

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: _____ Applicant Mobile: _____ 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 \$75) or **Small Plot** (8.5' x 20' at \$40) or

(check one) **Plant-N-Go Raised Beds** Small 30 sq. ft: \$40 Compost Bin: \$5

Donation _____ \$

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.

How did you learn about this community garden? _____

I have reviewed and agree to abide by all Garden Rules (listed on page 2). 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 Bournemouh Dr, Suwanee, GA 30024, Cell: 404-395-5361

E-mail questions or requests to: lanier.communitygarden@gmail.com.

FOR OFFICE USE ONLY				
<i>Date Received</i>	<i>Date Processed</i>	<i>Plot # Assigned</i>	<i>Amount Received</i>	<i>Payment type</i>

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). No pets, alcoholic beverages, illegal plants or substances are permitted on the premises at LCG.

1. I will remove all weeds and grasses inside my assigned plot and surrounding walkways. I will maintain my walkways with wood-chips not permitting any grass 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. If necessary, volunteers may help in this process.
2. I will remove all litter, trash, and rotting vegetables/fruit inside and around my plot and carry away from the premises or discard in a dumpster, if available. I will not dump anything in the surrounding woods or natural areas around the garden perimeter. I will not allow my plot to attract pests and/or diseases, but keep it healthy and productive.
3. If my plot becomes unkempt or violates these garden rules, I will be notified by the Compliance Coordinator via e-mail or telephone, which I have listed on my Membership Application. I will be given a 14-day notice to correct the problem. After the 14-day notice has been received and I have not corrected the problem or replied to the Compliance Coordinator, this matter will be turned over to the Board of Directors for further action up to and including termination of my assigned plot.
4. If I can no longer take care for my plot, either temporarily or indefinitely, and cannot make arrangements for its upkeep, I will notify any member of the Board or Membership Coordinator as soon as possible and not allow the plot to become neglected. If I choose to give up my plot, I must remove all personal belongings within seven (7) days or forfeit them to the community garden.
5. I will plant my Spring garden no later than May 15th and not leave it unattended. Fall gardens are expected to be planted by Oct. 15th, otherwise properly cleaned and closed for the winter or plant a green cover crop to improve soil conditions, which will be tilled under in Spring.
6. Permanent compost sites are reserved for individual or group use and management. Others shall not deposit anything into these sites.
7. I will harvest only my crops and not from any other plots, unless given special permission.
8. 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.
9. I will refrain from growing tall crops that could cast shade on my neighboring plots. I will not plant, damage, deface, or alter any areas outside my plot and surrounding pathways, unless part of an approved project or Work Day task.
10. I will not drive my vehicle into the garden plot area beyond the parking lot.
11. I will turn off the watering hose when finished and observe the water conservation rules. I will ensure that the valve is turned in the "off" position to my hose. I will keep the hose coiled, hung up or managed properly to prevent any tripping hazard, particularly in the walking paths. The main water line will be closed during winter.
12. **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.
13. I will make an effort to attend the bi-annual membership meetings held in the Spring and Fall.
14. **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.**
15. No refunds of annual fees will be provided for members vacating their plot (either voluntary or involuntary) prior to the end of the current annual term.
16. Any fees levied on the garden by the bank for a member's returned check must be reimbursed to the garden.
17. The Garden By-Laws and Constitution are the governing documents for LCG and are a part of these rules. These documents can be found and referenced on the LCG website.

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.

- A. 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");
- B. 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;
- C. 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;
- D. 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