



## DUMFRIES, VIRGINIA

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# **GINN PARK COMMUNITY GARDEN COMMITMENT AGREEMENT**

**Town of Dumfries – Ginn Memorial Park 3876 Graham Park Road, Dumfries, VA 22026**

**Phone (703) 221-3400; Email: [ParksandRec@dumfriesva.gov](mailto:ParksandRec@dumfriesva.gov)**

## **Introduction**

The Parks and Recreation Commission, in conjunction with Town Staff, is the governing authority at the Ginn Park Community Garden (hereinafter the "Garden"). Failure to follow any rules, terms, and conditions is cause for exclusion from the garden and loss of your plot.

## **Rules, Terms, and Conditions for Participation**

If accepted as a gardener, I promise that I will abide by the following rules, terms, and conditions:

1. I will use this garden at the sole discretion of The Town of Dumfries (hereinafter the "Town"). I understand that the garden and my garden plot are the property of the Town and agree to abide by its policies and practices.
2. Once I have been assigned a plot, I must cultivate and plant it within two weeks. I will garden year round and I agree that my plot will not be left uncultivated, unplanted, or unused for a period of three weeks or longer, more than one time a year.
3. My plot is marked and is approximately 4 x 8 feet. I will not expand my plot beyond this measurement or into paths or other plots. I will keep all my plants within the limits of my garden plot and will not allow any plants to grow more than six feet high. I must keep my plot free of weeds, pests and diseases.
4. I will keep my plot, paths, and surrounding areas clean and neat. I acknowledge that I am responsible for the removal of all dead plants, leaves, and other green waste plant parts from the garden/park. Anything I bring from my home I will take back home.
5. I will not bring household trash and leave it at the Garden.

6. Assignment of garden plots will be awarded on a first come, first serve basis. Preference for next year's plots will be given to this year's participants. If I now have more than one plot, I will relinquish my additional plots by the end of this gardening year (December 31).
7. I will not plant any illegal plant. I will not smoke, drink alcoholic beverages, use illegal drugs, or gamble in the Garden. I will not come to the Garden while under the influence of alcohol or illegal drugs. I will not bring weapons or pets or other animals to the Garden.
8. Guests and visitors, including children, may enter the garden only if accompanied, and they must follow all rules, terms, and conditions stated herein. I am responsible for making sure that they do, and I will supervise my children and guests at all times when they are in the Garden. I am solely responsible for the behavior of my children and guests.
9. I will water my plot according to water-wise guidelines.
10. I agree that mulching will be done with an organic mulch, such as leaf mulch, hardwood mulch, or pine needles, free of chemical treatments or dyes. Inorganic mulch such as shredded rubber mulch is not allowed.
11. As a gardener, I am responsible for providing my own tools for my gardening activities.
12. I will be responsible for the maintenance and upkeep of my assigned garden plot. Watering, weeding, harvesting, and any other garden related maintenance are all my responsibility. I may arrange for other gardeners to water my plot(s).
13. I will attend any scheduled garden club meetings. If workshops are offered, I will attend at least one on each of the following topics: soil preparation and maintenance, watering the vegetable garden, and pest and disease control.
14. I will not apply any pesticides, herbicides, fungicides or inorganic fertilizers in the garden. The Garden is established as an organic garden. The use of chemical fertilizers, herbicides fungicides and pesticides are prohibited. Refusal to comply with this rule may result in forfeiture of your garden plot.
15. I will not take food or plants from other gardeners' plots. I will not take anything from the garden unless I have an ownership right in the item(s), or I am otherwise permitted.

16. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.
17. I will work to keep the Garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.
18. I forfeit my right to sue the owner of the property, the Town. I hereby release and forever discharge and hold harmless the Town, its elected officials, officers, employees, board members, agents, and their successors and assigns, (hereinafter collectively, "the Town") from any and all liability, claims, and demands, of whatever kind or nature, either in law or equity, which arise or may hereafter arise from my participation in gardening activities. I understand and acknowledge that the execution of this Commitment Agreement discharges the Town from any liability, claim, or demand that I may assert (or my personal representatives, assigns, heirs, or next of kin may assert on my behalf) with respect to any bodily injury, personal injury, illness, death, or property damage which may result from my participation in gardening activities, whether caused by the Town or otherwise. I further understand that Town assumes no responsibility for and are not obligated in any way to provide financial assistance or other assistance, including but not limited to, medical, health, or disability or liability insurance, in the event of injury, illness, or death. I am aware that as a gardener, I am expected to have my own liability and medical insurance, which covers me during my participation in all gardening activities.
19. I agree to indemnify, and hold harmless the Town, its officers and employees from any and all claims and expenses of any nature whatsoever, including the cost of defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered for the Town, its officials and employees as a result of my participating in this program. I further agree to hold harmless and indemnify the Town from any liability for any property damage or personal injury to any third party that may arise from my participation in gardening activities.
20. I recognize that gardening activities may involve dangerous or hazardous activities. I am fully aware that there are inherent risks associated with this type of activity, which risks include, but are not limited to, the possibility of bodily injury, physical disability, physical and mental disease, death, and property damage. I am also aware that it is my responsibility to provide the personal safety equipment such as gloves, safety glasses, work boots, and similar items needed for my personal safety. I understand the Town is not responsible for supervising or guaranteeing the safety of this program or activity, and I acknowledge that I am

