



Date submitted:

Community Garden Application and Covenant 2024

Prince of Peace Lutheran Church

101 South Lebanon Road Loveland, Ohio 45140 (513) 683 4244

Questions? Contact Sheryl Melvin @ 513-504-5060
or sherylmelvin@hotmail.com

Name of family's lead gardener :

Names of those who will be in and their ages:

Address:

Email:

Phone for text messages:

Gardening experience:

Expectations:

- A. This garden will be a straw bale garden. In 2024, all vegetables, herbs, fruits and flowers will be sown directly in straw bales provided by the Garden Team, and with the exception of plants sown in the raised beds, which will be maintained by the Garden Team. All members are expected to help with the placement or conditioning of the bales.
- B. Each member will attend **one** workshop to learn about straw bale gardening. (Dates of workshop will be determined and communicated by January 31, 2024.)
- C. There will be no tilling in 2024, and we will strive to keep the surrounding grass alive and trimmed.
- D. Donations are welcomed but not required. (The approximate cost for five bales, fertilizer, water, transportation, and infrastructure expenses is \$50, payable to Prince of Peace Lutheran Church.) In lieu of monetary donations, help with mowing, trimming, watering, harvesting, bale conditioning, or delivering produce to the LIFE Food Pantry is appreciated.

As a member, I will:

1. Keep my garden area tidy, free of weeds and trash.
2. Provide my own seeds or plants. (No invasive or illegal species may be grown in the PoP garden. No marijuana will be grown on church property.)
3. Provide any gloves or hand tools I will use.
4. Help keep common areas tidy.
5. Assist with common chores.
6. Notify a manager if I am going to be unavailable to work in the garden for 10 days or longer.
7. Leave my neighbors' gardens alone unless they have specifically asked for my help.
8. Compost plant waste in the areas provided.
9. Make certain the hose is turned off when I finish watering.
10. Donate at least 10% of my harvest to the L.I.F.E. food pantry. (No produce raised in this garden may be sold. The assumption of the harvest team will be that all produce is for the LIFE food pantry unless so signaled by a yellow or red stick in a gardener's bales. This will be discussed in the workshop. You will have first rights to everything grown in your bales.)
11. Refrain from all pesticide or insecticide use unless cleared by a garden manager.
12. Ask for help when I need it.
13. Leave my pets at home.
14. Ensure my children/grandchildren are welcomed, supervised and well-behaved in the garden.

15. Clean up my garden area at the end of the growing season. Final date to be determined by the Garden Team.
16. I will work to keep the garden a secure and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.

Rules Infractions

- i. Verbal warning from a Garden Team member
- ii. Private discussion with two Garden Team members and written notice provided.
- iii. Forfeiture of garden use for remainder of season and/or the following season, at the discretion of the Garden Team.

LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

2.1 Awareness of Risk. You understand that participating in the Garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other gardeners, the Licensee, or the owner of the property on which the Garden is located (referred to as “**Landowner**”). The risk could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.

Marie Ramos 2.2 Assumption of Risk and Waiver and Release of Claims. In exchange for your right to participate in the Garden, you agree to take on the risk of harm even if the potential harm is caused by someone else (In legal terms, you agree to “**assume the risk**”). You also agree to give up (“**waive**”) any right you may have to sue or otherwise attempt to collect money from the Landowner, Licensee, Garden Manager, their board members, employees, volunteers, or anyone acting on their behalf (referred to altogether as “**Released Parties**”) for any losses or damages resulting from death, injury, or personal property damage to you, anyone else, or any personal property, that occurs while you or your guests are in the Garden. (In legal terms, you “**waive and release all claims**” against the Released Parties). You understand that the Licensee would not permit you to participate in the Garden without your agreeing to these waivers and releases.

2.3 Medical Care Waiver. You give up any right to sue or otherwise attempt to collect money from (“**waive and release any claim from**”) the Release Parties arising out of any first aid, treatment, or medical services, including the lack of such or timing of such, given in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers’ compensation, or any other benefits maintained by Licensee.

I agree to all terms and conditions for participating in the 2024 Prince of Peace Community Garden.

Signed and Dated: _____