



Berkeley Heights Learning Community Garden

Application Agreement and Operating Rules for 2018-2019

Berkeley Heights Environmental Commission
Berkeley Heights Township
www.berkeleyheightstwpnj.gov

**Applications must be received on
or before: November 10, 2018**

Name of Primary Gardener (Please Print)

Address

Cell/Home Phone Number

Email Address

Please submit this completed application by mail, in person to:
Berkeley Heights Recreation Department, Township of Berkeley
Heights Municipal Building, 29 Park Avenue, Berkeley Heights,
NJ 07922.

Payment is due upon notification of acceptance.
Make payment to *Berkeley Heights Environmental
Commission*

Garden Plot Fee (Annual)	\$65*
Security Deposit	\$50

Amount Due: \$115

*\$60 of the Garden Plot Fee will go towards water supply and maintenance needs of the garden. \$5 will go towards a contingency fund for unanticipated costs. The \$50 security deposit will be refunded once the plot is cleared at the conclusion of the growing season and a minimum of 8 volunteer hours are completed (by November 1, 2019).

Application Agreement

Any resident of the State of New Jersey may apply for a plot at the Berkeley Heights Learning Community Garden (**BHLCG**), located at the Littel-Lord Farmstead, 31 Horseshoe Road, Berkeley Heights, NJ 07922. The Community Garden Committee (**Committee**) consists of two (2) representatives from the Environmental Commission and one (1) Berkeley Heights resident. The Committee will be expanded to include three (3) new members, with a maximum of eight (8) members, once applications for the 2018-19 year have been received and candidates have been identified.

The undersigned applicants understand the purpose of the BHLCG is to:

- Provide a place for people of all ages to experience the rewards of gardening;
- Promote organic farming methods and sustainable living;
- Foster community pride and unity; and

- Encourage environmental stewardship and awareness.

Each person wishing to participate in the BHLCG shall be known as an “**Applicant**” or “**Gardener**”.

By signing this Application Agreement, each of the below-listed Gardeners agree that in consideration of the Commission’s granting them the opportunity to participate in the BHLCG, they shall accept and abide by the BHLCG’s operating rules (**Rules**) included hereto as **Attachment A** throughout the term of their membership in the BHLCG. For the avoidance of doubt, the Rules shall be incorporated into and be considered part of this Application Agreement. The Rules for the BHLCG shall be unilaterally made, amended, and enforced by the Committee.

This Application Agreement shall terminate and have no further force and effect on that date that is one (1) year from the date first set forth above. Those Gardeners wishing to participate in the BHLCG during

the immediately consecutive year shall complete and submit a new Application Agreement before the date first set forth above.

The BHL CG will consist of about thirty (30) raised-bed plots (each, a **Plot**), each measuring 4 feet by 12 feet in size. The BHL CG will operate as an organic garden and will be surrounded by a 7 to 8 foot-high deer fence. If there are more Gardener applicants in a given year than there are Plots available that year, the Plots will be assigned via a lottery system. There is a limitation of one Plot per household, unless there are fewer Gardeners in a given year than there are Plots available. The Committee shall annually reserve one Plot, which a Committee-designated appointee shall maintain, the food proceeds from which shall be donated to one or more charities of the Committee's choosing.

No Gardener may assign or transfer their Plot. If for any reason a Gardener can no longer participate in the BHL CG, the Gardener shall notify the Commission as soon as possible. The Commission shall have sole discretion to determine whether to assign such Gardener's Plot to another Applicant or current Gardener for the balance of the applicable year. The undersigned Gardener hereby recognizes and acknowledges that using the BHL CG is a privilege. In

consideration thereof, the undersigned Gardener and any guest, employee, contractor, or other person whom such Gardener grants permission to access or work in the BHL CG hereby releases and forever discharges the Commission, the Township of Berkeley Heights, and each of their respective members, spouses, heirs, executors, legal representatives, agents, employees, representatives, and assigns (collectively, the **BH Group**) from all manner of legal actions, causes of actions, claims, and demands for damages, including, but not limited to, loss or injury to person or property arising out of or in connection with the BHL CG.

The undersigned Gardener further agrees to defend, indemnify, and hold harmless the BH Group from any and all claims, actions, liabilities, losses, damages, or lawsuits arising out of or in connection with the BHL CG. The undersigned Gardener further agrees to pay all reasonable attorneys' fees, costs, and expenses necessary that the BH Group incurs to enforce this Application Agreement.

IN WITNESS WHEREOF, the undersigned has entered into this Application Agreement and agrees to be legally bound as of the date first set forth above.

Signature of Primary Gardener

Additional Gardeners of same household:

Name of Additional Gardener (Please Print) Signature

BHLCG Operating Rules

I. General Garden Operation

1. Primary Gardeners must be at least 21 years old.
2. Additional Gardeners of the same household must be at least 13 years old to work in the Garden unsupervised. All gardeners over the age of 17 who will have access to the garden must sign the Application Agreement.
3. Garden operating hours are from dawn to dusk, 7 days a week. The BHLCG must remain locked when Gardeners are not present. It is the responsibility of each Gardener to ensure the gate is locked upon exiting the BHLCG. Gardeners will receive the lock combination once they have paid in full their annual membership fee.
4. The BHLCG's gate lock combination must be kept confidential and only shared with those whose names are listed on the Application Agreement. A violation of this provision is grounds for immediate termination of the Gardener's BHLCG's membership, in the Committee's sole discretion.
5. Any water spigots a Gardener (or their agent) turns on while at the BHLCG must be turned off before such Gardener or their agent leaves the BHLCG.
6. If a Gardener, or their guest or agent, uses a hose, then such Gardener shall be responsible for ensuring that such hose is returned to the spigot post where it belongs, and coiled.
7. Shared tools and equipment may not be removed from the BHLCG, and must be properly cleaned and stored in the shed after use. Items a Gardener brings from home are that Gardener's responsibility and should not be left in common areas of the BHLCG, including the shed.
8. Parking: Gardeners may park on the road next to the property or in the driveway next to the museum except when the museum is open, which is usually on the third Sunday of the month from 2 to 4 pm, from April to October.

II. Time Commitments

9. All Gardeners who are awarded a Plot during a given year are required to attend an informational meeting, the date of which the Committee shall select and determine in its sole discretion. If a Gardener cannot attend

such meeting, they must promptly notify the Committee, in advance of this meeting.

10. Gardeners for the 2018-19 year must commit to donate 4 hours of their time assisting with constructing the BHLCG.
11. Gardeners must commit a minimum of 4 hours of volunteer time on common area maintenance for the BHLCG during their Plot term, on dates and at times to be determined by the Committee. Common-area maintenance includes, but is not limited to: weeding, maintaining compost, mowing lawn, and spreading wood chips.

III. Gardening Techniques

12. All Gardeners participating in the BHLCG must follow organic gardening techniques. Non-organic fertilizers (such as Miracle Grow) and pesticides may not be used unless under extraordinary circumstances and only with receipt of Committee approval. The Committee will provide a list of acceptable, pesticides, fertilizers, and **mulch** in the binder to be stored on-site (On-Site Binder) the BHLCG. Any items not listed will require separate Committee approval.
13. A Gardener must plant/use their Plot on or before May 30, 2019. Failure to comply with this provision shall result in such Gardener's forfeiture of such Plot during the applicable year, at the Committee's discretion.
14. Gardeners are responsible for keeping their respective Plots neat by harvesting ripe crops, staking and tying up plants that are growing beyond their bed, and removing weeds and/or fallen crops in and around their bed.
15. Wood chips may not be used as mulch in the Plots. Mulching with hay or straw is permitted.
16. Should a Gardener be unable to tend to their plot due to illness or vacation, they must contact the Committee in order to make appropriate arrangements regarding their Plot.
17. Invasive or illegal plants are not allowed. A list of prohibited plants will be included in the On-Site Binder. The growth or use of illegal substances is strictly prohibited and will result in the Gardener's immediate expulsion from the BHLCG and revocation of their Plot.
18. Temporary plant supports that are no higher than 5 feet are permitted, e.g. tomato cages and

trellises. The Committee must approve all other structures.

19. Plots must be completely cleared out and raked at the end of the gardening season (November 1st). Gardeners must remove all plant debris, weeds, plastic plant tags, and other objects from their Plot on or before such date.
20. A Gardener must notify the Committee in writing if they are unable to maintain their Plot. The application fee will not be refunded.

IV. Plant Diseases and Pests

21. Gardeners must immediately report diseases and pests to the Committee. The Committee will provide a fact sheet on identification and treatment of disease to be included in the On-Site Binder. In certain cases, the Committee will provide instructions to treat and/or remove of plants for pest and disease control. Each Gardener shall be responsible for immediately treating plant diseases and pests, whether or not they receive from the Committee such instructions for treatment.
22. Infected plants may not be composted and must be disposed of off-site.

V. Composting and Waste Disposal

23. Composting discarded plants is encouraged to recycle nutrients. The Committee will provide compost containers.
24. When composting, do not compost diseased plants, tomato fruits, weeds with seeds, straw, or hay.
25. When composting, shred discarded plants into 3-inch pieces.
26. All non-compostable waste must be taken offsite. THERE IS NO WASTE DISPOSAL SERVICE AT THE BHLCCG. Each Gardener shall be responsible for disposing of his or her waste in such manner.

VI. Good Garden Etiquette

27. Fostering community pride and unity is one of the goals of the BHLCCG. All Gardeners must maintain good conduct and civil behavior at all times.
28. No Gardener shall water, touch, or take items from another Gardener's Plot, unless given explicit permission to do so from such other Gardener or from the Committee.
29. Gardeners must refrain from verbally or physically abusive behavior.

30. The use of amplified devices and noise is prohibited.
31. Children under the age of 13 must be supervised by an adult Gardener at all times.
32. Children are not allowed to engage in roughhousing or other behavior that would disturb other Gardeners.
33. Gardeners who are parents or guardians are solely responsible for supervising their children and any children visiting BHLCCG as their guest(s). Such Gardeners shall also be responsible for teaching these children the safe use of tools, gardening methods, and garden etiquette.
34. Smoking in and around the BHLCCG is strictly prohibited. No exceptions.
35. Service animals are the only animals permitted in the BHLCCG.
36. Grievances: Gardeners should first try to resolve any grievances with fellow Gardeners amongst themselves. If a Gardener is unable to resolve a grievance with a fellow Gardener, he/she may ask the Committee to assist in achieving a resolution.

VII. Compliance

A Gardener's failure to comply with these Rules (1) may result in forfeiture of that Gardener's Plot, Plot Fee, and Security Deposit and (2) shall preclude such Gardener from being eligible for a Plot in future garden seasons.

VIII. Amendments

The Committee may update, revise, edit, delete, amend, and supplement one or more of these Rules at any time, at the Committee's sole discretion.