



**'Adopt a Plot'
Grow Your Own Food!
Community Garden
Plots Available at Ginn Memorial Park**

For more info Contact Derrick Wood at ParksAndRec@DumfriesVA.gov; Call 703-221-3400; Visit www.DumfriesVA.gov

**This a community partnership with Dumfries Parks and Recreation
Commission & Virginia Cooperative Extension**

 **Virginia Cooperative Extension**
Virginia Tech • Virginia State University

www.ext.vt.edu

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If you are a person with a disability and desire assistance or accommodation, please notify Virginia Cooperative Extension at 703-792-6285/TDD PC 1-800-828-1120 during business hours of 8 am and 5pm.



TOWN OF DUMFRIES
PARKS AND RECREATION COMMISSION

PARKS AND RECREATION TOWN OF DUMFRIES

17755 Main Street
Dumfries, Virginia 22026-2386
Tel: 703-221-3400 / Fax: 703-221-3544
www.dumfriesva.gov

Park and Recreation Commission - Community Gardens Application Form

FULL NAME

STREET ADDRESS

CITY ZIP CODE

TELEPHONE NUMBERS: DAY

EVENING

E-MAIL

PLOT SITE

Ginn Other

EMERGENCY CONTACT

I (We) have read the Community Gardening Guidelines and understand that failure to meet the guidelines will result in the loss of gardening privileges. I (We) also understand that Town of Dumfries, Virginia and its agents accept no liability for incidents which occur with this program.

SIGNATURE _____ **DATE** _____

Please send application form to:
Parks and Recreation Commission
17755 Main Street
Dumfries, Virginia 22026
parksandrec@dumfriesva.gov



DUMFRIES, VIRGINIA
Virginia's Oldest Continuously Chartered Town
CHARTERED 1749 INCORPORATED 1961

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GINN PARK COMMUNITY GARDEN COMMITMENT AGREEMENT

Town of Dumfries - Parks and Recreation Commission
17755 Main St, Dumfries, VA 22026
Phone (703) 221-3400; Email: ParksandRec@dumfriesva.gov

Introduction

The Parks and Recreation Commission and the Community Garden Coordinator are the governing authorities at the Ginn Park Community Garden (hereinafter the "Garden"). Breaking any rules, terms, and conditions is cause for exclusion from the garden and loss of your plot.

1. If you are in violation of the rules mentioned herein, you will receive one verbal warning from the Garden Coordinator.
2. If no response or correction has been made, you will receive a written notice two weeks later.
3. If no response or correction has been made with two weeks of the date of the written notice, you will receive a final written notification that you have forfeited your gardening privileges and plot.
4. You will be allowed to reapply for another garden plot after one year at the discretion of the Parks and Recreation Commission and the Garden Coordinator.

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. I understand that the garden and my garden plot are the property of the Town of Dumfries and agree to abide by its policies and practices.

2. Once I have been assigned a plot, I will cultivate and plant it within two weeks. I will garden year round. I agree that my plot will not be left fallow 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 will completely separate my trash into three groups: 1) dead plants, leaves, and other green waste plant parts; 2) rocks, stones, and asphalt; and 3) paper, plastic, cardboard, wood, metal, etc. I will only put trash in the areas specifically designated for each type. 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 served 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 I accompany them, 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. The garden coordinator will assign general garden maintenance tasks each month, and I must complete the tasks before the end of the month that I receive the assignment(s).
10. I will water my plot according to water-wise guidelines.
11. 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.
12. As a gardener I am responsible for the tools that I bring to the Garden and the tools that I borrow. I will keep the Garden gate closed and storage bin locked at all times and I will return all borrowed tools.

13. Each gardener is responsible for the maintenance and upkeep of their garden plot. Watering, weeding, harvesting and any other garden related maintenance are all the responsibility of the gardener. Gardeners may arrange for other gardeners to water their plots.

14. I will attend the regular 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.

15. 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.

16. 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.

17. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.

18. 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.

19. I forfeit my right to sue the owner of the property, the Town of Dumfries. I hereby release and forever discharge and hold harmless the Town of Dumfries, 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.

20. 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.

21. 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 responsible for my own safety. I hereby expressly and specifically assume the risk of injury or harm in these situations and release and discharge the Town from and waive any and all liability for any injury, illness, death, or property damage resulting from my participation in gardening activities.

22. I hereby grant to the Town of Dumfries any and all rights, title, and interest in any and all photographic images and/or video or audio recordings of me made by the Town during my participation in gardening activities, including, but not limited to, royalties, proceeds, or other benefits that may be derived from such photographs or recordings.

23. I understand this is the complete and Commitment Agreement with respect to matters related to my participation in gardening activities, and does not constitute any type of employment relationship between myself and the Town of Dumfries, nor does it create property ownership right in the garden or garden plot. This Commitment Agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia. If any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions hereof, which shall continue to be enforceable.

24. I have read and understand the foregoing and accept these rules, terms, and conditions stated above for the participation in the Ginn Park Community Garden.

Signed: _____ Date: _____
Gardener