

# South Austin Community Garden Plot Agreement 2025

1. I will pay an initial one-time \$25 joining fee, plus \$\_\_\_\_ for every year I am a part of the garden. These are nonrefundable. The treasurer will give notice of fees due annually and these fees are due by January 15th each year.
2. I will begin gardening in my newly assigned plot within 30 days of receiving it, otherwise it will be reassigned to someone else and I will forfeit the garden fees I have paid.
3. I understand that if I am out of Austin for more than 3 months in any given year, I am only eligible to rent half of a plot.
4. I will keep my garden plot free from overgrown weeds, trees, excessive grass, trash, and bags of compost. I will keep the pathways surrounding my plot clear from weeds, trash, grass, vegetation, and personal items. I will only have a maximum of 2 potted plants per plot, all other vegetation must be planted in the ground. If I fail to do these things, I will receive a flag warning.
5. If my garden plot is flagged for non-compliance to gardening rules, I will be notified through phone and email. I will have 15 days from receiving the notice to correct the issue. If not corrected in that time frame, I will lose permanent access to my plot and forfeit all garden fees paid that year. Removal also applies if I receive two flags in a 30 day period, or if I am flagged three times within the same year.
6. I will only practice organic gardening methods. I will not use: sheets of plastic, synthetic and chemical herbicides, pesticides, fungicides, synthetic fertilizers, anything containing biosolids, or treated wood products. I understand this is not an exhaustive list, and If I am unsure about a product, I will ask a coordinator.
7. I will clean the tools and return them to the proper location in the toolshed after use.
8. I will not leave children or guests unattended. I will keep pets on a leash and clean up after them.
9. I will be physically present in the garden while I am watering.
10. I will follow the compost guidelines.
11. I will contribute 12 community work hours a year. I understand that I have the option to pay a fee for up to 6 of the work hours, which can be arranged with the treasurer at a cost of \$20 per hour. I will log my hours online at: <https://www.trackitforward.com/site/sacg>
12. I understand that if I have an ongoing problem adhering to these guidelines, the coordinators have the right to vote on whether I can continue in the garden.
13. I understand that the South Austin Community Garden (SACG) and Sustainable Food Center (SFC) are not responsible for personal injury or property damage incurred by any plot renter or visitor, or for theft, loss, or destruction of any property owned by any gardener.

**SPONSORED GARDEN PARTICIPANT & VOLUNTEER LIABILITY RELEASE**

In consideration for my participation as a participant or volunteer at a community garden sponsored by Sustainable Food Center (SFC), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that SFC and its insurers, employees, administrators, officers, directors, instructors, volunteers, and associates, shall not be liable for damages, expenses, personal injury or death, which may arise in the future, related to, connected with, or growing out of participation in SFC's programs, regardless of whether such injuries result, in whole or in part, from the negligence or gross negligence of SFC.

I understand and acknowledge that participation as a gardener or volunteer at an SFC-sponsored community garden may involve risk of serious injury, including permanent disability and death.

I understand that while I am participating at an SFC-sponsored community garden, I may have the opportunity or may be called upon to operate gardening tools including but not limited to tractors, chipper-shredders, push mowers, weed eaters, shovels, picks, and rakes.

I agree that if at any time I feel that any activity in which I am participating is unsafe, I will cease such activity. I agree that if I feel that I am not fully qualified to use any equipment I will seek further training or will refrain from using such equipment.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge SFC, its insurers, employees, officers, directors, instructors, volunteer instructors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of my participation as a gardener or volunteer at an SFC-sponsored community garden.

I expressly agree to indemnify and hold SFC harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT AND INTENDING TO BE LEGALLY BOUND.

Plot: \_\_\_\_\_

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Signature

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Printed Name

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Date

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