

Fort Frances Community Garden Information Package

The Fort Frances Community Garden (FFCG) is located at Lilly Ave and Elizabeth Street in between 5th & 6th Street West. The community garden has two fenced-in gardening areas with locked tool sheds, water containers, recycling and compost containers. We offer ground plots, raised beds and a kids gardening program.

Important Things to Know about the Community Garden:

- ☐ Volunteers
 - We are a group of volunteers and all gardeners are responsible for helping out with regular maintenance and *clean-up* activities. We always need help with weeding, grass cutting, re-filling water stations.
- ☐ Membership and registration
 - We welcome all, new and returning gardeners. ALL returning gardeners must confirm interest in same plots by MARCH 1st and pay in full by APRIL 1st. to secure same plots. Contact the health unit via telephone, email, text, Facebook to confirm your plot. If not paid in full, first come, first served will be in effect for all new and returning gardeners' plot resale.
- ☐ Rules and Guidelines
 - Please read and review all garden guidelines prior to planting your plot.
 - Each gardener agrees to respect and follow the guidelines. Not meeting this requirement may result in forfeiture of the plot(s) and restriction of access to the FFCG in future years.
- ☐ Garden Plots
 - Please be sure to weed your garden AND the path surrounding your garden.
 - Be mindful of tall or sprawling plants.
 - DO NOT pick from any other garden than your own, or the shared plots. We have 2 shared raised beds that all people can use. They contain strawberries, herbs, common plants. You can plant or pick from the shared area.
- ☐ Gates and Sheds
 - Please make sure garden gates and tool sheds are closed when you leave the garden. This will ensure safety and protection of garden plots and property.
- ☐ Tools and Equipment
 - All gardeners can use tools stored in the sheds. Please return all borrowed equipment to the shed. Tools cannot leave the garden site. Please ask a fellow gardener for the lock combination, if needed. Use of the tiller must be arranged through a committee member.
- ☐ Clean-up
 - All garden plots need to be fully cleared of weeds, produce and waste by October 15th. We encourage all members to come out and help with year-end clean-end.
- ☐ Questions, concerns or complaints should be directed to a committee member and/or a written letter can be sent to the health unit. Please include your contact information

Primary Garden Contacts:

- ☐ Wendy Kabel- United Native Friendship Centre, 308 Butler Ave., 274-8541 wkabel@unfc.org
- ☐ Samantha Pearson- Northwestern Health Unit, 396 Scott St, 274-9827 ext. 3639, spearson@nwhu.on.ca
- ☐ Blayne Orr- Volunteer at the garden

We are always looking for new members to the join the **Community Garden Committee**. This committee represents the collective of gardeners and attends to the administration. It includes any of five or six members representing the collective of Plot renters and organization representatives.

Guidelines of the Fort Frances Community Garden

Plot Renters are asked to observe the following Guidelines, which allow everyone to work together in harmony. Please be courteous in all interactions and work hard to resolve any disagreements. If necessary, contact the Community Garden Committee to intervene.

Registration and Use of Garden

1. All returning gardeners must confirm interest in same plots by March 1st. Returning gardeners can contact committee members via telephone, email, text, or Facebook message.
2. All plot renters, returning or new, must pay for any/all remaining plot(s) on or before April 1. If no payment has been made by April 1, another person may then rent the plot without notice. After April 1, first come, first paid will be in effect for all new and returning gardeners.
3. Maximum adult plots per household is four (raised or ground). After June 15 more plots may be rented.
4. If the rented/paid plot is not planted by June 15, (weather permitting) the plot may be forfeited and offered to other renters without notice.
5. Spring tilling will be performed on or after the first week in May (*weather permitting*).
6. No use of wood chips, wood shavings, mulch, hay or grass clippings on plots. Shredded straw may be used but must be removed/composted by plot renter promptly on or before October 15th.
7. Access to the garden site is by foot only; vehicles must be parked outside garden area.
8. Plot renters must be respectful of the plot areas and neighboring plots. Be mindful of planting space. Consider your neighbors if you are planting tall or sprawling crops that may interfere with other crops/plots. Please talk with your neighboring plot renters before you plant such crops. If you are unsure, call the health unit, talk to a committee member or come to a committee meeting and ask about tall crops.
9. Plot renters should keep their areas clear of debris, obstacles and containers.
10. Gardening tools provided for the use of all FFCG cannot be removed from the site. Plot renters are welcome to bring their own gardening tools. These may be left in the garden shed, but at your own risk*.
11. Water will be offered, but is not guaranteed, ask how you can help fill water containers.
12. If any stealing is committed/confirmed of any kind, all gardening privileges will be revoked immediately.
13. Shared gardening areas, such as herbs, berries and flowers, are for shared use apportioned to Plot Renters, according to quantity available and volunteer work contributed. Harvest from any part of the garden plot/s may NOT be sold or offered for sale.
14. Indecent conduct, destruction of property, littering, dumping and/or erecting structures, including blocking entrances/exits, will not be accepted and will be reported to authorities.
15. Any/all tools and/or machinery that belong to the FFCG must be used at the site and remain at the site and used with respect and care. Any/all machinery/tools must be used only after checking fluid levels (oils, gas, gear oil) and ensuring that the appropriate types of gas (straight or mixed) are used.
16. Use of the FFCG is not permitted after dark.
17. All plot renters must sign and comply with the Town of Fort Frances' Indemnification Waiver
18. The Fort Frances Community Garden, its support agencies and/or the **Community Garden Committee** will not be held liable for any damages or injury arising out of the work performed on the FFCG site.
19. For any unresolved questions or concerns, you must contact the FFCG Committee.
20. The FFCG reserves the right to refuse applications.
21. No pets allowed at any time, other than a service animal accompanied by owner for the purpose of maintaining plot.

Regular Maintenance and Clean-Up

22. All FFCG members are responsible for daily/weekly/monthly seasonal maintenance and clean up, including grass cutting, weed eating and refilling water containers for entire FFCG area. If you would like to help out and not sure how, please contact a committee member.
23. All Plot renters are responsible for arranging care for their respective plots if they are to be away for any length of time. If the primary gardener is going to be away for some length of time, please arrange with a "garden buddy" to ensure the plot is weeded, watered and cared for during your absence.
24. All Plot Renters are also responsible for any/all guests they may invite to the garden and assume consequences for their actions (.i.e. make any/all guest aware of the Guidelines).
25. Plot renters must stay within plot boundaries and perform regular maintenance of the assigned garden plot and adjacent area (pathways) including planting, watering and weeding. Pathways must be kept clear of obstacles. Plot renters must cooperate with neighboring Plot Renters to keep all pathways weed/refuse free.
26. In the event of an unkempt garden plot (30% or more weed cover on a consistent basis) or poor gardening practices, the gardener will be contacted and advised of the concerns. A notice will be given with five (5) days to respond. If no improvement on the site is noted within five (5) consecutive days after the notification, the subject plot will be forfeited; plot/s will be covered with a tarp and/or assigned to other plot renters. Poor gardening practices and failing to follow the Guidelines may affect future consideration to be part of the FFCG.
27. Plot renters will complete all harvesting and completely clean out their plots by October 15th to allow for yearend maintenance. Plants and compostable waste should be placed into the designated compost area(s). All other debris will be placed in designated area (garden garbage bin or garbage collection area).
28. Plot renters may use netting, chicken wire or other types of plant supports for climbing or taller plants but these must be removed from the site by no later than October 15th annually.
29. Plot renters should not plant trees or any woody plants or bushes in individual garden plots. Perennial plants should not be planted unless they will be removed in the fall prior to the garden being tilled.
30. The use of metal pegs/low fencing and wire for boundary markings is prohibited.
31. Plot renters are to dispose of weeds and healthy (non-diseased) plant materials in the compost area(s) located at the site. Unhealthy plant material must be removed from the site and disposed of in the correct manner.

Insects and Infestations

32. In the event of an infestation or other problems that may spread to or affect other plots, the plot renter will be contacted immediately. If the issue has not been dealt with within two days, the *Community Garden Committee* has the right to remove any plants and till any garden plot for the protection of the gardening community (in the event of pest damage, excessive weeds or growth of illegal plant material).
33. Deal with insect and weed infestations quickly and organically to prevent spreading to other areas of the garden. In the event of a potato bug infestation, you must remove these bugs from each plant in your garden, place them into a sealed container, and remove them from the garden area. The use of non-Ontario purchased products/pesticides, herbicides or DDT/derivatives and any non-organic fertilizer is strictly **PROHIBITED**. You may purchase natural products or ask a returning gardener what they do to control insects.

Please note that the Community Garden is a *substance abuse FREE Area. *Substance abuse includes, but is not limited, to: NO SMOKING, NO DRINKING, and NO ILLICIT DRUG/SUBSTANCE USE of any kind, authorities will be contacted immediately.*

Community Garden Registration

Name of Gardener/Renter: _____ New: _____ or Returning: _____

Address: _____

Email: _____

Telephone: home _____ cell _____ work _____

Best way to get in touch with you (*check all that apply*): Email _____ Facebook _____ Home _____ Cell/Text _____ Work _____

List other people that might be at the garden to help you:

Number of Garden Plots Requested

Ground Plot/s (*how many 1,2,3*): _____ × \$20 = \$ _____

Raised Bed (*how many 1,2,3*): _____ × \$20 = \$ _____

Kids Club Plot/s (*how many*): _____ × \$10 = \$ _____

Total # of plots: _____ Total Owing: _____

Call me to volunteer for any of the following...

- ☐ Grass Cutting ☐ Weeding ☐ Kids Club ☐ Small equipment Repairs (like lawnmowers)
☐ Buddy Gardener (help others with water/weeding if person is away) ☐ Garden Committee/Planning

Kids Garden Club

Complete only if you are registering a child in the Kids Garden Club.

Parent/Guardian (if different from above): _____

Tel/cell _____ Email _____

Child name: _____ Sex: F M Age: _____

Child name: _____ Sex: F M Age: _____

List any/all special considerations for Kids Club (such as allergies, different needs/abilities):

- ☐ I have **signed the Town and FFCG Waiver Forms**.
☐ I **read and agree** to follow the Fort Frances Community Garden **Guidelines** and understand that not meeting the Guidelines may result in a loss of gardening privileges.
☐ I acknowledge and **agree to release contact information** and **photo release** of any/all reasonable gardening activities.
☐ I hereby agree to **pay in full** by the deadline before using the rental plot/s or any area of the FFCG.

Signature of Applicant: _____ Date: _____

Total Paid: \$ _____ Cash _____ Cheque _____ Collected by: _____ Plots: _____

Town of Fort Frances Indemnification Waiver

Schedule "B" to By-Law 8/98-YY

FULL AND FINAL RELEASE AND INDEMNITY

WHEREAS

- A. _____, the undersigned (the "Community Gardener") wants to use the property (the "Property") shown identified in the Key Map on page 3 of this Full and Final Release and Indemnity (the "Release and Indemnity") for the sole purpose (the "Sole Permitted Purpose") of planting and maintaining a garden for the growing of fruits and vegetables (collectively in this Release and Indemnity referred to "vegetables"); and
- B. The Town has, subject to the terms and conditions set out in this Release and Indemnity, agreed to permit the Community Gardener to use, on a non-exclusive basis, the Property for the Sole Permitted Purpose.

In consideration of being, subject to the terms and conditions contained in this Release and Indemnity, permitted the non-exclusive use of the Property for the Sole Permitted Purpose, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Community Gardener,

1. the Community Gardener acknowledges and agrees:
- a) to use the Property only for the Sole Permitted Purpose and to maintain the appearance of the Property in a clean, and well-kept manner;
 - b) not to erect any buildings or structures in or on the Property, nor dig or cultivate or otherwise enter into the ground more than 8 inches, without the prior written consent of the Town;
 - c) to ensure that no grade changes are carried out;
 - d) not to assigned and/or transfer any right or interest or otherwise herein without the prior written consent of the Town;
 - e) to comply with all federal, provincial, and municipal laws, rules, regulations, and by-laws (herein collectively referred to as the "Laws"), and to hold the Town, its officers, employees, servants, agents, members of council, and/or other representatives or otherwise harmless from the consequences of the Community Gardener's failure to do so;
 - f) that the Community Garden shall be developed and maintained at no cost to the Town;
 - g) that no activity shall occur on the site after dark;
 - h) that subject to the Town's right to disallow composting at any time and for any reason, composting is permitted provided it is in a contained unit designed for the purpose of composting;
 - i) that the edge of the Community Garden or any part thereof, shall be a minimum of 25 feet from all lots lines;
 - j) that the Vegetables from the Community Garden shall not be sold or offered for sale either from in or on the Property or from any other location whatsoever;
 - k) that signage is permitted but shall comply with the Town's sign by-law;
 - l) that the Property shall be maintained in a neat and orderly manner. Trash, weeds, dirt piles and debris of any sort shall not be allowed to accumulate;
 - m) that the opportunity to participate must be open to any resident of the Town of Fort Frances;
 - n) that no pesticides shall be used on the Property; and
 - o) that upon cancellation and/or termination of use and/or access and/or permission as set out in paragraph 2.b) of this Release and Indemnity by the Town the Community Gardener shall peaceably forthwith surrender and yield up the Property, and if the Town so requires, shall restore the Property to the condition the Property was in prior to the development of the Community Garden;

2. the Community gardener acknowledges and agrees, notwithstanding anything contained in this Release and Indemnity, that:
 - a) the Town shall have the right at any time to go in and on the Property for any reason and for any purpose the Town may require, and to do any work or thing therein and thereon, without liability and/or compensation whatsoever to the Community Gardener or otherwise;
 - b) the Town shall have the right to deny the Community Gardener use of and/or access to the Property at any time and/or to cancel and/or terminate any permission granted by the Town herein or hereunder at any time, for any reason, without any prior notice, and the community Gardener shall thereupon vacate the Property; and
 - c) gardening is a potentially hazardous activity. The use of the Property by the Community Gardener for the Sole Permitted Purpose is voluntary and completely at the sole risk of the Community Gardener. The Community Gardener shall and does hereby assume and accept all risks associated with gardening and his/her use of the Property including, without limitation, those caused by terrain, facilities, soil conditions, temperature, physical exertion, sun an/or chemical and/or insect and/or rodent and/or fungal and/or other exposure, and/or the action and/or failure to act of other people, and otherwise;
 - d) the Town shall have the right, at any time and from time to time, without notice to the Community Gardener, to amend this Release and Indemnity and/or any provision thereof, in its sole and unfettered discretion; and
3. the Community Gardener on his/her own behalf and on behalf of his/her estate trustees, heirs, executors, administrators, personal representatives, successors and assigns (collectively herein sometimes referred to as the "Releasor", which term includes any one of them) shall and does hereby release, forever discharge and indemnify and same harmless, the Town, its officers, employees, servants, agents, members of council, and/or other representatives or otherwise (collectively herein sometimes referred to as the "Releasee", which term includes any one of them) from and against all claims, demands, costs, suits, actions, causes of action, proceedings, loss, damage, expense, and/or liability or injury of any nature or kind whatsoever (including, without limitation, any claim for loss, damage, or otherwise, not yet ascertained), made and/or incurred by the Releasor and/or any minor the Community Gardener for any reason brings or allows onto the Property, and whether for property damage, personal injury, or death, or otherwise, resulting from, cause by, or in any manner arising out of or connected with (and whether directly or indirectly);
 - a) the Releasor's use of the Property and/or any activity and/or otherwise of the Releasor in any way connected therewith; and
 - b) any act or failure to act, whether negligent or otherwise, of the Releasee; and
 - c) any act or failure to act, whether negligent or otherwise, of any other person.

And the Releasor further agrees that the Releasor shall not take any action nor make any claim, demand, or otherwise in connection therewith against anyone to the extent that they may have a claim against the Releasee.

The Community Gardener acknowledges, agrees, and confirms that he/she has reviewed and understands this Release and Indemnity and the consequences of signing it, and is signing this Release and Indemnity voluntarily, without duress.

The terms of this Release and Indemnity shall enure to the benefit of and be binding upon each Party and/or his/her respective estate trustees, heirs, executors, administrators, personal representatives, successors, and assigns.

The Community gardener shall execute further and other documents and do such further and other things as may be required to give effect to the terms and intent of this Release and Indemnity.

There are no representations, collateral agreements, warranties or conditions affecting this Release and Indemnity except as set out herein.

This Release and Indemnity may be amended by a further agreement in writing and witnessed.

IN WITNESS whereof the Community Gardener has executed this Release and Indemnity under seal this _____ day of _____, 20__.

Witness

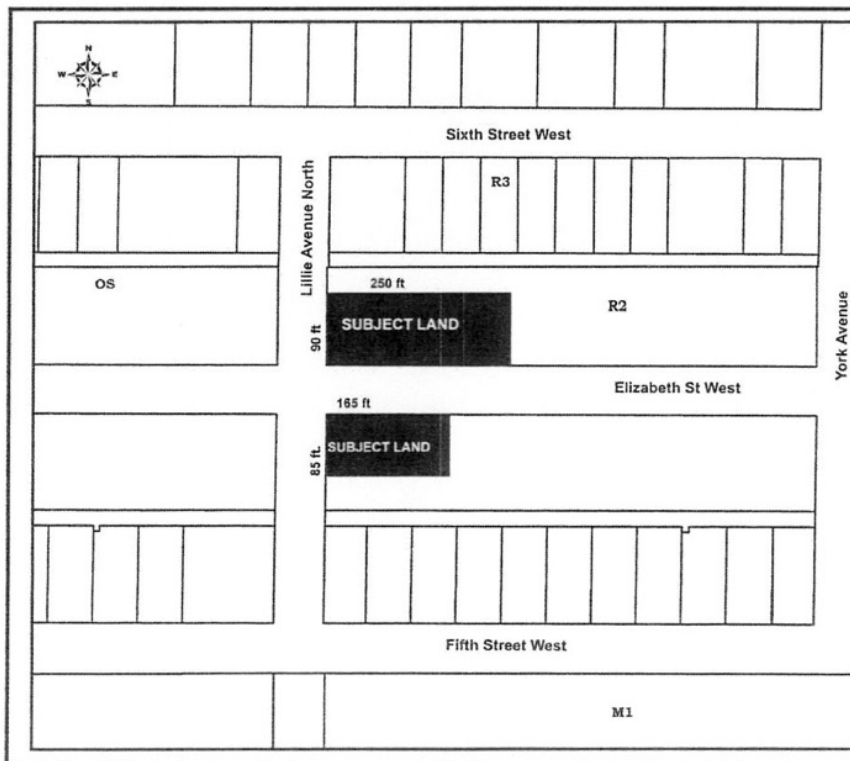
_____*
Community Gardener (signature)

Printed Name: _____

Address: _____

Phone: _____

Key Map:



**FORT FRANCES COMMUNITY GARDEN RELEASE OF LIABILITY
WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

I, _____ ("the Participant" PRINT NAME), wish to participate in the Fort Frances Community Garden Collective/Kids Gardening/Committee (FFCG) and/or any/all of its related and encompassing activities/programming/promotion etc.

I read and understand the rules and safety provisions established for the FFCG. I have had the opportunity to discuss any risks, dangers, or hazards to my person/s resulting from participation in the FFCG.

I am aware that my participation is strictly voluntary/self-directed. I freely accept and fully assume all such risks, dangers and hazards, the possibility of delay or inconvenience, cancellation or change, the loss of personal property, injury and death.

In consideration of the FFCG programming/delivery site allowing my participation overall, I agree to the following:

1. Not to sue and to release and discharge the FFCG/Delivery Site, its officers, and employees/volunteers, from all liability to me, my personal representatives, heirs, and next of kin, for all loss or damage and to waive any claim or demands on account of my injury or death, or damage to my property arising out of my participation.
2. That this Agreement shall not apply to any personal or property damage sustained by me arising from the negligent acts or omissions of the FFCG/Delivery Site.
3. To indemnify and hold harmless the FFCG/Delivery Site from any loss, liability, damage or costs that I may incur due to my acts or omissions during participation.
4. That I agree to comply with the rules and safety provisions established for the FFCG.
5. To certify that I am physically fit and able to safely engage in the Programming.
6. That in the event of any accident or sudden illness, the FFCG/Delivery Site has my permission to have performed on me whatever medical emergency treatment may be deemed necessary.
7. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

If the Participant is 18 years of age or older, complete this part only.

I have understood this Agreement, and I am aware that by signing this Agreement, I am waiving certain legal rights, which I or my heirs, next of kin, executors, administrators and assigns may have against the FFCG/Delivery Site.

Signature: _____ Date: _____

Witness: _____

*If the Participant is under the age of 18, or has given Power of Attorney to another person, complete this part. Parent signs **BOTH** sections if child is participating in (FFCG) and/or any/all of its related and encompassing activities/programming/promotion etc.*

I am the: ☐parent ☐guardian ☐holder of Power of Attorney of the Participant.

I have read and understood this Agreement; I agree to bind the Participant to all of the provisions of this Agreement.

Signature: _____ Date: _____

Childs' Name: _____

Witness: _____