



2020 NIAGARA COMMUNITY GARDEN APPLICATION

P.O. Box 790, 433 South First Street, Montrose, CO 81401 | Phone 970-240-1420 / Fax 970-252-4720 | www.cityofmontrose.org

About the Garden: Niagara Community Garden (NCG), established in 2014, is a community-based organic gardening opportunity open to all and comprised of 46 plots. We welcome you to meet, grow and harvest with your neighbors!

NCG is located at 2424 E. Niagara Road. There are twelve (12) 10ft. x 20 ft., twenty-four (24) 10ft. x 10ft., and ten (10) wheelchair-height 5ft. x 20ft. garden plots available. The use of natural compost is encouraged. The garden will be open from late April through October. Gardeners may reserve up to two plots; reservation of more than two will be reviewed by the volunteer Niagara Community Garden Committee (NCGC).

All gardeners are expected to participate in a minimum of two (2) NCG Work Days, which will be held on the last Saturday of each month, May-October. **Attendance at the season-opening Orientation Meeting is mandatory (see below schedule).**

Fees and Deposit: Fees help cover the cost of water for each plot. In addition, a \$25 deposit is required. The deposit will be returned to gardeners who attend two (2) NCG Work Days, and clean up their plot(s) before the garden's scheduled close date. In the event that plots are abandoned, or if gardeners don't attend work days, the deposit is forfeited and will be used to support garden maintenance and improvements. Refund checks for qualifying gardeners will be mailed to the address on file in December.

Returning gardeners who want to continue with their same plots must submit their renewal application and payment by the April deadline (see schedule). All remaining plots are available on a first come, first served basis. If more applications are submitted than plots available, there will be a waiting list.

Schedule

April 10: Applications / payments due for returning gardeners to keep their same plots

April 17: Gardeners notified about application approval and designated beds

May 2: Mandatory orientation, 10am at the Niagara Garden*

*In event of rain / snow, orientation will be held in the Montrose Visitor Center, 107 S. Cascade Ave.

May TBA (early to mid-month): Irrigation water to beds turned on, weather dependent

Last Saturday of the month, May-October: NCG Work Day (9-11 a.m.)

October TBA (likely mid-month): Irrigation to beds is shut off, weather dependent

October 31: Last day of season; beds must be cleared for gardener to receive deposit

Please contact the City of Montrose with any questions.

Email: communitygarden@cityofmontrose.org / Phone: 970-240-1421

Website: www.cityofmontrose.org/560/Niagara-Community-Garden

As a Niagara Community Garden (NCG) site user, indicating my agreement to abide by the following rules, terms and conditions, I will:

1. Use only the garden space assigned to me by the volunteer Niagara Community Garden Committee (NCGC). I will not alter or remove plants from other garden areas.
2. Pay the required plot fee plus a \$25 deposit to the City of Montrose by the application deadline, or my plot may be reassigned.
3. Begin planting my plot by June 1, unless alternative arrangements have been approved in advance by the NCGC, or my plot may be reassigned.
4. Be present only when the garden is open, from dawn to dusk; **ensure the gate lock is secure**; not engage in sales of any kind at the garden; and not bring pets, other than designated service animals, into the garden area.
5. Park on and use designated driveways and gravel surfaces. This means parking parallel under the large cottonwood trees, NOT between them. I understand that motor vehicles are not allowed within the garden.
6. Maintain my plot and the adjacent areas, including nearby pathways and fences. If I fail to control irrigation overspray, weeds, pests, and plant diseases, the NCGC will intervene by giving me one (1) written notice and seven (7) days to remedy the condition of my plot. Failure to respond will result in the loss of my deposit and further action by the NCGC as necessary. My plot will be forfeited and reassigned to another gardener.
7. If I must abandon my plot for any reason, I will notify the NCGC in advance. Any plot not planted after June 1 will be considered abandoned, and no refunds will be issued.
8. Supply any needed tools, seeds, plants and other materials for my plot. The designated plot and irrigation water are included as a part of my plot fee.
9. Assist in the maintenance of pathways and common garden areas in addition to my own plot, ensuring that the gardens are maintained and in good standing for seasons to come.
10. Remove healthy plant materials from my plot and add them to the active compost bin, as marked. **I will place weeds and diseased plant materials in the trash bins provided by the City.** I will put any kitchen scraps, less dense plant material in the west (far right) active compost bin. I will not put anything in the left-side double compost bin, which will be maintained by the Compost Coordinator for future use. Woody stems and thick vegetation (**NO weeds!**) go in the long-term bin, east of the double compost bins.
11. Be responsible for water management in the area within my plot. I agree that failure to resolve irrigation waste issues or broken irrigation systems within 7 days of reporting will result in the loss of my \$25 deposit. I will report overspray or runoff into the communal area from plots to the plot owner, the NCGC, or both.
12. Not modify the irrigation system without the expressed consent of the NCGC.
13. If using a rototiller, I will be careful to avoid the area around the spigots and irrigation piping. I will clear these areas by hand. If I damage the plumbing, I agree to be 100% responsible for the repair.
14. Plant my plot in a manner which does not infringe on the space of surrounding gardeners. I understand that this includes, but is not limited to: allowing tall plants to shade neighboring plots, planting sprawling varieties that encroach on another's area, or caring improperly for plants.
15. Plant no illegal plants, not smoke, drink alcoholic beverages, or use illegal drugs inside or outside the garden area. (Marijuana also is prohibited). I will not come to the garden while under the influence of alcohol or drugs. I will not bring weapons into the garden.
16. Use only organic pest and weed control substances and fertilization methods. If I suspect that a chemical fertilizer or pesticide is being used within a garden plot, I will notify the NCGC. If I see a gardener using such prohibited products, I will remind them that the garden plots are intended to be organic and free of chemical products (e.g, Miracle Gro, 2-4 D, RoundUp, etc.).
17. Respect other gardeners and garden visitors, not use abusive or profane language, or discriminate against others. If visitors to the garden are not following the garden rules, I will ask them to leave the garden, and notify the NCGC of the incident.
18. Clean up my plot, completely removing all plants, weeds, debris and other materials to the appropriate areas as mentioned above, no later than October 31, as a condition for receiving my \$25 deposit refund.
19. Participate in at least two (2) of the monthly NCG Work Days, as a condition for receiving my \$25 deposit refund. These events are designed to improve the garden space, and are essential to the growth of the community garden. Deposit refund checks are mailed to the address on file in December.

Submit application to City of Montrose, 433 S. 1st Street, Montrose, CO 81401 with check payable to City of Montrose.

Name(s): _____

Address: _____

Telephone No.: _____

Email Address: _____

I would like to be considered for a wheelchair-height plot 5' x 20' Plot (\$25)

I would like to be considered for a 10' X 10' Plot (\$15)

I would like to be considered for a 10' X 20' Plot (\$30)

<input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Check #: _____	Assigned Plot Number(s):
Amount Paid for Plot(s): \$	Total Amount Paid: \$
<input type="checkbox"/> Deposit (\$25) Paid	Deposit Refund Date Paid:

I have read and agreed to the above community garden guidelines:

Signature

Date

Waiver and Release of Liability

I, the undersigned participant, exercising my own free choice to participate voluntarily in the Niagara Community Garden at 2424 E. Niagara Road, and promising to take due care during such participation, hereby acknowledge that I have been informed of the nature of the activities and that I am aware of the hazards and risks which may be associated with my participation in the above-named activities, including the risks of bodily injury, death or damage to property which may occur from known or unknown causes. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, equipment, and actions of other people, including but not limited to, participants, volunteers, and the City of Montrose and its officers, agents, employees, and any other persons or entities acting on its behalf. I hereby assume all the risks of participation in the Niagara Community Garden at 2424 E. Niagara Road. I realize that liability may arise from negligence or carelessness on the part of the person or entities being released, from dangerous or defective equipment, property, or facilities owned, maintained, or controlled by them or because of their possible liability without fault. I acknowledge that this Waiver and Release of Liability will be used by the City of Montrose and that it will govern my actions and responsibilities while at the Niagara Community Garden at 2424 E. Niagara Road.

In consideration of my application and permitting me to participate in the Niagara Community Garden at 2424 E. Niagara Road, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows:

- 1) Waive, release and discharge from any and all liability for my death, disability, personal injury, property damage, property theft or action of any kind which may hereafter accrue to me while participating in the Niagara Community Garden at 2424 E. Niagara Road, the City of Montrose and associated entities.
- 2) Indemnify and hold harmless the City of Montrose and its officers, agents, employees, and any other persons or entities acting on their behalf, and their successors and assigns from any and all liabilities or claims made by any other individuals or entities as a result of my, or, actions during participation in the Niagara Community Garden at 2424 E. Niagara Road.

Signature

Date