



Tailholt Community Garden Agreement

The Tailholt Community Garden will provide the following:

- A garden plot to grow produce and/or flowers for harvest by plot holders.
- Access to water for irrigation (plot holders will need to bring their own bucket/hose/tools, see item #28 below).
- Educational programs to assist new gardeners.

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

1. I live in the Town of Severance.
2. I understand there is a \$50.00 deposit for new gardeners. This deposit will be refunded in November of the same year unless I fail to comply with the agreement.
3. I understand there is a \$35.00 fee for the initial plot with each additional plot being \$25.00 due March 31st.
4. All new applicants can apply for one garden plot. If a gardener maintains a plot for the year and ends the season in good standing, that gardener will have priority in reusing the same plot the following year, and may apply for an additional plot.
5. I will plant something in my garden plot by May 31 (or if approved for a plot after May 31, within two weeks of the approval) and I will maintain my plot through November 1.
6. I will maintain a weed-free three-foot walkway around all sides of my plot, including the outer edge.
7. I will not leave my plot unmaintained for any period of time exceeding seven days without making arrangements for its care.
8. If I must abandon my plot for any reason, I will notify the Town of Severance.
9. Maintenance of my garden plot is my sole responsibility. I will water as needed, remove weeds promptly, control disease or insect infestations, properly remove contaminated plants, and harvest produce in a timely manner. I will only plant seeds from flowering plants in my plot if I can distinguish the plants from weeds.
10. I understand that the application of herbicides (weed killers) to any garden plot is prohibited.
11. I understand that it is my responsibility to maintain plants within the limits of my plot and to keep vegetation less than six feet in height, so as not to shade neighboring plots.
12. I will not grow illegal plants or Cannabis in the garden.
13. I will keep trash and litter cleaned from the plot, as well as from adjacent pathways and fences.
14. I will place diseased and insect-infested plants in plastic bags and remove them from the site.
15. I will turn off the water at designated locations after use. I will not drag hoses through other gardener's plots. I will roll up any hoses left after use.
16. I will harvest only my own crops unless given permission to harvest from another plot by another plot user.
17. By November 1, I will clear my plot of all plant material, leaving the plot as found in the spring.
18. I will be respectful of other gardeners. I will not enter others' plots, will not water others' plots, and will not borrow or remove anything from the plots of other gardeners.
19. I will not bring pets to the garden, even if leashed.

20. I understand that children of all ages are welcome but must be supervised by a parent or guardian at all times.
21. I understand that I may bring guests to the garden. Guests are also subject to all rules, terms, and conditions stated here. Gardeners are solely responsible for the behavior of their guests.
22. I understand that gardeners are not permitted to smoke (regardless of substance), drink alcoholic beverages, use illegal drugs, gamble, or engage in any other unlawful behavior at the garden site.
23. I will not sell my produce on the premises unless through an organized event authorized by the Town.
24. I agree to park in the south parking lot of Town Hall or where specifically permitted along Timber Ridge Parkway.
25. If I change my address (home or email) or other contact information, it is my responsibility to inform the Town of Severance at:
communitygardens@townofseverance.org
26. Water will be provided by the Town, but please be aware that there could be interruptions in the flow of water. Be prepared to haul your own water in the event of an interruption of flow from the spigots. Also be aware that some events, such as damage to the pump, might cause these events to last for an extended period of time.
27. I understand that, as a participant in the Tailholt Community garden, I am a guest on the property and that my privileges may be revoked in the event that I fail to comply with the terms of the Community Garden Agreement. The following procedure will be initiated in the event of failure to comply with the terms of this Agreement (e.g., lack of weeding):
 - a. The Town of Severance will issue a warning email.
 - b. If no response or correction has been made within seven days of the written email, the Town of Severance will issue a final warning email.
 - c. If no response or correction has been made within five days of the written notice, the Town of Severance will issue a final written notification via email indicating that gardening privileges and the plot have been forfeited.
 - d. Renewal of the existing plot(s) or eligibility for an additional plot for good standing gardeners will be at the sole discretion of the Town of Severance staff.
28. ADVISEMENT OF RISK, RELEASE OF LIABILITY, AND AGREEMENT TO INDEMNIFY:
 - a. I understand and willingly accept the inherent risks in gardening, which may include but are not limited to personal and bodily injury, sickness, disease, death, and property loss or damage.
 - b. I understand that the use and misuse of gardening tools may result in injury, and that gardening activities may result in muscle strain and other muscle or soft-tissue injuries, foot problems or foot injury, heat stroke or heat exhaustion, sunburn, other bodily injury, sunburn, soil-borne or insect-borne diseases, and food-borne diseases contracted through gardening or consuming undercooked food.
 - c. I understand, acknowledge, and agree that I am solely responsible for my actions and conduct, and the actions and conduct of my guests, while in the Tailholt Community Garden.
 - d. I hereby assume all risks and further waive, exempt, and release the Town of Severance and its officers, employees, agents, and anyone acting on the Town's behalf from any liability to me or my guests for losses, damages, or costs incurred as a result of my or my guests' participation in, or entry onto the

premises of, the Tailholt Community Garden and I waive and release the aforementioned parties from any claims that I may have, whether based on tort, contract or otherwise, resulting therefrom.

- e. I further agree to indemnify, hold harmless, and defend the Town of Severance and its officers, employees, agents, and anyone acting on the Town's behalf for any and all claims, demands, or actions resulting from injuries, damages, or losses arising out of, connected with, or in any way associated with my participation in the Tailholt Community Garden, whether or not caused by the act, omission, negligence, or fault of the Town of Severance, or its officers, employees, agents, or anyone acting on the Town's behalf.
- f. Finally, I understand and acknowledge that the Town of Severance and its officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., as amended, or that otherwise available to the Town of Severance, its officers or employees.

I have read and fully understand the above and I accept the rules, terms, conditions, and agreements stated above for participation in the Tailholt Community Garden.

Signature: _____ Date: _____

Print Name: _____