



Garden Use, Waiver of Liability, Release and Indemnification Agreement

City of Glendale Community Garden Location: _____

Gardener Name: _____ Plot # _____

Address: _____ City and State: _____

Phone: _____

E-mail: _____

Emergency Contact: _____

1 TEMPORARY RIGHT TO GARDEN

1.1 Plot

Gardener has the right to garden in the above-numbered Plot in the City of Glendale Community Garden as indicated on the Plot Map, attached hereto as Exhibit 1. Such temporary right to garden is granted for the time period from payment of the fee until the following year's annual Gardeners meeting unless terminated earlier according to this agreement.

1.2 Renewal up to 5 Years Maximum

Gardener is entitled to renew this agreement up to four (4) times, for a maximum of up to five (5) years concurrent right to garden, subject to payment of the annual fee. If the Gardener has no more available renewals and there exists a waiting list at the time of the annual Gardeners meeting, the Gardener may be placed on the waiting list.

1.3 No Refund

There shall not be any refunds or reimbursements for expenses incurred as part of gardening activities.

1.4 Fee

Upon execution of this agreement, Gardener shall pay a fee of \$25 and one-time gate key fee of \$5. The gate key shall be returned at the end of the contract term or at the termination of the contract. Thereafter, Gardener shall also pay an annual fee of \$25 during the annual Gardeners meeting determined by the City. Notice of the meeting will be

posted inside the community garden one month prior to the meeting date. If Gardener is unable to attend the meeting, Gardener shall make arrangements to make a payment at the Community Services and Parks Department Administration Office: 613 E. Broadway, Room 120 within 30 days following the meeting date. Failure to pay the annual fee within 30 days following the meeting date may result in termination of this agreement and reassignment of the plot to a Gardener on the waiting list. The City of Glendale reserves the right to increase the fee in future years.

1.5 No Transfers

Gardener shall not transfer, permit, or re-assign the plot to anyone, including to permitted guests from the Gardener's household. The presence of any person in the plot without the Gardener on site (unless prior written approval has been obtained from the City Representative) will be considered evidence of impermissible transfer and may result in termination of any rights to that plot.

1.6 No Limit on City Rights

No provision of this Agreement and no part of the Rules and Regulations are intended to (i) limit the City's ability to enforce its rights under this Agreement; (ii) limit or qualify a Gardener's obligation to comply with applicable law or the Rules and Regulations; or (iii) limit the City's right to notify and/or involve government authorities as it may determine.

1.7 No Refund or Other Claims

Gardeners under no circumstances will be entitled, directly or indirectly, to any refunds, any direct, incidental, consequential, punitive, or other damages, any other forms of compensation from the City, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of termination from participation in the Garden.

1.8 Waiver

Failure, neglect, or delay by City at any time to enforce the provision of these Rules shall not be considered a waiver of the City's rights under these Rules. Waiver of any breach or provision of these Rules or failure to enforce any breach or provision of these Rules shall not be considered a waiver of any later breach or the right to enforce any provision of these Rules.

1.9 No Discrimination

City shall not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition, ancestry, marital status, citizenship, sexual orientation, gender identity, or status as a veteran.

2 LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

2.1 Awareness of Risk

Gardener understands that participating in the Garden has a risk of injury to self or guests and damage to personal property. Those risks could be caused by Gardener, Gardener's guests, or other gardeners. The risks could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. Gardener also understands that hazardous

conditions may exist at the Garden and that other gardeners may be unskilled.

2.2 Assumption of Risk and Waiver and Release of Claims

In exchange for participation in the Community Garden, Gardener, as well as their heirs, distributees, guardians, legal representatives, and assigns, will not make a claim against, sue, or otherwise prosecute the City of Glendale, its officers, employees, volunteers or anyone acting on their behalf ("Released Parties") for any losses or damages resulting from death, injury, or property damage to you, anyone else, or any property, as a result of using the City's Garden or in any way participating in the activities or operation related to the Garden.

2.3 Medical Care Waiver

Gardener gives up any right to sue or otherwise attempt to collect money 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 Gardener's participation in the Garden. Gardener understands that they are not covered by or eligible for any insurance, health care, workers' compensation, or any other benefits maintained by the City of Glendale.

2.4 Indemnification

Gardener is responsible for any damages or losses suffered by the City of Glendale that are caused by Gardener's or their guests' actions.

2.5 Publicity

Gardener agrees to allow City of Glendale representatives to use any photographs, interviews, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of Gardener or their guests that the City creates in connection with their participation in the Community Garden. Gardener agrees that they do not have to inspect or approve the finished project and are not entitled to any compensation for the finished product.

3 TERMINATION

3.1 Failure to Comply with Agreement or Garden Rules

Gardener confirms that they have read a copy of the Community Garden Rules and Regulations attached to this Agreement and will comply with them. If Gardener fails to follow this Agreement or the Community Garden Rules and Regulations, CSP shall terminate this Agreement and Gardener's right to garden.

3.2 Termination of Agreement

The City of Glendale can terminate the agreement at any time, and for any reason, upon 30 days' notice posted in writing on the plot itself. Notwithstanding this section, the City may terminate this agreement immediately and without notice for any violation of a Rule identified in the section titled "Immediate Termination" in the Rules and Regulations.

GARDENER

By: _____
(signature)

Name: _____

Plot #: _____

Date: _____

CSP Representative

By: _____
(signature)

Name: _____

Title: _____

Date: _____

To Pay the Fees in the form of a check or money order, please make them payable to the *City of Glendale*. Write your plot number on them, also.

Your name _____
Community Garden, Plot # _____
613 E. Broadway, Room 120
Glendale, CA 91206

Questions about the Rules and Regulations?
Call (818) 548-2000