

2018 ALLOTMENT GARDENERS MEMBERSHIP AGREEMENT

WCG MISSION STATEMENT

"The Westbury Community Garden educates adults and children about good nutrition and ecology, strengthens community spirit, provides organically-grown food, and serves as a gathering place for the community."

This agreement is between the Westbury Community Garden and the gardener signing page 3.

"I", "me," "my" and "you" in this agreement refer to the gardener signing this agreement. All adults who will garden in the allotment bed assigned in this agreement are bound by it and are required to sign their own contract if a bed is shared.

Westbury Community Garden (The Garden) is a community endeavor, and as a member gardener, I have responsibilities to my fellow gardeners and to the garden property at large.

Part 1

Membership: I will pay an **annual membership fee** when joining the garden, which goes into a general fund to help pay garden expenses, including water and organic fertilizer.

The 2018 annual fee is \$72.00 per bed.

Payment accepted in cash or check.

Make checks payable to: Westbury Community Garden.

Deliver to President or mail to:

Westbury Community Garden, 5322 West Bellfort, #100, Houston, TX 77035

The Garden Executive Committee will determine and publish the annual fee prior to January 1 each year, and this **fee is due February 1**. The assigned plot and right to garden will be forfeited if not paid by February 1.

Dates & Fees

Feb 1 annual fee due on or before Feb 1: \$72*
Feb 2-28 bed prep for reassignment by departing member
Mar 1 bed reassignment

New Member Pro-Rated fees are

calculated at 1/12 of annual rate per full month.
Ex., join Mar 1, full amount = \$72
Ex., join June 1, 9/12 of \$72= \$54

I reserve the right to allow another person or group of persons to help me with my garden as long as they sign the liability agreement or complete a contract to be a gardening partner. (Appendix)

Part 2

Volunteer Hours: I agree to work a **minimum of 12 hours** during the membership year on general garden maintenance and/or approved WCG projects, not including the work required on my assigned plot and surrounding aisles. The **hours requirement is per bed to be completed by Dec 31 each year.**

It is **my responsibility to record this work time** on the forms kept in the kiosk or via an online form. Access to the online form is provided to members.

Work includes but is not limited to watering, weeding, mowing, and mulching common areas, compost turning, cleaning, removing garden trash, and other approved WCG projects. A group workday occurs once a month on Saturday and a task list is posted in the kiosk and on website.

The **membership year, as per the Bylaws, is March 1 through the end of February** of the following year. New gardener volunteer hours will be based upon the number of months from date of joining at rate of 1 hour per full month of membership.

If I have not worked the required hours during the year, my bed may be reassigned and my garden membership may not be renewed. As an alternative, I **may choose to pay \$10 per hour** for every hour (or partial hour) I am deficient, in order to fulfill my responsibilities to the Garden. I can choose to pay this up front at the beginning of the gardening year, if I wish, but I understand I will be assessed this amount at the end of the gardening year **for missing hours BEFORE** I am allowed to renew for the next year.

Part 3

Garden Maintenance

Year round vegetable gardening is normal in Houston. I agree to **plant three seasons** of the year at a minimum. If I choose to have one **fallow season**, I will plant an approved cover crop or mulch the plot and continue to keep my area clear of weeds.

I will maintain the plot and remove weeds and grass in the plot and in the aisles surrounding the plot **before they reach height of 4 inches and/or go to seed** to avoid their getting out of control. **Aisle maintenance around my assigned plot does not count toward my 12 hours of volunteer work (see Part 2).**

I understand I will be given one written notice, either by mail or email, of any corrective action needed. If I do not respond in writing (mail or e-mail) within 5 days, and remedy the issue within 10 days from the date of notification, the plot may be reassigned.

Also, my membership fee will be forfeited. Membership fees are **not refundable** in whole or part, except in cases of job transfer or major illness, and will be handled on a case by case basis by Executive Committee.

Part 4

Garden Etiquette

I agree to support Westbury Community Garden's goal to provide a happy, secure, and enjoyable place where there is a culture of caring, integrity and discovery; where all participants in the diverse community can garden and socialize peacefully in a neighborly manner. It is understood that preservation of the WCG culture depends on every member showing respect for each other in person, as well as in email and social media, and refraining from abusive, profane and discriminatory language and actions.

Part 5

I understand that the City of Houston, Brays Oaks Management District, the Westbury Community Garden, the Westbury Civic Club (WCC) and the Westbury Area Improvement Corporation (WAIC), have no responsibility for my actions or the actions of other gardeners in The Garden.

I, THEREFORE, AGREE TO HOLD HARMLESS THE GARDEN ORGANIZERS AND OFFICERS, THE BOARD OF DIRECTORS OF THE WAIC, INC; THE WCC, INC., AND THE OWNERS OF THE LAND FROM ANY PERSONAL INJURIES, LIABILITY, DAMAGE, LOSS OR CLAIM OF ANY KIND OR CHARACTER THAT OCCURS IN CONNECTION WITH THE USE OF THE GARDEN BY ME OR ANY OF MY GUESTS OR OTHER PERSONS USING OR VISITING THE GARDEN WITH MY CONSENT/PERMISSION. BY MY SIGNATURE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT.

I have read and understand The Garden Rules and agree to abide by them. I acknowledge receipt of The Garden Rules, either in a hard copy or electronically, and understand they are a part of this Gardener's Agreement. One plot per agreement; a second plot needs a second, separate agreement.

The plot assigned to me under this agreement is _____.

GARDENER'S SIGNATURE: _____

DATE: ____/____/2017/18 PRINTED NAME _____

Address: _____

Contact Info:

Day _____ Evening _____

Cell _____ Email _____

[_____] Please note my new contact info on your records.

PAID \$ _____
Check# _____
Cash _____

My gardening partner is _____ who has his/her own agreement with WCG.

Part 6

Key Deposit: For a deposit of \$20.00, I have been loaned one faucet key to use in the garden. If I lose the key and an additional one is available, I will be loaned a second key for an additional \$20 deposit. When I leave the garden, I will return all faucet keys checked out to me and the \$20 per key deposit will be returned to me.

Gardener's Signature _____ Date _____

Deposit for key # _____ = \$ _____ cash _____ check # _____

Payment received by _____ Date _____

Name & Title

Replacement Key, if original lost:

Deposit for key # _____ = \$ _____ cash _____ check # _____

Payment received by _____ Date _____