

Marshall Community Garden Contract

The following information and agreement is provided for persons interested in renting a garden plot at the **Marshall Community Garden**. The gardens are sponsored by the Marshall Parks and Recreation Department and open to all Marshall, WI residents.

Gardeners Name: _____ Phone Number: _____

Address: _____ Email: _____

Plot #: _____

Rules, Terms, and Conditions for Participation

1. Cost for the use of this Garden is \$20 per plot. We encourage you to plan a “row for hunger” and donate some of you produce to a local food pantry or family in need.
2. 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 6 feet high. I will keep my plot free of weeds, pests and diseases. Temporary fences to protect plants from animals may not exceed 2’ high.
3. I will keep my plot, paths and surrounding areas clean. I will completely remove all trash and anything brought from home I will take back. I will not bring household trash and leave it at the Marshall Community Gardens.
4. Plants must be annuals – no perennials may be carried over year to year.
5. I will not plant any illegal plant. I will not smoke, drink alcoholic beverages or use illegal drugs at the Marshall Community Gardens. I will not bring pets or other animals to the gardens.
6. I am solely responsible for the behavior of my guests at the Gardens.
7. I will not apply any pesticides in the garden without the approval of the Garden Manager or Park/Rec. Director.
8. I will not take food or plants from other gardener’s plots, or anything from the garden that is not rightfully mine.
9. 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.
10. I forfeit my right to sue neighboring plot users or the Village of Marshall. Discrepancies will be resolved by the Park/Rec. Director.
11. By signing below I understand that the Village of Marshall or land owner and their representatives may take photographs and/or videos of participants and activities. I agree that the Village of Marshall shall be the owner of and may use such photographs and videos relating to promotion of the village. I relinquish all rights that I may claim in relation to the use of said photographs and videos.
12. The undersigned desires to participate in a recreational activity being offered by the Village of Marshall. The undersigned assumes all responsibility and risks related to or in any way connected with the activity.
13. In consideration of the Village of Marshall, the undersigned does for himself, his heirs, executors, successors and assigns, release, waive, discharge and covenant not to sue the Village of Marshall, its employees, agents, successors and assigns, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation arising out of, on account of, related to, or in any way connected with the undersigned's participation in this activity.

Commitment

I have read the foregoing Waiver of Liability, Hold Harmless Agreement and Photograph/Video waiver. I understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute:

Signed: _____ Date: _____

Accepted by the Village of Marshall by: _____ Date: _____

For reservations or questions: recdirector@marshall-wi.com or 608.655.4017 x215