HADDON HEIGHTS COMMUNITY GARDEN
2020 PLOT APPLICATION

Gardening Season:
March 15, 2020 thru March 14, 2021

Name:______________________________

Address: ___________________________

____

E-mail: ____________________________

Phone: _____________________________

Garden Plot Rate: $25.00 per plot

Multiple plots available this season

Check payable to:
"Borough of Haddon Heights"

Write on memo line:
"Community Garden"

Mail to: Borough of Haddon Heights
625 Station Avenue
Haddon Heights, NJ 08035
Attention: Com. Garden

I/we agree to abide by the HHCG Rules for the 2020 Growing Season. I/we understand that not adhering to these rules may cause my/our gardening privileges to be revoked.

Member Signature: ________________________________ Date: __________________

Supporting Individuals: ________________________________

Desired number of plots: ___
Indicate preferred plot(s) location(s), if any:__________________

* *

For Office Use Only

Paid by: Cash / Check __________

Date: __________________________

WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT
HADDON HEIGHTS COMMUNITY GARDEN (HHCG)

In consideration for being granted permission to work as a gardener at the above-referenced community garden, I the undersigned, hereby agree for myself and my personal representatives, heirs and next of kin:

1. To release, waive and discharge the Borough of Haddon Heights, and it's mayor, council members, departments, committees, boards, officers, agents, employees, representatives, contractors or subcontractors, or their employees (herein referred to collectively as "the Borough") from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in the HHCG, whether caused by the Borough's active or passive negligence or otherwise. I understand that this release extends to claims that I do not know or do not expect to exist at the time of the signing of this release.

2. To protect, hold free and harmless, defend and indemnify the Borough from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in the community garden, whether caused by the Borough's active or passive negligence or otherwise. This indemnity shall include, without limitation, reasonable attorneys', experts' and consultants' fees, investigation costs, and all other reasonable costs incurred by the Borough.

3. To assume full responsibility for and risk of bodily injury or property damage incurred by myself arising either directly or indirectly from participation in the HHCG, from any cause whatsoever, whether caused by the Borough's active or passive negligence or otherwise.

4. That neither Borough nor its mayor, council members, departments, committees, boards, officers, agents or employees shall be liable for any damage to any property owned by me, or my supporting individuals , or for any bodily injury or death to such persons, resulting or arising from the condition of the HHCG or its use by me.

5. Expressly acknowledge that the permission granted hereunder is freely revocable by the Borough and in view of such fact, I expressly assume the risk of making any expenditures in connection with this permission, even if such expenditures are substantial. Without limiting any indemnification obligations of myself or other waivers contained in this permission and as a material part of the consideration for this permission, I fully RELEASE, WAIVE AND DISCHARGE forever any and all claims, demands, rights and causes of action against, and covenants not to sue, the Borough, its mayor, council members, departments, committees, boards, officers, agents or employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim or inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that the Borough exercises its right to revoke or terminate this permission.

6. In the event the granted permission to work as a gardener hereunder is terminated by the Borough, I acknowledge that I will not be a displaced person at the same time this permission is terminated or revoked or expires by its own terms, and I fully RELEASE, WAIVE AND DISCHARGE forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, the Borough, its mayor, council members, departments, committees, boards, officers, agents or employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including without limitation, any and all claims for relocation benefits or assistance form the Borough under federal and state assistance laws.

7. Expressly acknowledge and agree that the permission granted hereunder does not take into account any potential liability of the Borough for any consequential or incidental damages including, but not limited to, an and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind arising out of disruption to my uses hereunder. The Borough would not be willing to give this permission in the absence of a complete waiver of responsibility for consequential or incidental damages due to

the acts or omissions of the Borough or its mayor, council members, departments, committees, boards, officers, agents or employees, contractors or subcontractors (collectively "Agents"), and I expressly assume the risk with respect thereto. Accordingly, without limiting any indemnification obligations for myself or other waivers contained herein and as a material part of the consideration for this permission, I fully RELEASE, WAIVE AND DISCHARGE forever any and all claims, demands, rights, and causes of action against, for consequential and incidental damages (including without limitation, losses arising out of disruption to my uses) and covenants not to sue for such damages, the Borough, its mayor, council members, departments, committees, boards, officers, agents or employees, and all persons acting by, through or under each of them, arising out of my work as a gardener, the permission granted by the Borough, or the uses authorized hereunder, including, without limitation, any interface with uses conducted by me pursuant to this permission, regardless of the cause, and whether or not due to the negligence of the Borough or its Agents, except for the gross negligence or willful misconduct of the Borough or its Agents.

Signature: _____ Date: _____

Gardener Information

Name (print): _____

Address: _____

_____

E-Mail: _____

Telephone: (Day) _____ **(Evening)** _____

Emergency Contact Information:

Name: _____ **(Relationship)** _____

Telephone: (Day) _____ **(Evening)** _____

HADDON HEIGHTS COMMUNITY GARDEN (HHCG) RULES

1. Plot rentals are open to both residents and non-residents.

2. All individuals who will garden on a particular plot must sign the application for that plot. This includes friends and family who will maintain the plot during a member's time away from home. A signature on the application indicates that the signee has read, understands and agrees to abide by the rules below.

3. All gardeners are expected to contribute to the general upkeep of the garden common areas and serve on a garden committee.

4. HHCG Members must be actively working their plot by May 15 to retain rights to their plot.

5. Gardens must be used to grow produce and flowers for personal use only. Commercial use of a garden plot is strictly prohibited.

6. Gardeners are responsible for keeping their plot and the paths surrounding their plot free of weeds and debris and for maintaining their plot within its confines. No plants may encroach on the walkways. No plant material or supporting structure may be more than 6 feet over soil level.

7. Gardeners who fail to maintain their plot or have a consistently weedy or unattended plot will be contacted and given 5 days to clean up the plot. Continued inactivity will be viewed as abandonment of the garden plot and the plot will be forfeited without refund.

8. Organic gardening methods are strongly encouraged. Organic fertilizers and the use of organic disease and pest control measures will ensure that all garden plots can be used for growing edibles in future gardening seasons. Information on organic means of controlling garden problems is available from the community garden committee. The use of chemical pesticides, insecticides and herbicides is strictly prohibited.

9. Gardeners must remove their own trash, including garden debris. Garden plots should be free of litter at all times.

10. Children under 4 years of age are not permitted in the HHCG. Pets are also not permitted in the HHCG.

11. Smoking is prohibited in the HHCG.

12. Listening to radios and/or music is permitted only if earphones are used.

13. Gardeners are expected to be courteous to each other and considerate of neighbors to the HHCG. Gardeners must park on the garden side of the street. Using the neighbors' driveways to turn around is prohibited. 'K' turns are also prohibited as they have caused damage to the neighbors' properties in the past.

14. No gardening equipment, temporary supporting structures, or plastic sheeting are permitted in the HHCG between November 30 and March 15 unless they are supporting winter crops. Failure to abide by this rule may prohibit participation in the next growing season.

15. **Gardening Courtesy and Communication:** One of the main goals in community gardening is to work together in harmony. Please be courteous in all interactions and work together to resolve any disagreements. The HHCG committee is available for guidelines and clarification of the rules and regulations. The committee will check plots regularly to encourage productive use by all participants

16. Gardeners must not leave containers or other objects that retain water in their plot because these items become breeding grounds for mosquitoes.