



The Hershey Company ▪ Milton  
Hershey School ▪ Penn State Milton S.  
Hershey Medical Center ▪ Hershey  
Entertainment & Resorts Company ▪  
The M.S. Hershey Foundation

## Community Garden Agreement

### **The Hershey Community Garden will provide the following:**

- ✓ A garden plot to grow produce and/or flowers for harvest by plot holders
- ✓ Access to water for irrigation through a system of hand-held hoses
- ✓ Access to general garden tools such as shovels, rakes, wheelbarrows
- ✓ Compost bins and/or an area for disposal of garden waste
- ✓ Educational programs to assist new gardeners
- ✓ Social events to celebrate a community of gardeners
- ✓ Plenty of new friends

### **If accepted as a community gardener, I will abide by the following Rules, Terms, and Conditions:**

1. I understand there is a suggested donation of \$25.00 due one week after receiving notification of my plot assignment. Donations are requested to offset continuing maintenance and repair costs, as well as replacement costs for lost or damaged tools.
2. I will plant something in my garden plot by May 31 (or if approved for a plot after May 31 within two weeks of the approval) and will maintain my plot through November 15.
3. I will not leave my plot unmaintained for any period of time exceeding two weeks without making arrangements for its care.
4. If I must abandon my plot for any reason, I will notify the Garden Manager.
5. Maintenance of my garden plot is my sole responsibility. I will water as needed, remove weeds promptly, control disease or insect infestations, properly remove contaminated plants, and harvest produce in a timely manner.
6. I understand that I am to use organic methods, techniques and substances in my plot.
7. I understand that the application of herbicides (weed killers) to my garden plot is prohibited.
8. I understand that it is my responsibility to maintain plants within the limits of my plot and to keep vegetation less than six feet in height, so as not to shade neighboring plots.
9. I will not grow illegal plants in the garden.
10. I will keep trash and litter cleaned from the plot, as well as from adjacent pathways and fences.
11. I will sort all waste from my plot into compost, recyclables, and trash. Compost can be processed at the site; recyclables and trash must be taken off-site. I will place diseased and insect-infested plants in plastic bags and remove them from the site.
12. I will respect the Garden's property and assets, use equipment and tools owned in common responsibly and treat them with care, clean and return them to the shed after use, and store them neatly and securely. I will not remove equipment furnished by the Hershey Community Garden from the garden. I will lock the shed and gate each time I leave.

13. I will turn off water at designated locations after use and coil all hoses neatly on the post provided. I will not drag hoses through other gardeners' plots.
14. I will harvest only my own crops unless given permission by another plot user.
15. I will participate in the regular cleanup and maintenance, as well as fall cleanup of the garden.
16. By November 15, I will clear my plot of all plant material, leaving the plot as found in the Spring.
17. I will be respectful of other gardeners. I will not enter others' plots, will not water others' plots, and will not borrow or remove anything from the plots of other gardeners.
18. I will not bring pets to the garden.
19. I understand that children of all ages are welcome, but must be supervised by a parent or guardian at all times.
20. I understand that I may bring guests to the garden. Guests are also subject to all rules, terms, and conditions stated here. Gardeners are solely responsible for the behavior of their guests.
21. I understand that gardeners are not permitted to smoke, drink alcoholic beverages, use illegal drugs, or gamble at the garden site.
22. I will not sell my produce on the premises.
23. I agree to park in designated Hershey Community Garden parking areas.
24. I will not make duplicate keys of any locks on the premises or give out the key or lock combinations to any other person.
25. 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.
26. I understand and willingly accept the inherent risks in gardening. I understand that use and misuse of gardening tools may result in injury. I am aware that soil and food-borne diseases, though rare, may be contracted through gardening or consuming undercooked food.
27. I understand that, as a participant in the Hershey Community Garden, I am a guest and that my privileges may be revoked in the event that I fail to comply with the terms of this Agreement. The following procedure will be initiated in the event of failure to comply with the terms of this Agreement:
  1. The Garden Manager will issue a verbal warning.
  2. If no response or correction has been made within fourteen days of the verbal warning, the Garden Manager will issue a written notice.
  3. If no response or correction has been made within seven days of the written notice, the Garden Manager will issue a final written notification indicating that gardening privileges and the plot have been forfeited.
  4. Application for another garden plot only may be submitted after one year and reassignment will be at the discretion of the Garden Manager.
28. I understand, acknowledge and agree that I am solely responsible for my actions and conduct, and the actions and conduct of my guests, while in the Hershey Community Garden and that neither the Hershey entities nor any of its directors, officers, employees, agents, lessors, affiliated companies or foundations have any liability to me or my guests for losses, damages, or costs incurred as a result of participation in, or entry onto the premises of, the Hershey Community Garden and I waive and release the aforementioned parties from any claims that I may have, whether based on tort, contract or otherwise, resulting there from.

*I have read and understand the application and accept these rules, terms, and conditions stated above for participation in the Hershey Community Garden, a project of The Foundation for Enhancing Communities, fiscal sponsor.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_