

# Cabot Community Garden 2023 Rental Agreement

Welcome fellow gardeners! We are delighted to include you in the garden and appreciate your support. We look forward to gardening together and building community through culture.

To keep the garden a lovely place, we have a few rules.

Please initial next to each item.

I agree to:

\_\_\_\_\_ Be respectful to all fellow gardeners and their style of gardening.

\_\_\_\_\_ Keep my rented space clean and free of weeds.

\_\_\_\_\_ Keep my plants from blocking walkways and choose plants that will not obstruct walkways. Questions about plants should be directed to the garden manager who reserves the right to approve, disapprove, or remove any plant he/she feels would cause an obstruction or encroachment.

\_\_\_\_\_ Not plant perennials.

\_\_\_\_\_ Contact/notify Cabot Community Garden with any change in plans or desire to maintain my rental space. No refunds.

\_\_\_\_\_ Comply with all Cabot City ordinances including pet leash laws.

\_\_\_\_\_ Failing to maintain my rented space could, at Cabot Community Garden's discretion, result in forfeiting my space without refund.

\_\_\_\_\_ Abide by Organic Materials Review Institute (OMRI) standards when choosing products to use on my garden bed. I agree to NOT use the prohibited Inputs and only use approved inputs and interventions on the lists in **CHART A**. Click this link to find out more [About OMRI Listed Products | Organic Materials Review Institute](#).

## CHART A

Prohibited Inputs	Approved Inputs	Approved Interventions
<ul style="list-style-type: none"> <li>• Glyphosate</li> <li>• Salts</li> <li>• Synthetics</li> <li>• All other prohibited substances on OMRI Listed Products.</li> </ul>	<ul style="list-style-type: none"> <li>• Blood Meal</li> <li>• Rock Dust</li> <li>• Potash</li> <li>• Diatomaceous Earth (with guidance)</li> <li>• Worm Castings</li> <li>• Kelp Meal</li> <li>• Alfalfa Meal</li> <li>• Crab Meal (Chitin/Chitosan)</li> <li>• Paramagnetic Rock</li> <li>• Soluble Seaweed</li> <li>• Fish Emulsion</li> <li>• Mycorrhizae/beneficial</li> <li>• Microbes</li> <li>• Carbon in the form of un sulphured molasses</li> <li>• Greensand</li> <li>• Coffee Grounds</li> </ul>	<ul style="list-style-type: none"> <li>• Liquid Bacillus Thuringiensis (BT) No more than twice per crop as an intervention, NOT a preventative. Avoid blossoms and only apply to young tops.</li> <li>• Spinosad. Twice per year according to organic standards.</li> <li>• Horticultural Oil</li> <li>• Rosemary Oil based products</li> <li>• Neem Spray. No more than twice per crop as and intervention NOT a preventative. Avoid blossoms and only apply to young tops, removing old infected foliage instead.</li> </ul>

	<ul style="list-style-type: none"> <li>• Cottonseed Meal</li> <li>• Gypsum</li> <li>• Tock phosphate</li> <li>• Dolomitic Lime</li> <li>• Humus</li> <li>• Fulvic Acid</li> <li>• Compost</li> <li>• Epsom Salts (Foliar only or with documented need)</li> <li>• Manures (with guidance)</li> <li>• Biochar</li> <li>• Any product carrying the OMRI approved label and following their guidance.</li> </ul>	<ul style="list-style-type: none"> <li>• Any product carrying the OMRI approved label and following their guidance.</li> </ul>
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## **ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM**

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES

ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS:

The Cabot Community Garden, (CCG) and/or their directors, officers, employees, volunteers, representatives, and agents, property owners, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that CCG and their directors, officers, volunteers, representatives, agents, and property owners are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers,

monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT.

I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

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Participant's Signature Date Participant's Name Age  
(Please print legibly.)

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Parent/Guardian Signature Date  
(If under 18 years old, Parent or Guardian must also sign.)

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## Rental Costs

Each rentable garden bed is 4'x 8' in size. Each bed will be pre-filled with soil and ready to plant.

**2023** April 15\* -December 31 = **\$150 OPEN**

**2024** January 1\*-December 31= **\$300** Early registration August 1-September 15, for 2023 members only. Registration for all others, September 16-December 31, 2023.

If you plan to continue renting the same bed from 2023-2024, reservation by purchasing 2024 year must be completed by September 15, 2023 to guarantee the same bed.

\*After this date, contact Cabot Community Garden for prorated cost.

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