



## MEMORANDUM OF UNDERSTANDING

Once I have been assigned a plot, I will cultivate and plant it within two weeks. I will garden year round. My plot can only be left unattended a maximum of two weeks, twice per year.

If I must abandon my plot for any reason, I will notify the Membership and Plots Coordinator so they can re-assign the plot to another member.

I will control weeds, trash, and litter and maintain the areas immediately surrounding my plot. If my plot becomes unkempt, I understand I will be given 2 weeks' notice to clean it up. If the issue has not been addressed by the end of that time, the plot will be re-assigned or tilled in.

I will pick only my own crops unless given written permission by another plot user. I will not take anything from the garden that is not rightfully mine. I will harvest my produce in a timely manner and if I am unable to harvest my produce, I will notify the Membership and Plots Coordinator. I understand that my plot will be harvested and all produce will be donated to a local non-profit.

My plot is (5 x 13) feet. I will not expand my plot beyond this measurement or into paths or other plots. I will keep all my plants within the limits of my garden plot and will not allow any plants to grow more than six feet high. I must keep my plot free of weeds, pests and diseases.

I will use the tools stored in the potting shed only for the purpose for which they were intended. I must clean the tools and return them to their proper place in the shed and close and lock the door. I agree to use the tools and equipment in a responsible manner and I will report any broken or damaged tools to the Membership and Plots Coordinator at 432-221-1185.

I understand this is an organic garden and I will not use fertilizers, insecticides, or weed repellents. A list of safe-to-use products will be posted for all garden members to reference. If I am in doubt about a fertilizer, I will check this list first before using.

I will water my garden responsibly. I will not leave my garden plot unattended while watering. I will report any plumbing issues or damage to Midland Memorial Hospital Facilities immediately by calling 432-221-4855. When finished watering, I will coil the hose and return it to the storage shed.

I will follow the compost guidelines provided on what to add to compost and when I can use it.

I will respect other gardeners and will not discriminate or use abusive or profane language. Music with abusive or profane language is prohibited.

I will not make duplicate keys of any locks at the garden or give my key to another person.

I will not plant any illegal plant. I will not drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs. I will not bring weapons or glass containers to the garden.

I will not smoke, chew tobacco, or use e-cigarettes in the garden. I will not plant any tobacco in my garden. I understand that tobacco carries the mosaic virus which is deadly to some plants.



I will not place windmills or flamingos in my plot. If these decorations are found in my plot, I will be given one weeks' notice to remove them. If they are not removed, I understand they may be removed without my permission.

I will encourage my child(ren) to come with me to the Midland Health Community Garden. I understand it is my responsibility to keep them focused on my garden activities and they will not trespass or disturb other garden plots.

I understand that pets are welcome in the garden but must be restrained on leashes at all times. I am responsible for cleaning up after my pets.

I agree to attend a minimum of 8 monthly garden work days annually, approximately 16 hours of community service. I understand that failure to attend at least 8 garden work days may negatively impact my garden membership renewal. I understand that if I work weekends or am unable to attend the scheduled garden work days, I must make other arrangements with the Membership and Plots Coordinator to complete my 16 service hours.

I will attend at least two Master Gardeners classes, of my choice, per year. I understand that failure to attend at least 2 classes per year may negatively impact my garden membership renewal.

By participating in this Community Garden, I grant Midland Health the right to use, reproduce, assign and/or distribute photographs, films, videotapes, and sound recordings of myself for use in materials they may create.

I understand that neither the garden group nor owners of the land are responsible for my actions. I THEREFORE AGREE TO HOLD HARMLESS THE GARDEN GROUP AND OWNERS OF THE LAND FOR ANY LIABILITY, DAMAGE, LOSS, OR CLAIM THAT OCCURS IN CONNECTION WITH USE OF THE GARDEN BY ME OR ANY OF MY GUESTS.

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please keep a copy of this agreement and the garden bylaws for future reference.