

# Registration and Plot Sign Up Form

## Winters Community Garden

Read carefully the rules and procedures before signing. Understand that failure to follow the rules may result in termination of this agreement and forfeiture of any payments that have been made.

Payment is due with this form. **Make check or money order payable to: Winters Community Garden**

Gardener(s) must attend workshops / orientation on the garden procedures, safety, composting, organic gardening before working in the garden and receiving the gate combinations/key.

Gardener(s) Names: \_\_\_\_\_  
List all family members that will be gardening

\_\_\_\_\_  
\_\_\_\_\_

Residence Address in Winters: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Other: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Emergency Contact: Name: \_\_\_\_\_ Phone: \_\_\_\_\_

The undersigned, in consideration of participation in the Winters Community Garden, agree to indemnify and hold the City of Winters, and its developers, designers, owners, partners or agencies harmless, and release them from any and all liability for all injury which may be suffered by the above registered persons, and their guests, arising out of, or in any way connected with participation in the garden. I have read and signed the Winters Community Garden Waiver and Liability of Release.

I HAVE READ THE ABOVE APPLICATION AND AGREEMENT AND FULLY UNDERSTAND THAT I (WE – for Families) ASSUME ALL RISKS FOR ANY INJURIES RECEIVED. I have also read the Rules and Procedures and agree to abide by them.

\_\_\_\_\_  
Gardener(s) Signature(s) (Date)

\_\_\_\_\_  
Gardener(s) Signature(s) (Date)

Assigned Plot(s) Number: \_\_\_\_\_ Amount Paid: \_\_\_\_\_ For Year: 2020

Plot Fee: \$40 Select the Community Garden:  Walnut Park  Putah Creek

# WAIVER AND RELEASE OF LIABILITY

Plot Maintenance at the Community Garden

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Zip Code: \_\_\_\_\_

For Participant(s):

I, the undersigned, understand that the Winters Community Garden, sponsored by the City of Winters, involves physical activity. I further understand that accidents can occur during unsupervised gardening activities and that participants can occasionally suffer serious injury and / or death. **I HEREBY ASSUME THESE RISKS OF PARTICIPATING AT THE WINTERS COMMUNITY GARDEN.**

In return for allowing me to participate, I hereby waive, release, and discharge any and all claims for damages of death, personal injury, disability or property damage or vandalism of any kind which may hereafter accrue to me as a result of my participation in this activity. This release is expressly intended to discharge in advance all liability arising out of, or connected in any way, my participation in this activity. **THIS RELEASE WILL APPLY EVEN THOUGH LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF THOSE DISCHARGED INCLUDING THEIR EMPLOYEES, AGENTS AND VOLUNTEERS.**

I further agree to indemnify and hold harmless the entities and person-herein released from any and all claims made by other individuals or entities as a result of any of my actions during my participation in this activity / event.

This Waiver and Liability Release shall apply to me, as well as anyone assisting me in this activity, my family, my heirs, executors, or administrators.

By my signature below, I hereby certify and acknowledge that I have read this document and understand its content. I am aware that it is a full release of liability on behalf of the City of Winters, and sign it on my own free will.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Rules and Procedures for the Winters Community Garden – Rev. Oct. 2017

### **RULES**

1. Garden plots are available for the personal use of Winters residents. Plots may not be used to grow crops for sale. Sharing or trading produce is allowed.
2. Plots are limited to one (1) per house address, and must be used by the gardeners that the plot was assigned to. There will be no absentee gardeners; plots will not be assigned to persons in name only.
3. Invasive plants, poisonous plants, **trees**, bamboo, permanent plantings and illegal plants may not be planted.
4. In consideration of food grown in the garden and of children who visit, gardeners shall not use chemical fertilizers, pesticides, or herbicides. Organic methods will be used.
5. Organic seeds are not required to be used at the garden. Plants or seedlings are not required to be organic to be planted in the garden. GMO seeds or plants are not allowed.
6. Fresh manures are not allowed as it may contain *ecoli*. All manures must be aged for at least 6 months. Manures shall not be infested with ants or other insects. Dog, cats, bird or human manures shall NOT be used.
7. Gardening and watering is restricted to gardener's assigned plot. Gardeners can water other plots if directed by the registered plot owner. Gardeners must be present while watering. Water conservation must be observed while gardening; the use of mulches, soaker hoses and drip irrigation are encouraged to help to conserve water. The use of water timers will be reviewed each year for allowance, so as not to create an absentee garden.
8. Garden plots must be kept clear of weeds and debris at all times throughout the year. Gardeners must be careful not to drag hoses and tools over other plots.
9. Gardeners of poorly maintained plots will be given verbal or written notification. A seven day period from the date of the notice will be given to allow correction of problems. If after 14 days the problem has still not been corrected the garden plot agreement will be terminated and reassigned at the discretion of the Garden Manager.
10. Each plot holder is responsible for maintaining the pathways around their plot and keeping them clear of weeds. Plots shall not be widened to encroach on pathways or common areas.
11. Children must be accompanied by an adult and well supervised while on site for their safety and to prevent damage to anyone's plot. Adults will be responsible for any damage.
12. Pets are not allowed in the garden under any circumstances, with the exception of service dogs. Dog and cat wastes are not to be used as a fertilizer.
13. Gardeners must put away tools when they are finished with them. Turn off water faucets, lock the tool shed, and lock the gates if you are last one to leave.
14. No cars are allowed to drive into the garden. Access may be granted by the Garden Committee during construction or for special events or as needed for deliveries.
15. Gardening hours are dawn to dusk.

16. Gardeners shall advise the Garden Manager of animals in the garden including snakes, raccoons, possums, coyotes or other potentially dangerous animals. No animals shall be buried in the garden.
17. Each gardener agrees to participate as a member of the garden community. This includes assisting in caring for equipment, contributing time toward general maintenance of the common areas, and participating in group workdays. Gardeners are expected to cooperate in respect for all members of the garden and the security of all garden plots. Gardeners will attend at least two (2) meetings per year and contribute two (2) hours per month on the common areas of the garden.
18. Gardeners will not pick produce from other gardener's plots; or prune others' plants or crops. Pruning of all trees, roses, grapes and shrubs in the common areas of the community garden shall be approved by the Garden Committee or pruning sub-committee.
19. Common area plantings are for the use of all gardeners; please pick limited quantities as they are maturing so that all gardeners can sample the crops.
20. All personal items are there at your own risk. Report any thefts in the garden to the Garden Manager.
21. No household furniture may be used in the garden.
22. Loud radios, CD players or other electronic devices must not be heard from over 20 feet away.
23. Items or materials over 50 pounds shall be approved by the Garden Committee before purchase, donation or delivery to the garden.
24. Livestock shall not be kept at the garden (i.e. chickens, goats, cows, rabbits, horses).
25. Common sense and decency will guide other issues on the garden. Gardeners will abide by all rules of the garden. Not following the rules or not participating in work days may lead to loss of the plot.
26. Gardeners must be aware of the heights of plants that they grow and place them in places that will not shade adjacent plots. Plants causing problems for other gardens may be subject to topping by the Garden Manager.
27. Gardeners shall compost the waste from their plots as much as possible. A composting orientation will be required with plot sign up. Compost bins are not allowed in individual plots.
28. Gardeners ending their agreement or leaving the garden shall clear their plot and leave it in an acceptable condition for re-assignment.
29. All persons doing work in the garden MUST sign a waiver form. This includes one time, and short term volunteers, as well as registered gardeners. Forms can be obtained from the Garden Committee or at a location designated in the garden.
30. Revisions to these rules may occur and updates made on a yearly basis at renewal time each year (based on the calendar year).

Contact information for the Walnut Park Community Garden:

Dagoberto Fierros, (530) 794-6708

[Dagoberto.Fierros@cityofwinters.org](mailto:Dagoberto.Fierros@cityofwinters.org)

Diana Tafolla (530) 794-6700

[Diana.Tafolla@cityofwinters.org](mailto:Diana.Tafolla@cityofwinters.org)

City of Winters

318 First Street

Winters CA. 95694

References:

American Community Gardening Association, [www.communitygarden.org](http://www.communitygarden.org)

Sacramento Area Community Garden Coalition, [www.SacCommunityGardens.org](http://www.SacCommunityGardens.org) 916 508-6025

UC Master Gardeners of Yolo County,