

MERRIAM STATION COMMUNITY GARDEN GARDENING AGREEMENT

This agreement is between the Union Park District Council, a Minnesota nonprofit corporation, 161 Snelling Avenue North, Saint Paul, MN 55104 ("UPDC"), acting by and through Merriam Station Community Garden ("MSCG") and _____ ("Gardener" or "Gardeners").

Recitals

Merriam Station Community Garden (MSCG), a community garden established by the Executive Committee of Union Park District Council (UPDC), is located at the northwest quadrant of I-94 and Prior Avenue in the City of Saint Paul; MSCG's land is owned by the Minnesota Department of Transportation (MnDOT) and is leased to the UPDC through a permit issued to the City of Saint Paul by MnDOT; Governance of MSCG is carried out by a Management Team that reports to the Parks and Recreation Committee of the UPDC and is elected annually by MSCG membership; Gardener or Gardeners is a person or group of people that want(s) to rent a plot at MSCG to grow plants or produce for personal use; and this agreement includes a RELEASE FROM LIABILITY, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT, an agreement with the City of St. Paul.

Agreement

1. Effective March 1, 2020 through November 30, 2020.
2. Non-refundable annual rental fees are due April 17, 2020.
3. Gardener agrees to begin work on their plot by Memorial Day, May 25, 2020.
4. Gardener agrees to use only natural and organic materials, fertilizers, and amendments. Use of chemical fertilizers, herbicides, and pesticides is strictly prohibited.
5. Gardener agrees to contribute a minimum of two hours of volunteer work per month, or twelve (12) hours per season from May through October.
6. Gardener agrees to keep their plot and adjacent pathways well-maintained at all times.
7. Gardener pledges to treat others with courtesy and respect.
8. Gardener agrees to provide names and contact information for themselves and all co-gardeners.
9. Gardener agrees to abide by the decisions of the Management Team regarding operations of MSCG. Violation of any condition of this agreement may result in forfeiture of Gardener's plot and rental fee, and termination of this agreement.
10. MnDOT Disclaimer: Gardener understands that MSCG is located on MnDOT right-of-way with existing utility easements affecting the property. As such, MSCG's use of the property could be disrupted or revoked without notice and without compensation to Gardener. UPDC is not liable and shall not be held accountable for any loss of property, including, but not limited to, loss due to theft or vandalism, personal injury, disruption of use due to city utilities, or any other loss or injury occurring at MSCG.
11. Soil Tests: Gardener is aware that various soil test results are available from the Management Team or at www.MerriamStation.org; this includes the one conducted by MnDOT, which is referenced on the following page under RELEASE FROM LIABILITY, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT.

RETURN THIS PAGE WITH YOUR PAYMENT

RELEASE FROM LIABILITY, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT

This Agreement is entered into on **March 1, 2020** by and between _____ (“Gardener” or “Gardeners”) and the City of Saint Paul.

1. The undersigned states that he/she has requested and been assigned a gardening plot at the community garden located on land owned by the Minnesota Department of Transportation (MnDOT) at the northwest quadrant of I-94 and Prior Avenue in the City of St. Paul. The assignment to a gardening plot was made by the Union Park District Council pursuant to a permit issued by MnDOT to the City of St. Paul.
2. The undersigned states that he/she has been provided a copy of or access to the Soil Investigation Work Plan prepared for MnDOT and dated **June 26, 2012**, and states that he/she has read and understood that document.
3. The undersigned agrees, on behalf of himself/herself and other persons who are directly under their custody, care, or control who may use the gardening plot assigned to the undersigned, to release and forever discharge and covenant not to sue the City of Saint Paul and its employees or the State of Minnesota, its Commissioner of Transportation and employees, and also agrees to hold them harmless from any and all claims, demands, and causes of action of any kind that in any way arise out of or relate to his/her use of the assigned garden plot or the operation of the community garden, regardless of whether such injury, death, loss or damage is caused in part by the negligence of MnDOT or the City, or is deemed to be the responsibility of MnDOT or the City because of its failure to supervise, inspect or control the operations at the community garden site, or otherwise discover or prevent actions giving rise to liability of any person.
4. The undersigned attests that he/she has authority to bind all persons who are directly under their custody, care, or control who may use the gardening plot assigned to the undersigned.
5. This Release shall be governed by and construed in accordance with the laws of the State of Minnesota.

PRINTED NAME OF GARDENER _____

Signature _____

Address _____

Date _____

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Gardener Name:

Plot #: _____

Gardener Address:

Phone(s):

Email:

Co-Gardener Name(s) and Email(s):

Enclosed Plot Fee: \$ _____ (\$40 full plot/\$25 half plot/\$5 scholarship)

Plot fees cover the water bill, the purchase and maintenance of equipment, scholarships for discounted plots, and general garden operations. Plot fees do not cover the cost of soil amendments, tilling, or any other personal expenditure of Gardener for its own plot.

Enclosed Donation: \$ _____

Your generosity supports MSCG's sustainability and inclusiveness.

Thank you!

Make checks payable to Union Park District Council and mail it to:

**Gena Berglund
1516 Lincoln Avenue
Saint Paul, MN 55105**

By signing below, I agree that I have read and understood the MERRIAM STATION COMMUNITY GARDEN GARDENING AGREEMENT and agree to all terms, conditions and obligations contained herein.

Gardener Signature:

Date: