

# City of Fitchburg – Community Gardener Application



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Contact: Scott Endl, Director of Parks, Recreation, and Forestry  
City of Fitchburg  
5520 Lacy Road  
Email: [scott.endl@fitchburgwi.gov](mailto:scott.endl@fitchburgwi.gov)  
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- Garden will be available for use by gardeners from mid May to mid October, subject to weather conditions.
  - Garden plots are 4 feet by 8 feet (raised beds), 10 feet by 10 feet, or 10 by 20 feet.
    - The maximum number of plots allowed per gardener is 2.
      - Garden fees are \$25.00 per plot.
    - **PLEASE SUBMIT A COMPLETED APPLICATION BY 4:00 P.M., FRIDAY, MAY 25, 2018 VIA EMAIL OR HARD COPY, TO SCOTT ENDL AT THE ABOVE CONTACT INFORMATION.**
    - City staff will issue receipt of application to applicant. After receipt is issued, applicant shall submit the applicable garden fee.
    - This application will not be reviewed by the City staff, if staff deems the application is incomplete.
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1. How many garden plots are you requesting? \_\_\_\_\_
2. Are you requesting a plot(s) in a raised bed? \_\_\_Yes \_\_\_No
3. Are you requesting an organic (no use of pesticides/herbicides) plot(s)? \_\_\_Yes \_\_\_No
4. Community gardens take work to maintain. City staff will coordinate two annual garden work days, one at the beginning of the planting season and one at the end. All gardeners are required to commit to a minimum of two (2) hours of work at each of these sessions. Are you willing to attend these work days? \_\_\_Yes \_\_\_No

5. Gardeners are also encouraged to be involved throughout the season to ensure a garden that reflects well on the City and its park system. Are you willing to assist in any of the following? Please check all that apply:

- Garden maintenance (ex: mowing walking paths);
- Organizational or educational activities/events;
- Rule enforcement;
- Garden leadership;

6. Are you a City of Fitchburg resident?  Yes  No

7. Are you a Swan Creek neighborhood resident?  Yes  No

8. Please provide your contact information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Please read pages 3-5 of this application, entitled *City of Fitchburg Community Garden Terms and Conditions*.**

**I have read and understand all information in this application, including the *City of Fitchburg Community Garden Terms and Conditions*, and have provided all required information.**

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

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**Office Use Only:**

*Date Received:* \_\_\_\_\_

*City Staff Review Date:* \_\_\_\_\_

*Number of Plots Requested:* \_\_\_\_\_ *Raised Bed:*  Yes  No

*Plot number assignment:* \_\_\_\_\_

*Fee Amount:* \_\_\_\_\_

*Fee Paid:*  Yes  No

# City of Fitchburg - Community Gardener Terms and Conditions



The following terms and conditions, 1. – 16., shall apply to all individuals (hereafter “Gardener(s)”) using City of Fitchburg’s Swan Creek Park (hereafter “Property”) for community gardening purposes

**1. Annual Use Fee and Application Deadline:** Gardeners shall provide an annual use fee to City of Fitchburg Parks, Recreation, and Forestry Department staff, with fee in accordance with the most recent community garden fee schedule adopted by the City of Fitchburg Common Council. Deadline for 2018 applications shall be 4:00 p.m., May 25.

**2. Access to Garden:** Gardener may have access to the area identified on Exhibit A herein, *Map of Community Garden – Swan Creek Park* (hereafter “Garden”), during normal Property operation hours, from approximately 6:00 a.m. to 10:00 p.m.

**3. Garden Design and Appearance:** Gardener shall adhere to Garden design and layout as identified on Exhibit A herein. Gardener shall maintain the Garden and their plots in a tidy manner, to include but not limited to regular watering, weeding, and cultivating, and removing dead plants, leaves, and other plant/woody debris on their plot. Gardeners shall also be responsible for keeping weeds from encroaching from their plots into neighboring plots and walkways. Gardeners shall place all garden-related refuse in an area of the Garden designated by City staff.

**4. Garden Costs, Materials, and Duties:** Gardeners are solely responsible for the planning and management of their plots, including providing their own seeds, plants, fertilizer, and tools.

**5. Personal Property and Construction Activities:** Gardener may, at their discretion, construct and/or locate temporary, movable storage structures, raised garden beds, fencing, and other associated personal property or infrastructure necessary for Garden operation, subject to review and approval by the City. If Gardeners leave personal property on their plots after termination of their participation in the Garden, the City of Fitchburg shall have the right to dispose of said property.

**6. Use of Pesticides, Herbicides, and Other Chemicals:** Gardener shall avoid use of pesticides, herbicides, and other chemicals in the Garden, and utilize organic gardening methods, to the fullest extent possible. Prior to gardening, the Gardener shall provide the City with a general description of amount and type of pesticides, herbicides, and chemicals to be used in the Garden.

**7. Use of Property Facilities:** Gardener may be allowed normal and reasonable use of Property facilities, including but not limited to restrooms, shelters, and parking areas. If any organized gatherings or events outside of normal Garden operation are planned by Gardener(s), Gardener(s) shall notify the City at least ten (10) business days prior to said gathering/event.

**8. Parking:** Gardener may utilize Property parking areas where available. If no Property parking areas are available, Gardener may utilize City streets for parking, subject to all City ordinances and other applicable laws and regulations.

**9. Use of Products Grown in Garden:** All products grown in the Garden shall be for Gardener's personal use, donated to non-profit, charitable organizations, or distributed in a manner in which financial or monetary profit is not gained by the Gardener. Gardener shall not sell or otherwise distribute any products grown in the Garden for financial or monetary gain or profit.

**11. Growing Restrictions:** Prior to any gardening activity, the City of Fitchburg shall provide a list to Gardeners of items that shall not be grown in the Garden, with said list to serve as an addendum to these terms and conditions.

**10. Damage to Property:** Should any Gardener activities result in any damages to the Property, Gardeners shall repair such damage at Gardener's own expense, or Gardener agrees to compensate City for the value of any damages on the Property.

**11. Nuisance Complaints:** Gardener shall ensure that all Garden activities and by-products thereof, including but not limited to water run-off, dust, Garden visitors, and noise do not compromise any other Property uses, or serve as a nuisance to other Property users or adjacent landowners. If the City receives complaints regarding the Garden or Gardener, said complaints shall be addressed in the manner identified in 12. herein.

**12. Garden Oversight:** In the event the City receives complaints that it believes to be legitimate, the City may require the Gardener to take remedial actions, or the City may terminate use of the Property as a Garden, pursuant to 15. herein. Specifically, any Gardener not maintaining a plot and walkway in the manner identified in 3. herein, shall receive a warning from City staff. If no action is taken by the Gardener within two (2) weeks of the warning, the City reserves the right to reclaim the plot.

**13. Acknowledgment of Risks:** Gardener acknowledges and understands that there are risks and dangers involved in entering onto the Property for the purpose of gardening, including but not limited to injury from normal Garden activities and food borne illness arising from consuming produce grown in the Garden. **Gardener assume all risk of loss, injury, and illness, however caused, arising in connection with gardening on the Property.**

**14. Agreement to Release City from Liability:** Gardener agrees to indemnify, hold harmless, and defend the City from all claims, liability, or demands that Gardeners or any third party may make against the City for injury, loss, or damage arising from use of the Property, or consuming produce grown in the Garden. **This clause shall serve as a complete release, discharge, and waiver of any and all actions, causes of action, or lawsuits against the City arising in connection with Gardeners presence on the Property.**

**15. Termination:** The City of Fitchburg retains the right to terminate use of the Property for a Garden at any time. The City may terminate the use of the Property for a Garden for any reason, including but not limited to the following, a. – c.:

- a. The City decides to sell the Property or use it in a manner that is not compatible with the Garden;
- b. Gardeners are found to be in violation of any City ordinance or applicable law or regulation resulting from use of the Property;

c. Gardeners fail to comply with the terms and conditions identified herein;

**16. Responsibilities and Rights upon Termination:** Upon termination of use of the Property for a Garden, Gardener shall cease gardening on the Property, and the Gardener shall ensure the Property is left in a tidy condition, with all Gardener personal property, and any materials constructed or located, including but not limited to storage structures, raised garden beds, and fencing, removed within thirty (30) days of said termination. The City shall not require removal of Garden plants upon termination, but the Gardener may remove them at their discretion.

**Exhibit A:**

**Community Garden Location and Layout – Swan Creek Park**

**(Garden Location and Layout is Approximate and Subject to Change)**

