

2020 Gardener Application

(Please Print)

First Name: _____ Last Name: _____

Email: _____ Phone #: _____

Address: _____ City: _____ Zip: _____

Emergency Contact: _____ Phone #: _____

4'x8' Plot Fee: \$35.00

Request for an additional plot. *This request will be reviewed and determined with your application.*

_____ I recognize that I will be required to perform 12 hours of garden community service annually
Initial here toward the general care and upkeep of the garden.

By signing this form, I have read this application and agree to accept all garden rules, instructions, and regulations. Gwinnett County reserves the right to photograph and videotape all its activities, events, camps, classes, programs, and facilities for promotional purposes. *(Signature indicates agreement.)*

Signature: _____ Date: _____

Once completed application is reviewed and confirmed, an invoice will be generated and sent to the gardener applicant. Payments will be available online, over the phone with a credit card, or by mailing a check. Additional information will be supplied on the invoice.

Mailing address: Gwinnett Community Services
Attn: Live Healthy Gwinnett/Harvest Gwinnett
75 Langley Drive, Lawrenceville, GA 30046



General Release of All Claims and Waiver of Liability and Indemnity Agreement

This General Release of All Claims and Waiver of Liability and Indemnity Agreement (hereinafter the "Release") made this

_____ day of _____, 2020, by and among Gwinnett County, Georgia (hereinafter the "County") and

_____ of _____,
print name print address

City of _____, State of _____, (hereinafter referred to individually and collectively as the "Releasor") as follows:

In consideration of the mutual promises and covenants contained herein and the recitals hereto which are contractual and an integral part of this release and waiver of liability and indemnity agreement, the County and the Releasor (hereinafter collectively referred to as the "Parties") hereby agree as follows:

1. For and in consideration of Releasor being permitted to use the Graves Park Community Garden located at Graves Park (1500 Graves Road, Norcross, GA 30093), owned by Gwinnett County Board of Commissioners, Releasor does hereby for Releasor and Releasor's heirs, executors, administrators, successors, and assigns, now and forever, fully and finally, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the County and each and every of the County's agents, officers, and employees, 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 developments thereof, cost, business losses, expense and compensation on account of, or in any way growing out of, any and all known and unknown personal injuries and property damage resulting or to result from the use of said property.

2. Releasor hereby expressly stipulates and agrees, in consideration of the use of said property, to indemnify and hold harmless the County, and each and every of the County's agents, officers, and employees and all others directly or indirectly liable to any other person, firm or corporation charged with responsibility or person, firm or corporation charged with responsibility or liability, their heirs, administrators, executors, successors and assigns, with respect to any additional sum of money that any of them may hereinafter be compelled to pay on account of the injuries to Releasor. Releasor further agrees to reimburse and make good to the County any loss, damages or costs the County may have to pay as a result of any such action, claim or demand.

3. This Release 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 Release are contractual and not a mere recital. It is further agreed that the undersigned have fully and completely read this Release in its entirety, and that each signed it as their own free act.

IN WITNESS WHEREOF, the undersigned have set their hands hereto on the date, month, and year indicated.

Signed this _____ day of _____, 2020

Signed: _____
releasor

Witness: _____
sign name



770.822.3197 • HarvestGwinnett@GwinnettCounty.com
LiveHealthyGwinnett.com

Garden Guidelines & Permits

This is an annual agreement for a plot at the garden, valid through August 31, 2021. A completed Application is required in addition to a non-refundable, nontransferable plot fee of \$35.00. Plots are assigned on a first-come, first-served basis after payment is received. Plot fee includes the use of land, utilities, shared tools, compost, and mulch, if available. Any fees levied on the garden by the bank for a renter's returned check must be reimbursed to Live Healthy Gwinnett.

The garden is operated as a sustainable garden. Any chemicals and materials used must be on the Approved Materials List located at www.LiveHealthyGwinnett.com.

Access codes will be given to enter the Community Garden. Admittance hours are in accordance with Gwinnett Parks & Recreation, sunrise to sunset. To help maintain proper security do not share the access code with non-approved gardeners.

To keep common areas maintained, all gardeners agree to participate in 12 hours of community service per year.

Adhere to all Gwinnett County [ordinances](#). Respect fellow gardeners at all times. Offensive and/or profane language and any discrimination against others are prohibited.

Pets are permitted inside the garden as long as they are leashed, controlled, and show no aggression. Pets cannot be near other plots, and any waste must be disposed of by the owner immediately. If found to repeatedly leave waste unattended, lease privileges will be forfeited for the remainder of the lease term. pet owner is a visitor, they will no longer be allowed access to the garden.

Children/guests are welcome at the garden but must be accompanied by plot holder who is responsible for the guest's behavior. Any activity inconsistent with gardening shall not be allowed and may result in loss of gardening privileges.

A neat, attractive, cared-for appearance garden plot is required. Once assigned, a plot shall be properly maintained within 14 days. Plots will be kept planted, watered, harvested, weeded, mulched, and free of dead plant material (other than compost.). They must be properly maintained all year long and not left in fallow or unused condition, remaining free of weeds, pests, and diseases. Nothing may be dumped in the surrounding natural areas around the garden perimeter.

Be mindful of planting sprawling or tall crops that might interfere with other plots, if they extend beyond the assigned plot or interfere with other plots they may be cut back to the proper boundaries by Live Healthy Gwinnett. Do not plant illegal or poisonous plants. Live Healthy Gwinnett will retain the right to decide whether a plant is appropriate for the garden.

If a plot becomes neglected, every effort will be taken to notify the plot renter. If plot continues to be neglected, the plot will transfer to a new caretaker. Any produce from the reverted plot will be harvested for donation. If you can no longer take care of your plot, either temporarily or indefinitely, and cannot make arrangements for plot upkeep, please notify Live Healthy Gwinnett immediately at HarvestGwinnett@gwinnettcounty.com.

Harvest only from your assigned plot. Gardeners harvesting from other plots without permission will lose gardening privileges in addition to any other remedies available by law.

Place all compostable materials in designated compost areas and non-compost waste in waste containers. Plots should be properly mulched and water conservation is required. All hoses must be turned off after use and recoiled to their designated areas. The soil, compost and mulch material from the bin area is property of the garden and may not be removed.

There is no guarantee protection against vandalism or theft. Any vandalism or theft should be reported to Live Healthy Gwinnett. Any items left at the plot are at the plot renters' own risk and will be deemed abandoned at the conclusion of the permit term.

The garden guidelines are subject to change at any time. Live Healthy Gwinnett reserves the right to enforce the guidelines, and is the ultimate authority in any dispute, and reserves the right to revoke plot access for failure to comply with guidelines.

By signing this form, I have read the guidelines and permits, and agree to accept all garden rules, instructions, and regulations. Gwinnett County reserves the right to photograph and videotape all its activities, events, camps, classes, programs, and facilities for promotional purposes. *(Signature indicates agreement.)*

Signature: _____ Date: _____

Approved Material List

The Graves Park Community Garden is operated as a sustainable garden. Any chemicals and materials used must be on this Approved Materials List and/or amendments can be submitted for review to HarvestGwinnett@gwinnettcounty.com.

Mulches

- Natural (Non-Dyed)

Topsoil

- Natural
- Bagged (Not Fortified)

Composting

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> • Aquatic Weeds • Evergreen Needles • Garden Waste • Leaves • Grass Clippings | <ul style="list-style-type: none"> • Sawdust • Wood Ask • Small Wood Chips • Coffee Grounds • Bread | <ul style="list-style-type: none"> • Egg Shells • Fruit • Fruit Peels and Rinds • Tea Leaves • Raw Vegetables |
|---|--|--|

Fertilizers

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> • Alfalfa, Blood, Bone (steamed), Cocoa Shell, Corn Gluten, Cottonseed, Feather, Fish, Hoof/Horn and Soybean Meals • Wet Brewers Grain • Castor and Grape Pomace • Dry Coffee Grounds • Eggshells | <ul style="list-style-type: none"> • Fish Emulsion • Dry Fish Power • Kelp • Marl • Mushroom Compost • Colloidal Phosphate • Non-Fortified Compost • Granite Dust • Greensand | <ul style="list-style-type: none"> • Guano • Rock, Soft, and Soap Phosphate • Sulfate of Potash Magnesia • Volcanic Ash or Tuff • Wood Ash |
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Insect and Disease Control

Pesticide users must comply with all instructions and directions for use on the pesticide label.

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|--|--|--|
| <ul style="list-style-type: none"> • Azadirachtin • Bacillus Thuringiensis • Beneficial Insects • Bordeaux Mix • Chitin • Companion Plants • Copper • Cryolite • Diatomaceous Earth • Growth Regulators • Hand Picking • Horticulture Oils | <ul style="list-style-type: none"> • Insecticidal Soaps • Iron Phosphate • Diatomaceous Earth • Neem • Organic Ethyl Alcohol • Organic Vinegar • OxiDate • Garlic, Onion, Oil, and Pepper Says • Sulfur • Lime and Lime-Sulfur • d-Limonene | <ul style="list-style-type: none"> • Peroxyacetic Acid • Pyrethrum • Pyrethrins • Rotenone • Row Covers • Ryania • Sabadilla • Streptomycin and Terramycin • Traps (Pheromone, Sticky, Water, Food) |
|--|--|--|

The Approved Materials is subject to change at any time. Live Healthy Gwinnett reserves the right to enforce, add, remove, and amend the materials lists, is the ultimate authority in any dispute, and reserves the right to revoke plot access for failure to comply with use of approved materials.