



Community Garden Rules and Regulations 2022-2023

All gardeners should attend an annual garden workday when offered.

- Upon request, Gardeners may be given a master list of all gardener names, e-mails, and garden bed #'s for exchanging plants, seeds, educational information, etc.
- The month of September will be used for garden maintenance and to prepare for the **upcoming season from October 2022 – May 2023**.
- Gardeners must begin actively gardening plot within 21 days of assignment. Exceptions may be made at the discretion of the garden manager and/or Recreation Supervisor. Garden Plots **cannot be left to fallow** or be unused for **three weeks** or longer. You will be contacted if your bed looks as if it is unattended and you will be given one week to tend to your bed. If you do not get your bed cleaned within your week notice you will forfeit your plot and it will go to the next gardener on the waitlist.
- Ripe produce must be picked **regularly**. Rotting fruit on the vine or in the dirt attracts insects, bugs, and rats that are destructive to your garden bed and to those around you.
- Garden Plots **must** be kept free of weeds, pests, and disease.
- All plants must be kept within the limits of your plot.
- Plants cannot exceed 8 feet tall.
- **No** varieties of **trees** or **palms** can grow in the garden.
- **All** gardeners will keep **walking paths** and surrounding areas clean, neat, and **weed free**. Trash shall be placed in the designated areas. Anything you bring from home you must take back with you.
- **Weeds** shall be disposed of in the **garbage bins** on either side of the garden.
- No outside or household trash will be allowed to be left at the community garden or recreation center.
- Guests (including children) may enter the garden only if they are accompanied by a registered plot gardener. Children must be supervised always and registered gardeners are responsible for the behavior of their guests.
- I agree to dedicate 5 hours of volunteer time to the overall maintenance of the garden.
- It is strictly **prohibited** to take food or plants from other garden plots. Doing so will result in immediate removal from the garden and no refund will be given.
- Respect all gardeners and their guests. Abusive, profane, or discriminatory language or actions will not be tolerated.
- “Renting out” or “leasing” any part of you plot is prohibited. Anyone helping with your plot must sign the Gardener’s Agreement.
- **Unattended** watering is not allowed. All spigots must be turned off when you leave the garden.
- When exiting the garden, **you must lock** the gate with the combination lock.
- **You** must keep the staff at your facility aware of any changes to your contact information. This includes your **address, phone number** and **e-mail**.



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- 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.
- **All Gardeners must clear their garden beds by June 1st.**
- **All Gardeners who wish to keep growing during the summer must have this approved by staff prior to June 1st.**
- **Solarization for those who have not requested summer extension cannot be removed until September 1st.**

How do I solarize my bed and why do I need to do it?

The process of solarization uses the heat of the sun’s rays to literally cook plants, weeds, weed seeds, nematodes, insects, soil pathogens (the fungi, bacteria, etc. that cause disease in plants) in the uppermost layers of the soil. It also makes nutrients available for to plants grown later in the solarized soil.

The process of solarizing my garden bed...

1. Pull all remaining plants and weeds from your garden bed.
2. Saturate the soil one or two feet with water.
3. Cover the soil with 2 to 4-millimeter CLEAR plastic sheeting with a UV inhibitor. Spread the plastic so it is in a direct contact with the soil surface and leave as little air space as possible.
4. Plastic must be heavy enough to withstand Florida’s summer storms.

***Charlotte County Community Services reserves the right to terminate you plot agreement at any time.**

Release for Participation

I understand and expressly agree that my use of Charlotte County recreational facilities, including, but not limited to pools, gyms, and fitness centers as well as participation in exercise and recreational programs involves the risk of injury to me whether caused by me or not. I understand that these risks are inherent in physical activity and my use of the facilities, and can range from minor injuries to major injuries, including death. In consideration of my participation in the activities and my use of exercise equipment, I understand and voluntarily accept full responsibility for the risk of injury or loss arising out of or related to my use of the recreational and exercise equipment or other recreational and exercise programs at Charlotte County facilities. I further agree that Charlotte County, a political subdivision of the State of Florida (hereinafter "Charlotte County"), its representatives, successors, or assigns, employees, will not be liable for any injury including, without limitation, personal, bodily, or mental injury, disability, death, economic loss or any damage to me, my spouse or domestic partner, guests, unborn child, heirs, or relatives resulting from the negligent conduct or omission of Charlotte County, or anyone acting on its behalf, whether related to recreation and exercise or not. Accordingly, to the fullest extent permitted by law, I do hereby forever release, waive and discharge Charlotte County from any and all claims, demands, injuries, damages, actions or causes of action related to my use of the fitness center facility (collectively, "Claims") against Charlotte County or anyone acting on their behalf, and hereby agree to defend, indemnify and hold harmless Charlotte County from and against any such Claims. I further understand and acknowledge that Charlotte County did not manufacture fitness or other equipment or products available in its facilities and therefore Charlotte County will not be held liable for any defective equipment or products.

I understand my release of liability, assumption of risk and agreement to indemnify, defend and hold harmless and I have been given the opportunity to review and ask questions related to my use of the facilities, as well as my participation in any available recreational and exercise programs. I agree to comply with Charlotte County’s rules and regulations that may be communicated to me from time to time, whether in writing, electronically, through signage or verbally. Charlotte County may, in its sole discretion, modify any policy or rule at any time and from time to time without advance notice. Charlotte County reserves the right, in its sole discretion, to terminate my use of the facilities or participation in the programs for violation of any policy or rule. By signing below, I acknowledge and agree to all of the terms contained herein.

Children under the age of 13 are not allowed to use the Fitness Center(s). In exchange for Charlotte County allowing my minor child 13 years or older to use the fitness center, I agree to the Release of Liability and Assumption of Risk clauses in this agreement as set forth in the above paragraph, and I agree to defend and indemnify Charlotte County to the fullest extent permitted by the law for any claim brought by my minor child against Charlotte County. I do hereby grant and give Charlotte County the right to use my or my child(s) photograph or image with or without my or my child's name, both singularly and in conjunction with other persons or objects and presentations, advertising, publicity, and promotion relating thereto. I understand and agree that my minor child that is under the age of 18 whose name(s) is/are must be accompanied by a parent or guardian at all times while in the Fitness Center.

Primary Gardener Signature	Date	Phone #	E-mail
Secondary Gardener Signature	Date	Phone #	E-mail