

## **BARCLAY FARMSTEAD PLANT-A-PATCH PROGRAM 2021 MEMO OF UNDERSTANDING**

It is hereby mutually agreed by the Gardener and the Township of Cherry Hill, that in exchange for consideration of a fee, the Gardener shall have use of an assigned plot(s) of ground under the terms and considerations set forth below:

- A. The use of the plot by the Gardener will run from approximately mid-April through mid-October. ***All non-organic material including, but not limited to, tools, stakes, strings and plastic materials must be removed by Gardeners no later than Sunday, October 10, 2021. Failure to comply will result in forfeiture of plot(s) for following season.***
- B. You must be actively gardening by **May 31<sup>st</sup>**. After that date, the Township reserves the right to forfeit, adopt and/or re-assign abandoned/unattended plots.
- C. There must be a two-foot walkway to the right side of each plot. The walkway must be kept clear of any debris, tools, weeds or potholes.
- D. The Township of Cherry Hill will have water available for gardening at the site, except when restricted by the State. *Watering will be limited for each Gardener to one hour per day and gardeners must be present when sprinklers are in use.* Please turn off the water at the main valve when not in use. Please report any leaks to the office.
- E. **All trash and debris is to be discarded in the appropriate receptacle per the guidelines.** The Township of Cherry Hill will empty trash cans at the site on a regular basis. Your cooperation to minimize trash and keep the Farmstead property clean is greatly appreciated. Please refer to the *Recycling, Trash and Yard Waste Guidelines to know what goes in each container.*
- F. All cars and trucks at the Farmstead must be parked either on the roadway or in the parking lot. Vehicles are prohibited from driving or parking on the grass. Out of respect to our neighbors, gardeners are encouraged to park in the Farmstead parking lot and not on the adjacent residential streets.
- G. Removing stakes with assigned names or changing the location of stakes is strictly prohibited. Requests for plot relocation must be received and approved by the office.
- H. Hoses must remain in garden plots when not in use; any hoses left in the walkways, grassy areas or hanging on the fence will be confiscated.
- I. Plows and/or rototillers are not to be used before 9:00 AM.
- J. No insecticide may be used in the garden area as the Township has designated the Farmstead a "Pesticide Free Zone." No fertilizer or weed repellent should be used that in any way detrimentally affects adjacent garden areas. No pressure-treated wood of any kind is to be used in or around the garden area. Organic gardening is strongly encouraged.
- K. Children are to be supervised at all times.
- L. Dogs and other pets must be curbed and under control at all times.
- M. Gardeners are asked to use sound judgment when choosing materials (fencing, sheeting, etc.) that are environmentally-friendly and fitting to the natural and historic landscape of the property; the Township reserves the right to restrict inappropriate materials. This includes, but is not necessarily limited to: construction/snow fencing and opaque landscape fabric.
- N. **Carpet and artificial turf are prohibited.** Newspaper or cardboard used as mulch must be properly secured to avoid littering.
- O. Anyone found growing drug-producing plants will forfeit gardening privileges and be prosecuted to the fullest extent of the law.
- P. **RELEASE AND WAIVER:** Gardener does hereby release and forever discharge and hold harmless the Township and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Gardener's Activities with the Township. Gardener understands that this Release discharges the Township from any liability or claim that the Gardener may have against the Township with respect to any bodily injury, illness, death, or property damage that may result from Gardener's Activities with the Township, whether cause by the negligence of Township or its officers, directors, employees or agents or otherwise. Gardener also understands that the Township does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

- Q. MEDICAL TREATMENT: Gardener does hereby release and forever discharge the Township from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Gardener's Activities with the Township.
- R. Gardener hereby expressly and specifically assumes the risk of injury or harm in the activities performed pursuant to the Plant-a-Patch Program and releases the Township from all liability for injury, illness, death, or property damage resulting from those activities.

**FAILURE TO COMPLY WITH ANY TERMS OUTLINED IN THE MEMO OF UNDERSTANDING**  
**WILL RESULT IN FORFEITURE OF GARDENING PRIVILEGES.**  
**NO EXCEPTIONS.**