners with the resources necessary to effectively develop productive and sustainable organic plots.

c. Treasurer

- Serves as signatory for all bank and funding transactions.
- Responsible for all funds managed by the Committee, including but not limited to all dues, grants, bank accounts, trusts.
- Maintains financial spreadsheet of Committees finances, including all accounts payable, receivable, liabilities, assets, loans, disbursements, etc. in such form and format that any member may review it within one week's notice. Such records must be in a standard format that easily be passed



on to future Treasurers.

- Prepares and presents a financial report to the membership once per year or as directed by the Board.
- Advises the Board of any mandatory disbursements and payments such as taxes, fees, penalties, licenses, financing and recurring costs, etc. and provides for their payment as directed.
- Pays all recurring costs such as Utilities.
- Maintains payment relationship, accounts and records as needed with fiscal sponsor, Sustainable Food Center, which will transact certain business on behalf of the Committee as required.

d. Secretary and Communications Coordinator

- Maintains and suggests amendments to the official bylaws and other documents of the committee.
- Records minutes for all meetings and keeps a record of votes.
- Maintains and updates membership list, Donor and Supporter Lists, Signed Gardner Rules Agreements and other relevant documents and files.
- Maintains and updates the website, listserve, Facebook and other communication channels of the Committee under the direction of the Chair.
- Assists the Marketing and Fundraising Coordinator in developing advertising campaigns to announce garden events, meetings, and workdays.

e. Tool and Compost Coordinator

- Ensures that equipment is properly maintained and updates inventory report annually.
- Creates and maintains the sign-in and sign out forms.
- Labels all tools with the Garden's name.
- Makes recommendations for tool purchases to be funded from the treasury.
- Ensures that compost area is properly maintained.
- Orients new gardeners to the compost procedures.
- Supervises Compost Committee and compost collections.
- Organizes activities on work days for compost maintenance and processing.
- Coordinates pickups and donations of compostable materials from local entities.
- Hosts periodic introductory workshops on composting for the general public.

f. Marketing/Fundraising Coordinator

- Leads the Marketing/Fundraising Committee.
- Develops a Marketing Plan to raise funds for the garden.
- Develops Sponsorship Levels to solicit donations from local businesses with an interest in community involvement.
- Develops fundraising activities in coordination

with events the Garden participates in or hosts.

- Builds and establishes relationships with local businesses, schools, churches, and other community participants and solicits donations for the needs of the Garden.
- Coordinates with the Grant Writing Committee to discuss overlapping funding needs and resources.

g. Education and Volunteer Outreach Coordinator

- Interacts with volunteer groups and service groups that wish to contribute to the Garden or Committee.
- Coordinates educational opportunities with Schools and Youth Groups.
- Arranges for classes or workshops at the Garden.
- Organizes and promotes fundraising events.
- Arranges tours of the garden.
- Interacts with charitable institutions.
- Plans, coordinates, and promotes social events at the Garden.
- Promotes the Garden to local neighborhood groups to keep fallow plots to a minimum.
- Coordinates effort to ensure the Garden's charitable component is met each year.
- Leads the Education Outreach Committee in coordination with the Garden Coordinator
- Leads a committee to develop educational curriculum for members of the Garden and



neighborhood community with programs addressing the interests of adults, children, and families.

- Plans workshops or events with topics such as nutritious eating and cooking, permaculture, composting classes, and new gardening techniques.
  - Arranges for special guests to teach courses in the Garden at the approval of the Garden Coordinator and Garden Chair.
  - Coordinates calendar events with Communication Secretary to avoid overlap, and ensures that the classes are properly advertised to the community.
9. The Board may also create, appoint and subsequently dissolve Special Committees to advise the Board on topics including but not limited to: A. Grant Writing Committee B. Marketing/Advertising Committee C. Site Planning/Budgeting Committee D. Education Outreach Committee.
10. All Special Committees will be under the oversight of a designated Board Member. Special Committees will be required to keep minutes at their meetings, turn them in to their designated Board member, and copy the Secretary/Communications Coordinator.

## SECTION 9. VACANCIES

Vacancies in the Board that occur between General Meetings shall be temporarily filled by appointment by the Board.

These appointments must be either ratified or replaced by a general vote at the next meeting. Until the advent of an election and ratification of these bylaws by the full membership, the Committee shall be governed by a

Provisional Board, with the goal of establishing the framework of the Committee and shepherding the various permit processes until groundbreaking. All of the powers and limitations outlined herein regarding the Board apply equally to the Provisional Board. This Provisional Board shall dissolve upon election of the permanent Board.

## SECTION 10. MEETINGS AND VOTES

The Committee shall have a minimum of 4 General Meetings of the full membership per year, at dates and times to be determined by the Board.

1. Dates, times and location of the General Meetings shall be determined by the Board and publicized through all normal channels used by the Committee including website and email. General meetings must be announced at least 14 days before occurrence. The Board may also schedule Special Meetings to deal with single issues of a time sensitive nature.
2. A quorum shall be necessary for transaction of any Committee business at any regular or special meeting. A quorum shall be defined hereafter as 20% of the current membership, but in no case fewer than 5.
3. The Chair of the Board, or a member designated by the Chair, shall preside over all meetings and shall abide by parliamentary procedure except as waived or modified by the general membership.
4. Each member in good standing is entitled to one vote. A member is a person who has paid their dues, or is part of a household that has paid its dues. If the plot is maintained by a group, any paid member of the group each has his own vote. If the plot is maintained by multiple households, any person part of a household

- that has paid its dues has his own vote.
5. The Committee is also authorized to hold Internet Votes and Surveys which shall be as binding as General Meeting votes provided that a voting interval of one week minimum is provided, and a majority of members casts a vote.

## SECTION 11. FINANCES, EXPENSES & DUES

The Committee, although nonprofit, will incur operating and capital expenses and require funding as outlined below:

1. The Board will prepare or oversee the preparation of a proposed Operating Budget each year, which will be approved by the membership. This budget will consider required capital outlays, maintenance costs, utilities, and any other anticipated expense for the coming year. In addition, this proposed Budget will outline expenditures that are optional, or contingent upon fundraising efforts.
2. General recurring costs, such as utilities and basic operating expenses, are expected to be covered by annual Dues paid by members. Dues are payable PER PLOT, not per member, as each plot will consume a given amount of water and supplies. The amount of Dues for each year will be adjusted annually based on water usage fees and operating expenses. As of January 1st, 2018 fees are set at \$25/year per plot for 4' x 8' plots.
3. Plot dues are non-refundable. If a plot is released, the fee will be considered a donation due the additional administrative resources required to return funds or issue checks.

4. Capital Expenses or other costs not covered by Dues must be approved by the membership along with proposed funding, which may include a Dues surcharge, fundraising events, grants, etc.
5. If the Annual Financial Report indicates a surplus for the year, the membership will vote on either to:
  - a. Roll the amount over to the next year for capital expenses.
  - b. Use the excess to reduce the following year's per plot dues.
  - c. Return the surplus to members.
6. The Committee will be under the nonprofit umbrella of the Sustainable Food Center, and thus many of the bills, including water, are anticipated to be paid via payments to the Sustainable Food Center.

## SECTION 12. USES OF THE COMMON AREA

The Committee will consider applications for use of the common areas of the garden for public or private events, in consideration for certain donations or services provided to the Committee, on a case-by-case basis. Such use must be approved by a vote of the entire membership and allowed by prevailing City regulations

## SECTION 13. LIMITATION ON LIABILITY OF MANAGING BODY

No Board member shall be liable to the Committee or its members for monetary damages for any action or inaction, unless that member engages in intentional misconduct or a knowing violation of the law.



## SECTION 14. POWERS

The Committee and its Board have all implied powers necessary and proper to carry out its express powers.

## SECTION 15. DISSOLUTION

Only the Membership may dissolve the Committee. This Committee may be dissolved by a three-fourths (3/4) vote of the Membership present at a duly called meeting of the Committee at which a quorum is present and the notice for which has been provided at least fourteen (14) days prior to the meeting accompanied by the text of the resolution to dissolve. Notwithstanding this provision, the Committee will be considered dissolved if it is inactive for a period of one year, meaning it has conducted no business, held no meetings, nor engaged in any transactions or communications.

## SECTION 16. GARDEN OPERATION GUIDELINES

(These rules are established by the City of Austin for all Community Gardens that reside on City Owned Property per page 13 of 15 of the Community Garden Information/Permit Packet)

1. The Community Garden Site Coordinator and SUACG Program Coordinator shall not discriminate on the basis of race, creed, color, national or ethnic origin, religion, materials status, age, sect, sexual orientation, or disability, in its community garden membership and the administration of its programs.
2. Smoking shall be prohibited in or within 25' of the

Garden's perimeter.

3. All Garden paths must be kept free of obstructions and weeds.
4. Tires and structures that retain or allow standing water shall be prohibited.
5. Growing or use of illegal substances shall result in immediate expulsion and revocation of Garden registration.
6. A gardener may rent only one plot within the City owned properties of community gardens.
7. Gardeners may not turn over their plot to another person; instead, the plot must be rented out to the next person on the waiting list.
8. Gardeners are required to control pest grasses and weeds and harvest produce in a timely manner. A garden plot is considered abandoned after two weeks without maintenance. If a gardener cannot care for his or her plot for a length of time due to extenuating circumstances, the gardener should contact the Site Coordinator and make arrangements for care and maintenance.
9. Plots must be kept clear of pests and free of disease. If damaging insects or blights are discovered, they **MUST** be reported to the Garden Coordinator immediately. If infestations pose a threat to neighboring plots or the garden in general and organic treatments fail, plants may need to be removed or destroyed.
10. A garden plot left neglected/unattended (un-watered and/or overrun with weeds) for more than two (2) weeks without prior notice or arrangements with the Community Garden Leadership Committee shall be

- considered abandoned. Notices shall be sent out by the Garden Site Coordinator and followed by subsequent communication from the Community Garden Leadership Committee. (First notice sent out on week two, second notice sent week four) The Community Garden Leadership Committee will vote to determine if the plot in question will be forfeited and made available to the next person on the waiting list.
11. Gardeners must remove all of their garbage from the site, and recycle and reuse as much as possible. Recycling services will not be provided to the site by the City.
  12. Gardeners, at the end of their gardening contract, will remove all vegetation, tools, structures and debris from their plot.
  13. Common areas or articles, such as communal plots, sheds, trash receptacles, compost bins, are the shared responsibility of all gardeners. The community garden needs to be maintained in a neat state. Gardeners may not store their personal items in common areas of the garden.
  14. Attendance and participation in community garden work days is mandatory for gardeners and gardening partners as listed on the Gardener's Agreement.
  15. Plant and food sales require approval by the Director of the Department managing the City owned property and shall be for the benefit of the Community Garden only.

## SECTION 17. BYLAWS

These initial Bylaws of the Committee are herein adopted by the undersigned Provisional Board, which may revise or



amend them only until such a time as they are presented and voted upon by the entire membership. Once adopted by the membership, any amendments, changes and additions to the bylaws must be by majority vote of the membership.

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## Appendix B

# Gardener's Agreement

NAME:

PLOT NUMBER:

PHONE:

ADDRESS:

EMAIL:

All Gardeners agree to abide by the following:

1. All Gardeners shall be treated with respect and courtesy. Verbally and physically abusive behavior will not be permitted or tolerated.
2. Gardeners are required to control pest grasses and weeds and harvest produce in a timely manner. A garden plot is considered abandoned after two weeks without maintenance. Extended vacations should be discussed with Garden Coordinator, or arrangements otherwise made for care of plot.
3. As a community garden, the emphasis is on the word community and all Gardeners are expected to assist at work days and contribute to common upkeep, maintenance and improvement.
4. All Gardeners are expected to contribute two hours per month of work on the common grounds, as coordinated by the Garden Coordinator. Multi-hour work days can count toward several months of contributions. Gardeners who share plots with spouses, groups, etc. can assign any member of their party to meet the common work requirement. Examples of common work are:

- a. Membership in the Board or Fundraising Committee
  - b. Compost Committee
  - c. Landscaping and planting in the common areas
  - d. Maintenance, construction and/or painting of structures, raised beds, etc.
  - e. Special projects as needed
- 5. Smoking and chewing tobacco is prohibited. Tobacco carries the mosaic virus which is deadly to some plants.
  - 6. Dogs are not allowed in the garden due to health concerns and must be on leash outside of the garden and in the community area
  - 7. Any Common tools used must be cleaned and returned to storage. If tools are damaged or lost due to neglect, the Gardener shall be responsible for cost of replacement or repair.
  - 8. No Genetically Modified / Genetically Engineered Seed is allowed. Gardeners agree to obtain any seeds for planting from a list of approved sources or obtain permission in writing from the Garden Coordinator.
  - 9. No invasive species may be planted. Please ask if you are uncertain.
  - 10. Gardeners agree to pay annual Dues, for purposes of water and other recurring costs, of \$25 per year for a 4' x 8' plot. This amount may vary year to year, as approved by a vote, but is due before a plot can be cultivated.



11. Gardener's Plot cannot be transferred to another person. All unplanted plots must return to the Committee to be assigned to the next person on the list. However, Gardeners shall be allowed to exchange plots if mutually agreeable.
12. Plots must be kept clear of pests and free of disease. If damaging insects or blights are discovered, they **MUST** be reported to the Garden Coordinator immediately. If infestations pose a threat to neighboring plots or the garden in general and organic treatments fail, plants may need to be removed or destroyed.
13. Trees or tree-like plants that can cast shade are not allowed except in specially designated plots or areas. Tree planting must be approved by Garden Coordinator, after a vote of the Board.
14. Gardener agrees that he shall abide by majority votes of the Committee, and shall endeavor to participate in votes and meetings to the best of his or her abilities. Furthermore, Gardener understands that he represents all parties of his plot in his vote.
15. Gardener agrees to hold harmless the Committee and its officers for any injuries or losses incurred on the site. Gardener understands that there may be bees and other insects as well as tools that may cause injury and accepts these risks. Moreover, the Committee is not responsible for any personal property lost, stolen or damaged on the site unless a specific written agreement to that effect exists.
16. Gardener is personally responsible for any persons, including minors, working on their plot, including any injuries to their person, or injuries or damage done by them to others. Gardener agrees to share all the terms



- of this agreement with anyone working on their plot.
17. Grievances or disputes are to be brought to the Garden Coordinator, and if no resolution is possible, then parties agree to binding arbitration by the Chair of the Committee. City of Austin Property Management Requirements:  
(These rules are established by the City of Austin for all Community Gardens that reside on City Owned Property per page 12 of 15 of the Community Garden Information/Permit Packet)
  18. Watering systems that operate independently from the above ground faucets (e.g., systems on timers) are not permitted. Water restrictions and water conservation measures are to be followed. All hose end systems, such as drip lines and soaker hoses must follow City water ordinances. Gardeners must remain on the property while watering, and keep water from running off their plot.
  19. To build and maintain healthy soil structure, gardeners will use compost, organic fertilizers, mulch and a rotation of plant varieties. Three inches of compost shall be maintained to prevent soil loss and compaction.
  20. All piles of mulch, soil and compost will be contained to prevent runoff and sedimentation.
  21. Gardeners will maintain an effective composting system so garden waste can become usable compost to help maintain soil structure and fertility.
  22. No chemical treatments of herbicides, pesticides, or fungicides and no synthetic fertilizers are allowed.
  23. Common garden supplies acquired for the garden, such as mulch, soil amendments, tools are not to be removed



- from the site.
24. No fuel storage is allowed on site.
  25. The use of chemically treated wood (i.e. wolmanized, or Pressure-Treated wood) is not allowed. These products contain arsenic, hexavalent chromium and other toxic substances, which may leach into the soil.
  26. Garden curfew is between 10 pm to 5 am. Further, per agreement with Pillow Elementary, no person shall access the garden at any time Pillow Elementary students are occupying their grounds.
    - a. Note – Pillow Elementary students tend to occupy the grounds early morning before school and at their recess times. No one in North Shoal Creek can access the grounds during these times, including committee gardeners.
  27. No alcohol, illegal substances, or glass containers are allowed on community garden property.
  28. No driving on the site except to unload gardening items, or for brush pick-up and mulch deliveries, or by city vehicles.
  29. Gardeners may not dig trenches around the perimeter or their plots and should not extend their garden dimensions.
  30. Any structures must be approved by the City.
  31. All lawn areas within the community garden boundaries that are outside of the garden plots are to be kept mowed.
  32. A Community garden is considered abandoned if left

unattended for more than four (4) weeks. Notices shall



be sent to the Garden Site Coordinator and Community Garden Leadership Committee by City landowner department or SUACG Coordinator. (First notice sent out on week four (4), second notice sent week six (6). If abandoned, then the site is subject to having the license agreement terminated, and being decommissioned as a Community Garden.

Failure to abide by these rules may result in revocation of membership and all rights to the Plot. I have read and signed the Sponsored Garden Participant & Volunteer By-Laws and Liability

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Release Form:

The following people are authorized to tend my plot, and I accept it is my responsibility to insure that they abide by all the rules:

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_



## Appendix C

### SPONSORED GARDEN PARTICIPANT & VOLUNTEER LIABILITY RELEASE

In consideration for my participation as a participant or volunteer at a community garden sponsored by Sustainable Food Center (SFC), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that SFC and its insurers, employees, administrators, officers, directors, instructors, volunteers, and associates, shall not be liable for damages, expenses, personal injury or death, which may arise in the future, related to, connected with, or growing out of participation in SFC's programs, regardless of whether such injuries result, in whole or in part, from the negligence or gross negligence of SFC.

I understand and acknowledge that participation as a gardener or volunteer at an SFC- sponsored community garden may involve risk of serious injury, including permanent disability and death.

I understand that while I am participating at an SFC-sponsored community garden, I may have the opportunity or may be called upon to operate gardening tools including but not limited to tractors, chippershredders, push mowers, weed eaters, shovels, picks, and rakes.

I agree that if at any time I feel that any activity in which I am participating is unsafe, I will cease such activity.



I agree that if I feel that I am not fully qualified to use any equipment I will seek further training or will refrain from using such equipment.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge SFC, its insurers, employees, officers, directors, instructors, volunteer instructors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of my participation as a gardener or volunteer at an SFC sponsored community garden.

I expressly agree to indemnify and hold SFC harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT AND INTENDING TO BE LEGALLY BOUND.

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

