



## 2025 Living Earth Community Garden Contract

Anyone who will be in the Garden must sign a contract and liability form BEFORE working in the garden.

### Rules, terms and Conditions for participation in the Living Earth Community Gardens

- I use this garden at my own discretion and I agree to abide by its policies and practices.
- I agree to pay the fee for the use of the garden. The fee for a 10x10 plot is on a sliding scale of starting with \$40 for the first plot with each additional plot \$10. The fee is due on or before May 14th and there are no refunds. If I am in need of a scholarship, I will contact Laura Peterson at [lpeterson@livingearthcentermn.org](mailto:lpeterson@livingearthcentermn.org)
- I understand that I must sign both this Contract and the Waiver and Release form before I can enter the gardens and begin gardening. Any person who will be gardening in the Garden MUST sign the waiver. I understand that any person who is gardening without signing the form may be asked to leave until the waiver is signed.
- I understand that in gardening at the Living Earth Community Garden that I am becoming a member of a diverse community. I will respect my neighbors and other gardeners, the Living Earth Center staff, and the property that is provided and not use abusive or profane language or discriminate against others.
- I will work to keep the Garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.
- I will have something planted in my garden plot by June 1.
- I understand that the garden is a no-till area. Hand tools to cultivate plots are available in the barn.
- I understand the Community Garden is organic and will not use any synthetic chemical pesticides, insecticides, fertilizers or weed repellents in or around my plot. This includes but is not limited to Miracle Grow, Round-up, etc. Information on organic gardening methods is available through the Living Earth Center staff or at the Living Earth Center Resource Library.
- I will not grow illegal or invasive plants in the garden. **A \$20 fee will be charged for breaking this rule.**
- If my plot is adjacent to the electric fence, I will keep all produce, grass, soil clear of the fence.
- I will not pick produce from anyone's plot but my own. I will not remove anything that is not mine from the Garden.
- I will be mindful of neighboring plots being careful not to step on plants.
- I will only water my own plot unless asked by another gardener to water theirs.
- I understand smoking is not permitted on the Good Counsel grounds in their entirety including the Community Garden.
- I will maintain the pathways adjacent to my plot.
- I will commit to 4 hours of community garden service over the garden season. A list of service activities that need to be done will be posted in the barn regularly.
- I will keep trash and litter cleaned from my plot, adjacent pathways and surrounding areas. I will place trash in trash cans, recyclables in recycling and organic waste in a compost pile.
- I agree to not bring pets or animals onto the premises.

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- Guests and visitors, including children, may enter the garden only if I accompany them. They must follow all rules, terms, and conditions stated here. I will supervise my children at all times when they are in the garden. I am solely responsible for the behavior of my guests.
- I will not pick fruit or vegetables from the Good Counsel orchard or go beyond designated areas on the SSND campus. This includes but is not limited to the School Sisters raspberries, asparagus, rhubarb and apples.
- I will park in the Loyola High School parking lot directly across the road from the garden. I may use the dirt road by the garden to load or unload supplies only and will return my car to the designated lot.
- I will be responsible for clean-up of my plot and will complete this by **October 31**. Please note, this includes returning all items belonging to the Gardens and removing all personal items including tomato cages, hog panels and other items left in the gardens. *We cannot guarantee that items left in the garden over the winter will be there when you return.* **Any plots with remaining items may be subject to an additional clean up fee of \$30 per plot.**
- If I want to leave my fencing up over the winter, I will prepay for next year's plot fee by **October 31st**.
- If I am away from my plot for an extended time I will make arrangements with someone to harvest my garden or notify the Living Earth Center staff so my garden may be harvested for those in need.
- If I must abandon my plot for any reason, I will notify Living Earth Center staff as soon as possible. Plots that have not been maintained for a season without notification, will be automatically forfeited the following garden season.
- I will not store my personal belongings, garden tools, or other equipment in the Garden or the Barn. Any small items left in the Garden will be placed in lost and found.
- I will keep my plot free of excessive items and garbage and will not have any items deemed hazardous on my plot including but not limited to: boards with exposed nails, garbage or junk, containers containing hazardous materials, rusted cans, broken fencing.
- Living Earth Center will attempt to provide compost in the early spring. I agree only to use one wheelbarrow of compost per plot and pay an additional \$5 per additional wheelbarrow.
- Gardeners are granted access to ONE cattle panel provided by the Living Earth Center on a first come first served basis.
- Garden plots cannot be traded, exchanged or provided by anyone other than official Living Earth Center staff.
- I grant Living Earth Center employees and agents the right to photograph myself and my dependents and use the photo for publication purposes, whether electronic, print, or digital and waive any rights of compensation or ownership thereto.
- Gardeners are not allowed to kill any animals, such as rabbits, woodchucks, snakes, deer, etc. **You will receive one warning and then be asked to leave the garden and forfeit your plot.**

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- I will respect the Garden's property and assets by using shared equipment and tools responsibly and treating them with care.  
**Tool Maintenance:** All tools must be thoroughly cleaned after use, including removing debris and oiling them in the oil and sand bucket as needed. After cleaning, tools should be stored neatly and securely in their designated locations.  
**Broken Tools:** Any broken tools should be placed on the back table for assessment, repair, or replacement.  
**Barn Maintenance:** The barn must be returned to its original state, including sweeping out any dirt or debris brought in during use.  
**Feedback & Suggestions:** Suggestions regarding tools or equipment should be placed in the designated suggestion box.  
**Equipment Restrictions:** I understand that I am not permitted to remove any equipment provided by the Living Earth Center from the Garden.
- All gardeners are responsible for maintaining their plots in a neat and weed-free condition. To prevent the spread of invasive plants and ensure a healthy growing environment for all, gardeners must regularly remove weeds from their plot and surrounding pathways to prevent overgrowth.
- Gardeners will prevent any plants, including weeds, from going to seed, as this can spread unwanted growth throughout the garden.

### Water Use

- I understand that hoses are not permitted in the Garden. Gardeners are strongly encouraged to make use of mulch to conserve use of water. Exemptions are made for those with a medical disability in which case I will provide this medical documentation to the Living Earth Center staff. If I have an approved medical reason for using the hose, I agree to the following:
  - o I will only use the hoses provided by Living Earth Garden located in the barn. After use, I will put the hose away on the cart and roll into the Barn.
  - o I will limit the use of the hose to no more than 10 minutes.
  - o I will water my plot using responsible watering techniques that allow for minimal water usage including putting the hose close to the plant root base.
  - o I will be mindful of other people's plants as I use the hose.

### **Breaking any rules, terms or conditions is cause for exclusion from the garden and loss of your plot.**

- A. Gardeners will receive one verbal warning from the Living Earth Center Director.
- B. If no response or correction is made, a gardener will receive written notice 2 weeks later.
- C. If, in another 2 weeks no correction or response has been made, FINAL NOTIFICATION will be issued forfeiting gardening privileges and plots.
- D. Gardeners may re-apply for a garden only after one year and only at the discretion of the Living Earth Center staff and Garden Committee.

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### **Additional Information:**

#### **Emergency**

For emergencies, please dial 911. There is a First Aid Kit with Band-Aids, gauze and other basic equipment for minor injuries on site in the Barn.

#### **Tornado Warnings**

If tornado sirens go off, please seek shelter down the hill at the nearest public building, such as the Casey's.

#### **General Questions**

For general questions, please contact the Garden Manager at [gardenmanager@livingearthcentermn.org](mailto:gardenmanager@livingearthcentermn.org)

#### **Compost**

Each plot will receive ONE wheelbarrow of compost (if available) provided by Living Earth Center staff and volunteers. If more compost is wanted, it can be purchased for \$5/ wheelbarrow load. Please provide cash or check into the locked comment box in the Barn or the Living Earth Center Office at 1603 N. Riverfront Drive.

#### **Volunteer Teams**

All Gardeners are asked to serve on one volunteer team to keep the Garden thriving. In addition to doing work on your plots we ask that you complete Team tasks as they are needed. Specific tasks and projects for each team are posted on the Board in the Barn.

#### **Monthly Events and Gatherings**

You are warmly invited to attend monthly garden potlucks, events, workshops, and gatherings at the Barn throughout the summer. For more information about the event schedule, please visit [www.livingearthcentermn.org](http://www.livingearthcentermn.org).

#### **Resource and Tool Library**

Did you know that we have books and food preservation tools available to check out in the Living Earth Center Resource Library? With topics ranging from lasagna gardening to climate change and Earth centered spiritual traditions, there is something for everyone. Please come check it out in the Living Earth Center Office at 1603 N Riverfront Dr.

#### **Consider strengthening our roots!**

Living Earth Center relies on the generosity and stewardship of donors. If you believe that Living Earth Center and Community Garden is important to the community, please consider giving or spreading the word about programs and fundraising events. Donations can be made on our website at [www.livingearthcentermn.org](http://www.livingearthcentermn.org)

**Thank you for being a part of this interconnected and important community. We are glad to have you here! If you have questions or concerns, please do not hesitate to contact Laura Peterson, Director of Living Earth Center.**

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**Commitment:**

**I have read, understand and accept these rules, terms, and conditions. Please return this form to the Living Earth Center Director BEFORE you begin gardening.**

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

Please print your name \_\_\_\_\_

Address \_\_\_\_\_

Email address \_\_\_\_\_ Phone # \_\_\_\_\_

