

Opelika Grows

2014 Lease Agreement

Opelika Grows is a partnership of Keep Opelika Beautiful, Opelika City Schools and Auburn University. These organizations will act as directors of the community garden. The community garden is built on an 80'x100' area leased from the City of Opelika.

1. Plots leases are based on the planting season. Contracts will not be automatically renewed. The directors will contact all gardeners 30 days prior to the expiration of this contract. The community garden is intended for the use of growing vegetables, fruit, flowers and legal herbs.
2. A non-refundable, non-transferable annual membership fee is required for each plot. Plots are assigned on a first-come, first-serve basis. Annual fees include the use of land, utilities and when available, basic community garden owned tools. Plot members will incur the cost of seeds, plants, amendments, etc.
3. During the year, you will be responsible for keeping your plot planted, watered, harvested and weeded. These provide for a neat and attractive appearance in the garden plot area.
4. Please do not tend to another plot member's garden unless given permission.
5. If your plot goes notable unattended, you will be contacted through phone or email. You will have 10 days to respond and resolve the issue. If there is no response after 30 days, the directors will reclaim the plot. No refunds will be given.
6. **Insecticides are prohibited at the Opelika Grows community garden.** For questions about this policy, contact a director of the community garden.
7. Please carry all trash out of the garden.
8. Smoking and alcoholic beverages are prohibited at the community garden.
9. Pets must be kept on a leash at all times
10. The directors reserve the right to make changes to these policies. All changes and notices will be posted on the garden kiosk
11. Please park only in designated areas
12. Plot costs are distinguished by individuals/non-profits and businesses. Businesses may place a small sign on their plot and promote their garden activity at the place of business.
13. **Plots may be shared. All gardeners (shared plots, individual plots, non-profit plots, business plots) must sign a Release and Waiver of Liability Form prior to entering the community garden.** No one is to enter the garden without signing the Release and Waiver Form.
14. **Minors interested in gardening but be accompanied by an adult (at least 18 years of age) at all times. A parent or legal guardian of the minor must sign the Release and Waiver of Liability Form prior to entering the community garden.**
15. Directors of Opelika Grows reserves the right to revoke plot membership and access for failure to comply with the above stated rules

Opelika Grows

By signing below I agree to comply with the policies and guidelines of the Opelika Grows Community Garden. I understand that failure to abide by these guidelines and policies could result in forfeiture of my garden plot. I understand this is a community garden and commit to its success by supporting and working with my fellow gardeners.

I understand and acknowledge that Opelika Grows (Keep Opelika Beautiful, Opelika City Schools and Auburn University) cannot warrant the viability or performance of my crops or planting. Further, I understand and acknowledge that in case of damage or destruction to any part of the garden or plots, Opelika Grows (Keep Opelika Beautiful, Opelika City Schools and Auburn University) is not obligated to restore or refund any membership fees or costs. No insurance is being provided for plants.

Signature: _____ Date: _____

Print Name: _____

Street Address: _____

Phone: _____ Email: _____

If you will be sharing a plot, provide their information

Name: _____ Email or Phone: _____

Select your plot size:

_____ Small (6.5'x8')- _____ Individual/Non-Profit &10 _____ Business \$15

_____ Medium (13'x8') _____ Individual/Non-Profit \$20 _____ Business \$30

_____ Large (13'x16') _____ Individual/Non-Profit \$30 _____ Business \$45

Payment is for March 1, 2014 to August 30, 2014. Directors of Opelika Grows will contact you 30 days prior to the expiration.

Full fee is due at the time of signup. For more information contact Keep Opelika Beautiful at (334) 749-4970 or kob@opelika.com

Keep Opelika Beautiful
Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____, 20__ by (the "Gardener") in favor of Keep Opelika Beautiful, a registered 501(c)(3) non-profit organization, its employees, board members, officers, committee members and any other stakeholders in the overall Opelika Grows Community Garden project.

The Gardener desires to participate in the Keep Opelika Beautiful's garden and engage in the activities related to being a gardener or volunteer (the "Activities") at the community garden. The Gardener understands that the Activities may include, but are not limited to, tending garden plots, maintenance of the garden area, and other outdoor activities.

The Gardener hereby freely, voluntarily and without duress executes this Release under the following terms:

Release and Waiver. Gardener does hereby release and forever discharge and hold harmless Keep Opelika Beautiful and its successors and assigns from and any all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Gardener's Activities with Keep Opelika Beautiful. Gardener understands that this Release discharges Keep Opelika Beautiful from any liability or claim that the Gardener may have against Keep Opelika Beautiful with respect to any bodily injury, personal injury, illness, death or property damage that may result from Gardener's Activities with Keep Opelika Beautiful, whether caused by the negligence of Keep Opelika Beautiful or its employees, committee members, volunteers or otherwise. Gardener understands that Keep Opelika Beautiful does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.

Medical Treatment. Gardener does hereby release and forever discharge Keep Opelika Beautiful from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Gardener's Activities with Keep Opelika Beautiful.

Assumption of the Risk. The Gardener understands that the Activities include work that may be hazardous to the Gardener including, but not limited to, lifting, use of machinery, exposure to allergens. Gardener hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Keep Opelika Beautiful from all liability for injury, illness, death or property damage resulting from the Activities.

Insurance. The Gardener understands that Keep Opelika Beautiful does not carry or maintain health, medical or disability insurance coverage for each Gardener. Each Gardener is expected and encouraged to obtain his or her own medical or health insurance coverage.

Photographic Release. Gardener does hereby grant and convey unto Keep Opelika Beautiful all right, title and interest in all photographic images and video recording.

Other. Gardener expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Alabama, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Alabama. Gardener agrees that in the event that any clause or provision to this Release shall be held to be invalid by a court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Gardner has executed this Release as of the day and year written above. This release shall be executed by each person participating in the Keep Opelika Beautiful community garden.

Gardener Signature: _____

Gardener Print Name: _____

Address: _____

City/State/Zip: _____

If Minor

Minor Name Printed: _____

Parent/Legal Guardian Signature: _____

Parent/Legal Guardian Print Name: _____

Address: _____

City/State/Zip: _____