

## **Schuylkill River Park Community Garden (SRPCG) Waiting List Plantings**

Welcome to the Waiting List Plantings. This is a wonderful opportunity to experience many of the Garden's Benefits while you are on the waiting list. Above all, we want you to enjoy Gardening, interact with the Garden's Community, and experience some of what the Garden has to offer. To keep the process fair, we require you to agree to the following in order to take part in the Waiting List Plantings and pay a nominal non-refundable fee of \$15 per season.

This agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by and between CENTER CITY RESIDENTS' ASSOCIATION ("Manager" as agent and manager for the CITY OF PHILADELPHIA acting through the Department of Parks and Recreation "City") and \_\_\_\_\_ (your name)("Gardener").

1. I am familiar with and agree to abide by the Schuylkill River Park Community Garden's Urban Garden Rules and Guidelines. This document is available on the Garden's Website and the Garden's Bulletin Board for inspection. I agree to be responsible for keeping up to date with the most recent Urban Garden Rules and Guidelines, as posted by the Steering Committee.
2. I understand that I must be a current Waiting List Member to participate in the Waiting List Plantings. This includes keeping current with my CCRA Resident Membership. If at any time my CCRA Resident Membership lapses and/or I obtain a plot in the Garden (hence leaving the waiting list) and/or I move out of the CCRA geographic boundaries, I will no longer be able to participate in the Waiting List Plantings.
3. I understand that I cannot give the Garden's Combination to anyone else for any reason. I understand that if I am the last person in the garden, I am responsible for locking both gates and ensuring that no visitors are present when the gates are locked.
4. I understand that I cannot plant in any plot within the Garden. There is absolutely no exception to this rule, even if given permission by a Gardener.
5. I agree to plant only in those areas designated by a Garden Steering Committee Member. I understand that if I plant in any area that is not directly designated by a Garden Steering Committee Member, those plantings will be removed and destroyed or otherwise disposed of in a manner determined by the Steering Committee. I will receive no compensation for and have no rights to plant material planted in areas that are not directly designated by a Garden Steering Committee Member.
6. I agree to harvest only from those plants I have grown and/or from those plants for which I have been officially granted harvesting permission from a member of the Steering Committee.
7. I agree that in addition to not planting any material forbidden in the Garden as set forth in the Urban Garden Rules and Guidelines, I shall also not use chemical fertilizers, additives or other inorganic material in the Waiting List Plantings.

8. As with plots, space on for the Waiting List Plantings is allocated by household.
9. I agree to indemnify, defend and hold harmless the City and Manager, their respective directors, officers, employees, agents, departments, boards and commissions (collectively referred to as the "City and/or Manager"), from and against, and to reimburse the City and/or Manager with respect to, any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses (including, without limitation, attorneys' fees and court costs), including, without limitation, those in connection with loss of life, bodily or personal injury or damage to property, asserted against or incurred by the City and/or Manager with respect to this Agreement or the Plots (collectively referred to as the "claim") to the extent that Such claim is caused by my act or omission.
10. I hereby remise, quitclaim, release and forever discharge, and by these presents do for my heirs, successors, personal representatives, executors, and assigns and guests and any person claiming under or through them, hereby remise, quitclaim, release and forever discharge the City and Manager, their respective successors, assigns, agents, employees, officer, boards and commissions (acting officially or otherwise), from any and all, and all manner of, actions and causes of actions, suits, claims and demands whatsoever in law or in equity which I may have against the City and/or Manager, their respective successors, assigns, agents, employees, officer, boards or commissions, relating in any way whatsoever to this Agreement or the possession, use or occupation of the Waiting List Plantings by me, unless such actions and causes of actions, suits, claims and demands are caused by or result from the negligence of the City or Manager or their respective successors, assigns, agents, employees, officers, boards or commissions.
11. I understand that this Agreement may be revoked at any time for any reason by a majority vote of the Steering Committee.
12. I agree to clean out my plot of plants and other debris no later than October 31<sup>st</sup> of the year in which this Agreement is signed.

By signing below, I indicate that I have read and agree to abide by all of the above points. I understand that violation of any of these points is grounds for termination of my participation in the Waiting List Plantings. If multiple members of the same household are participating in the Waiting List Plantings, all must sign this agreement. This Agreement automatically terminates on October 31st of the year in which it was signed.

Licensors: THE CITY OF PHILADELPHIA by CENTER CITY RESIDENTS' ASSOCIATION

By: \_\_\_\_\_ Date \_\_\_\_\_  
                     Authorized Signator

Gardener \_\_\_\_\_ Date \_\_\_\_\_

Gardener \_\_\_\_\_ Date \_\_\_\_\_  
                     Signature of Gardener(s)

Name(s) \_\_\_\_\_

PLEASE PRINT primary contact information for gardener(s):

Residential Street  
Address \_\_\_\_\_

City, State,  
ZIP \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail  
address \_\_\_\_\_