

**LAKE OF THE WOODS COMMUNITY CLUB
COMMUNITY GARDEN MEMBER AGREEMENT**

1. To participate in the Lake of the Woods Community Club—Community Garden you must be a member of the Lake of the Woods Community in good standing or a lawful tenant of a house within the Lake of the Woods Community whose owner is a member of the Lake of the Woods Community Club in good standing.
2. The garden area is open daily from dawn to dusk for Garden Members and Volunteers. If a Garden Member brings a guest to help with their garden plot, they are completely responsible for their guest.
3. Completion of this form does not guarantee a plot assignment. This form must be turned in by May 1st.
4. Plot assignment will be on first come first serve basis.
5. Plot sizes are based on size of household. Households with three or less persons will received a 1-row plot. Households with more than three person will receive-2 rows plot.
6. Garden plots should be cared for at least once per week. Weeds will not be allowed to accumulate or take over a garden plot. Gardeners are responsible for treating or removing any diseased and/or insect infested plants promptly. All plots will be inspected by the garden coordinators. Garden members who have plots that have not been planted, are weedy, or do not meet the guidelines will be notified. Failure to respond and to take corrective action within 14 days will result in forfeiture of the plot.
7. Garden members agree to volunteer hours toward community gardening efforts.
8. Garden trash must be removed on a regular basis. Trash bags should be brought to the site and removed by the gardener. There is not trash disposal on site. Keep surrounding area clean of debris and trash.
9. Member will amend their own soil and provide their own plants and seed.
10. Garden Members will conserve the use of water. **Watering will be accomplished by soaker hose.**
11. **Each row should not be watered more than 30 minute per day.** Mulch with leaves or straw to reduce water evaporation. Member will make sure all faucets are off on their rows when you leaving the garden for the night.
12. Be considerate of other gardeners, do not plant sprawling or tall crops that might interfere with others sunlight or space. Tall crops (like corn) may only be planted with permission of those whose plots would be affected by the shading.
13. Any type of support (cages, bamboo, trellises, etc.) are acceptable for climbing plants or plants required support. However, decorative garden items or signage is not permitted.
14. Planting of illegal plants or materials is prohibited.
15. Garden plots are not available to those growing produce for sale. The food is meant for personal consumption.
16. Garden Members may harvest edibles from their garden plots only.

17. Do not touch other gardener's plots unless you speak with them first or have a prior understanding. Even if you think you are helping, it is not always the case.
18. Garden Members are responsible for clearing their plot of all plant material as well as removing and disposing of any stakes, plastics, and garbage from the garden plot by the end of the season (date will be posted).
19. Children under 18 are welcome in the garden but must be accompanied by an adult.
20. Help discourage vandalism and theft by harvesting ripe food.
21. No pets, smoking, alcohol or open fires are allowed within the garden.
22. No structures can be built in the garden without the written approval of the Lake of the Woods Community Club Board of Directors.
23. This agreement must be renewed each year from the date of your plot assignment to maintain current contact information.
24. Lake of the Woods may take photos of gardening activities for marketing purposes, by signing this agreement you authorize Lake of the Woods to use your photo in publicity materials including for use on the World Wide Web.
25. The person signing this agreement is the main caretaker of the plot, and it is not to be assigned to someone else. Garden members may arrange for other garden members to tend their plot, but will remain responsible for that person's sections. If your caretaker is not a Garden Member, you must advise the Garden Coordinators, and a liability release must be signed.
26. Lake of the Woods Community Club reserves the right to add to, delete or otherwise modify the terms of this agreement.
27. To the fullest extent allowed by law, the Garden Member, by signing the Agreement, agrees to waive, discharge, hold harmless, and release from any and all liability for personal injuries (including death) and damages, The Lake of the Woods Community Club, and their officers, directors, employees and volunteers, resulting from the use of, or visitation to, the garden. The Garden Member understands and intends that this assumption of risk and release is binding upon the heirs, executors, administrators and assigns, and includes any minors accompanying the garden members to the garden.