

## MEMBERSHIP APPLICATION FOR NEW GARDENERS

For Calendar Year \_\_\_\_\_ (Terms run Jan. 1 through Dec. 31)

First preference to Gwinnett County residents

**Annual Fee must accompany this application.**

Make check payable to Lanier Community Garden



**Member Names:** (include spouse if he/she will be gardening with you and both must sign below):

Applicant \_\_\_\_\_ Spouse \_\_\_\_\_

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

City: \_\_\_\_\_ County: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Applicant Spouse

E-Mail Addresses: \_\_\_\_\_  
Applicant Spouse

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

Any other adult (**not** your spouse) that will help in your garden must also complete a separate application (only one fee is required). Provide their name below and have them complete an application. It is important that all parties acknowledge, understand and follow all Garden Rules. A combination code will be issued to approved members for access to the secured gate. Any member sharing the code with anyone not listed on this application will be subject to termination. All minor children (17 or younger) that are listed below must be accompanied by you or your spouse.

Name of Adult(s) who will be gardening with you other than your spouse:

\_\_\_\_\_  
Also have them complete separate application for liability purposes and code to gate. No additional fee is required.

Minor Children who accompany  
you or spouse to the garden:

_____	_____
Name	Age
_____	_____
Name	Age

**Plot Options** (if available):

Plot type: **Organic** ☐ or **Non-Organic** ☐ (check one)

Plot size and Pricing: **Large Plot** (20' x 20' at \$60) ☐ or **Small Plot** (8.5' x 20' at \$35) ☐ or  
(check one) **Plant-N-Go Raised Beds** Small 30 sq. ft. \$40 ☐ or Large 60 sq. ft. \$55 ☐

I understand that if NO plot is available, my application will be placed on a waiting list and I will be notified when a plot becomes available.

**I have reviewed and agree to abide by all Garden Rules (listed on page 2 & 3). I understand that failure to comply could result in the termination of my membership to Lanier Community Garden.**

Date: \_\_\_\_\_ Applicant's signature: \_\_\_\_\_

Spouse's signature: \_\_\_\_\_

**Directory Opt-Out:** All members will be listed in a directory for members only. If you **do not** want your e-mail and phone listed, **check here** ☐

Mail signed application and fee to the Membership Coordinator listed below. Make check payable to Lanier Community Garden.

To be placed on the waiting list, mail application with signatures (but no money) to the Membership Coordinator.

**Membership Coordinator:** Veda Vaidyanathan, 341 Bournemouth Dr, Suwanee, GA 30024, Cell: 404-395-5361  
E-mail questions or requests to: [lanier.communitygarden@gmail.com](mailto:lanier.communitygarden@gmail.com).

Date Received	Date Processed	Plot # Assigned	Amount Received	Payment type



## MEMBERSHIP GARDEN RULES

**Lanier Community Garden (LCG)** is intended for the use of growing only fruit, vegetables, herbs, and flowers. LCG is to be used by individuals, groups, and families only and not for commercial use. LCG is governed by a Constitution and By-Laws (available upon request and on the website).

### SECTION 1: Description of Maintenance Standards

- Plots must be maintained throughout the year. Weed compliance checks are conducted once a month. Follow-up checks are conducted throughout the month for those out of compliance. It is the gardener's responsibility to notify the Weed Compliance Coordinator of any circumstances hindering their ability to maintain plot/PNG.
- I will plant my spring garden no later than May 15th and not leave it unattended.
- I will remove all weeds and grasses inside my assigned plot and surrounding walkways. I will maintain my half of the walkways, not permitting any vegetation to grow. I will not allow any overgrown vegetation coming from inside my plot to protrude into the walking paths, which allows for a 3' walking space for pedestrian traffic and a wheelbarrow.
- I will not allow my plot to attract pests and/or diseases but keep it healthy and productive.
- I will refrain from growing tall crops that could cast shade on my neighboring plots.
- I will remove all litter, trash, rocks, and rotting vegetables/fruit inside and around my plot and carry it away from the LCG premises or discard in a dumpster, if available. I will not dump anything in the compost bins, surrounding woods, or natural areas around the garden perimeter.

### SECTION 2: Process and Timeline for Compliance Checks and Termination

- Once a month, the Compliance Coordinator will do a Compliance Check (AKA "Weed Walk."). They will observe each plot to ensure adherence to the Maintenance Standards, as described in Section 1.
- If a garden is out of compliance during a monthly weed walk, an **email** notification will be sent to the **primary gardener** listed on the membership application. All notifications will be sent via email except for third and fourth notifications, which will include text messaging.
- It is the gardener's responsibility to notify LanierCommunityGarden@Gmail.com of email address and phone number updates.

**Gardeners in violation of the Maintenance Standards in Section 1 will enter the compliance process, which can result in termination. Action will be taken as follows:**

- Notification** – Email notification with one-week (7 day) period to bring plot into full compliance.
- Warning** – Follow-up email notification with one-week (7-day) warning period to bring into full compliance.
- Probation** – If not in full compliance after the 7-day warning period expires, a one-week (7 day) plot probation will go into effect by the LCG Board. During this time the gardener **MUST** come into full compliance or risk termination.\*\*
- Action** – If the plot is not in full compliance after the 7-day probationary period ends, the plot/PNG rental will be terminated; any crops will be collected for food pantry donation; personal items will be removed to the "FREE STUFF" area; and plot will be forfeited\*\* without refund. Any such gardeners may apply for a Plant-n-Go the following year with re-admission determined by the LCG Board. Any such gardener will not be eligible for a large plot or seasonal second plot for 2 years.

**Additional Grounds for Termination** – If a member reaches probationary period 3 times in one year, this will be grounds for termination - as determined by the LCG Board.

**Other Limitations** – Gardeners with 3 or more notifications will not be eligible for a seasonal second plot or to hold a board position.

\*\*The board reserves the right to move the gardener to a smaller plot, in lieu of termination.



### SECTION 3: General Membership Rules

- A. I will harvest only my crops and not from any other plots, unless given special permission.
- B. If my plot is located inside the organic section, I will not use any synthetic chemicals that are not an approved organic product. If I am located inside the non-organic section, I will be careful in using any chemicals so as not to affect neighboring plots.
- C. I will not plant, damage, deface, or alter any areas outside my plot, unless part of an approved project.
- D. No unattended watering. I will turn off the watering hose when finished. I will ensure that the valve is turned in the "off" position to my hose. Sprinklers should be used sparingly. I will keep the hose coiled, hung up or managed properly to prevent any tripping hazard, particularly in the walking paths. Water will be shut off during winter.
- E. I will contribute two volunteer hours per year per plot toward the upkeep of the common grounds. I will either participate in the LCG Work Days throughout the year or if I cannot participate at the scheduled LCG Work Days, I will e-mail the garden (lanier.communitygarden@gmail.com) with hours contributed and what I have contributed. Failure to contribute may result in the denial of renewal for the following year.
- F. I will make an effort to attend the bi-annual membership meetings held in the Spring and Fall.
- G. I will make sure the gate is locked when I am the last member to leave the garden. I will not share the combination code with other individuals, other than those listed on my application. I will scramble the lock upon entry.
- H. No pets, alcoholic beverages, illegal plants or substances are permitted on the premises at LCG.
- I. No refunds of annual fees will be provided for members vacating their plot (either voluntarily or involuntarily).
- J. Any fees levied on the garden by the bank for a member's returned check must be reimbursed to the garden.
- K. The Garden By-Laws, Constitution, and Temporary Second Plot Policy are the governing documents for LCG and are a part of these rules. These documents can be found and referenced on the LCG website.

### SECTION 4: Shared Resources

- 1. Rainwater may be available for membership use to irrigate your plot. This is non-filtered, non-potable water. It **cannot be used for drinking water or washing vegetables.**
- 2. Power equipment in the shed is available for use. Upon return, make sure they are cleaned and locked up.
- 3. Tools in the shed should be cleaned and returned to their appropriate slot.
- 4. A limited number of compost bins may be available for individual use but must be requested and approved by the LCG board; they are not for general use. It is a violation to "help" oneself to a bin's content or add material.

## GENERAL RELEASE OF ALL CLAIMS

This General Release of All Claims (hereinafter referred to as "Release") is made on \_\_\_\_\_, by \_\_\_\_\_, by  
Date

\_\_\_\_\_  
Name of Members (including spouse)

hereinafter referred to as a "Member", a natural person, who, in consideration for performance of the undertakings set forth in Paragraph 1 of this Release hereby agrees to release Gwinnett County, a body corporate and politic and a political subdivision of the State of Georgia, for liability for all claims, as follows:

### 1.

- L. The County of Gwinnett owns land known as the Lanier Filter Plant, located on 2601 Buford Dam Road in Buford, Georgia, and has set aside a certain tract of that land for use as a community garden, (hereinafter referred to as the "Community Garden");
- M. The County will make land within the Community Garden available free of charge to citizens who wish to avail themselves of the opportunity to have a seasonal garden, subject to a first come, first served policy and the availability of land with the Community Garden;
- N. The County will provide water for the Community Garden at a site convenient to the garden plot and may provide a storage shed at no cost to the people who use the Community Garden. However, the County shall have no liability for loss or damage to any equipment or supplies that may be brought onto the Community Garden property, and;
- O. A person's signature on this Release will authorize his/her entry onto the Community Garden property.

### 2.

\_\_\_\_\_ shall be responsible, at his/her sole expense, for all other activities associated with cultivating their tract in the Garden Plot, including seeds, fertilizer, and planting and maintaining their tract.

### 3.

THEREFORE, for and in consideration of action by the County to make the Community Garden available to \_\_\_\_\_, does hereby agree for himself/herself and for his/her heirs, successors and assigns, now and forever, to fully and finally, release, acquit, indemnity and defend and discharge the County, and each and every one of the County's agents, officers, employees; Community Garden officers and members; and all others directly and indirectly liable from any and all claims and demands, whatsoever in law or in equity, and from any and all actions and causes of action, damages, claims for injuries, both known and unknown, including future litigation costs, expenses and compensation on account of, or in any way growing out of any and all known and unknown damages resulting from or relating to the Community Garden.

### 4.

This Agreement contains the entire agreement between the Parties. No promise inducement or representation other than herein set forth has been made, and the terms of this Agreement are contractual and not a mere recital.

### 5.

Venue to enforce this Agreement shall be only in the Superior Court of Gwinnett County, Georgia. Any and all defenses to venue are hereby waived. The law of the State of Georgia shall control interpretation of this Agreement.

### 6.

Each of the undersigned hereby certifies that he or she is over the age of eighteen (18) and suffering under no legal disability.

### 7.

It is further agreed that the undersigned have fully and completely read the Agreement in its entirety, and that each signed this document at their own free act. It is further understood by the undersigned that this is a legal document and that they have a right to obtain legal counsel, at their own expense, before signing.

\_\_\_\_\_  
SIGNATURE OF MEMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF SPOUSE