



## The Garden Registration & Rental Agreement

### Eligibility/Hours of Operation

The Community Garden is available to homeowners or an authorized tenant of a homeowner of the Harvest Homeowners Association and is open from sunrise to sunset each day for your gardening pleasure.

### Rental:

Registration for a garden plot is available on a first-come, first serve basis (one plot per household). A plot is reserved for a twelve month period and price is based on plot size and availability.

### Garden Rules:

- Each gardener is responsible for the maintenance and upkeep of their garden plot. Watering, weeding, harvesting and any other garden related maintenance are all the responsibility of the gardener.
- Tools will be made available for use during the regularly scheduled work time each week. A limited number of tools, hoses, and watering equipment will be available in the community garden storage bin for use during non-scheduled work times.
- The application of herbicides (weed killers) to the garden plots is prohibited.
- Planting is restricted to **edible** vegetables, flowers, herbs and fruit only. NO Landscaping plants or trees will be permitted.
- Smoking is not permitted inside the gardening area
- Moving identification cards for gardening plots is prohibited.
- Pets are not permitted inside the gardening area.
- Removing crops or tampering with a garden not assigned to your household is considered stealing and will be treated as other criminal activity.
- Designed as a family activity, it is required that no children under the age of 12 be allowed into the gardening area without adult supervision.
- In case of an emergency while working in the gardening area, please contact 911.

### Cancellations:

In order to ensure all residents have an opportunity to enjoy the garden, all participants who no longer wish to participate are required to provide a minimum of two weeks notification to withdraw from the program.

### Release and Indemnification:

Harvest Farmers agree to bear sole and complete responsibility for, and hereby release, forever discharge and agree to indemnify and hold harmless Harvest Homeowners Association, its officers, directors, agents, and representatives from and against: a) personal injuries, including death, to myself or my guest or my invitees which arise during the use of the HOA amenities (i.e. The Plots) under the

terms of this agreement; b) for any personal property or articles lost, damaged or stolen during the use of this HOA amenity under the terms of this agreement; and c) any and all damages to HOA Amenities, including its contents and furnishings.

**ACCEPTANCE**

The undersigned acknowledges, and agrees to, the items detailed above and as evidenced by my signature below, the Registration Agreement is hereby approved and considered to be legally binding.

I have read and agree to all contractual terms above. Date: \_\_\_\_\_

Homeowner's Name \_\_\_\_\_  
(Please Print)

Homeowner's Signature: \_\_\_\_\_

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

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

**\*Please submit form and check payable to Harvest HOA to Tim Mills at the HOA Office.**

<b>Office Use Only</b>
<b>Expiration Date:</b> _____
<b>Box No.</b>
<b>Last Name:</b>