



Community Garden Application

8828 Glendon Way, Rosemead, CA 91770 | 3224 Del Mar Avenue, Rosemead, 91770

Gardener Name: _____

Address: _____

City, State, Zip Code: _____

Home Phone: (____) _____ Mobile Phone: (____) _____

Email: _____

Emergency Contact (Name & Phone): _____

Please select garden plot location:

- ☐ Glendon Way Community Garden (8828 Glendon Way)
- ☐ Del Mar Avenue Community Garden (3224 Del Mar Avenue)

Thank you for your interest in joining the Rosemead Community Garden! The Rosemead Community Garden consists of 26 plots that are available for license by households. This document is a legal contract between you and the City of Rosemead.

A. TEMPORARY RIGHT TO GARDEN

1. **Plot.** You have the temporary right to garden in Plot _____ (the "Plot") in the Garden, as identified in the Garden map attached to this Agreement. Your immediate family members may garden with you as your guests. As long as you remain a Gardener in good standing, you may use the Plot for a period of one year from the date on which this document was approved by the City of Rosemead.
2. **No Refunds.** You understand that you will not receive a refund or reimbursement for your expenses nor any other payment if you decide not to garden, or if the City of Rosemead suspends or terminates your right to garden, even if you have spent time and money on the Garden. You understand that the rights granted by this Agreement apply only to you and do not extend to your guests.
3. **Fees.** When you sign this document, you will pay a fee of \$60 to use the plot. Thereafter, you will pay an annual fee due no later than December 15th of each year. You understand that the fee may increase in future years. Any non-payment of fees for more than 30 days risks termination of gardening privileges.
4. **No Transfers.** Only you and your immediate family can garden in your assigned plot.

B. LIABILITY WAIVER, RELEASE, INDEMNIFICATION, AND ACKNOWLEDGEMENTS

1. **Awareness of Risk:** You understand that participating in the Garden poses the risk of injury to yourself and your guests and/or damage to your personal property. The risks could be caused by you, other Gardeners, the City of Rosemead, or the owner of the property. The risks could also come from the condition of the land where the Garden is located, the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the Garden and can also be due to other Gardeners that may be unskilled.
2. **Assumption of Risk and Waiver and Release of Claims:** In exchange for your right to participate in the Garden, you agree to take on the risk of harm even if the potential harm is caused by someone else. In legal terms, you agree to “assume the risk.” You also agree to waive any right you may have to sue, or otherwise attempt to collect money from, the City of Rosemead, its employees or volunteers, or anyone acting on their behalf (collectively referred to as “Released Parties”) for any losses or damages resulting from death, injury, or property damage to you, anyone else, or any property, that occurs while you or your guests are in the Garden. In legal terms, you waive and release all claims against the Released Parties. You understand that the City of Rosemead would not permit you to participate in the Garden without your agreement to these waivers and releases.
3. **Medical Care Waiver:** You give up any right to sue, or otherwise attempt to collect money from, (“waive and release any claim from”) the Released Parties arising out of any first aid, treatment, or medical service, including the lack of such or timing of such, given in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers’ compensation, or any other benefits that may be maintained by the City of Rosemead.
4. **Indemnification:** You are responsible for any damages or losses suffered by the City of Rosemead that are caused by the actions of you or your guests. In legal terms, you agree to indemnify and hold the Released Parties harmless.
5. **Publicity:** You hereby grant to the City of Rosemead permission to use any image taken of yourself and/or your guests, in video or still, and the likeness and sound of your voice(s) as recorded on audio or video tape, to be used for print or electronic use in any and all of its publications, including website entries, without payment or any other consideration. You understand that your image may be edited, copied, exhibited, published, or distributed for purposes of publicizing its programs or for any other lawful purpose, and waive the right to inspect or approve the finished product wherein your likeness appears. Additionally, you waive any right to royalties or other compensation arising or related to the use of your image or recording. You release the City of Rosemead, its officers, employees, and agents from any and all claims of harm and liability as a result of any distortion, blurring, or alteration, optical illusion, or use in composite form, either intentionally or otherwise which may occur from making, showing, using, or distributing these photographs/video.

C. TERMINATION

1. **Failure to Comply with Agreement or Garden Rules.** You confirm that you have read a copy of the Rosemead Community Garden Rules (Garden Rules) attached to this agreement and you will comply with them. If you fail to abide by the Agreement or the Garden Rules, the City of Rosemead can terminate your right to garden.
2. **Termination of Lease.** The City of Rosemead is a leaseholder of the land where the Community Gardens are located. If Rosemead terminates the lease for the land where the garden is located, your right to garden will end. The City of Rosemead can terminate the lease at any time. The City of Rosemead will notify you if the lease is terminated.

D. OTHER PROVISIONS

1. **Entire Agreement, Severability and Modification.** If any part of this Agreement is deemed invalid or ineffective, the remaining portions of the Agreement will remain in effect.
2. **Contractual Obligation.** You understand that this Agreement shall constitute a contract between yourself and the City of Rosemead, and that the terms of this Agreement may be enforced in a court of law.

I ACKNOWLEDGE THAT I RECEIVED THE COMMUNITY GARDEN RULES AND FURTHERMORE AGREE TO THE POLICIES STATED ABOVE.

Print Name: _____ Assigned Plot #: _____

Signature: _____ Date: _____