

Village of Lake Barrington Freier Farm Community Garden Policies, Rules, and Agreement



Village of Lake Barrington, IL
23860 Old Barrington Road
847-381-6010
lakebarrington@lakebarrington.org
Adopted: October 3, 2013

Village of Lake Barrington Freier Farm Community Garden - Policies, Rules, and Agreement

The Village of Lake Barrington has developed the Freier Farm Community Garden for the benefit of its residents. The following Policies, Rules, and Agreement were approved by the Village Board of Trustees on October 3, 2013

CGP - COMMUNITY GARDEN POLICIES:

CGP1-1. **General:** The Village of Lake Barrington Freier Farm Community Garden exists at the discretion of the Village of Lake Barrington. Its purpose is to allow Village residents to grow fruits and vegetables for their own or charitable use, and to preserve the farming history of the Village.

CGP1-2. **Number and Design Plots:** The plots will be designed, staked, and numbered by the Village similar to the following

WALKWAY AND PREP AREA			
1	2	3	4 ADA/Storage
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20

CGP1-3. **Application for Plot:** All Village residents are eligible to secure a plot. Residents must complete an application form and read and sign the Community Garden Agreement. One application/plot per household.

CGP1-4. **Selection:** Applications will be drawn at random on **April 15th** and Plots designated either as requested on the application form or by first available number. In the event that demand should out pace supply, the Village will develop a method to provide for access to all residents most likely limiting Plot use in 24-36 month periods. Non-residents may also be eligible if plots remain available after all eligible resident application requests for plots have been satisfied, and random drawing(s) may be used for non-resident applications, if necessary

CGR - COMMUNITY GARDEN RULES:

The Community Garden Rules (“CGRs”) are designed to be followed along with the attached Community Gardener’s Agreement. The CGRs are intended to:

- Maintain the safety of all gardeners.
- Maintain the property for current and future gardeners.
- Prevent disturbances to neighboring property owners and residents.
- Establish rules for operation and use.
- Establish penalties for failure to comply with the rules of operation and use.

FREIER FRAM COMMUNITY GARDEN RULES	
CGR1-1. Season:	The Garden is open and accessible from April/May – November.
CGR1-2. Hours:	Gardeners may be in the Garden from dawn to dusk.
CGR1-3. Use of Own Plot:	Gardeners may use only the plots assigned to them and will maintain their plants within their plots and will trim any plants that extend into neighboring plots or into common areas. Gardeners may not alter the dimensions of their plot.
CGR1-4. Plantings:	Gardeners may plant vegetables, fruits, and flowers. Gardeners may not maintain plantings or plant-supporting structures that impede the security of the garden or impede adjacent gardeners’ access to sunlight by the nature of their height, material or density.
CGR1-5. Supplies:	Gardeners are solely responsible for the planning and management of their own plots, including providing their own seeds, plants, fertilizer, and any tools not provided by the Village.
CGR1-6. Organics, Fertilizers, and Pest Control:	Gardeners are encouraged but not required to garden organically. Use of fertilizers, pesticides, and herbicides, must be per manufacturers specifications. Rodenticides are not permitted.
CGR1-7. Water:	Each Gardener is responsible for watering his or her own plot using the hose provided by the Village. Gardeners will not overwater their plants or leave a hose unattended. Sprinklers are not permitted. If a hose is left running unattended, this will be cause for immediate revocation of plot.
CGR1-8. Tools:	Gardeners may bring their own tools into the Garden to use in their plots, but they cannot store any tools in the Garden.
CGR1-9. Plot Maintenance and Trash:	Gardeners will maintain their plots and adjacent paths in a clean and neat fashion, promptly removing any weeds (weed control fabric use is encouraged), overgrowth, or other waste from their plot. Gardeners will promptly harvest edible plants. Gardeners are responsible for hauling and disposing of their own trash.

CGR1-10. Compost:	Gardeners will place any organic waste such as weeds, dead plants, or rotten produce, in the compost pile/container designated by the Village
CGR1-11. Absence:	Gardeners may not abandon their plots. Abandonment means failing to maintain a plot for 3 weeks during the growing season. If a Gardener must be away from the Garden for more than 3 weeks he or she must inform Village.
CGR1-12. Common Tools:	The Village will provide a set of tools in a storage shed in the Garden for use by all Gardeners (“Common Tools.”) Gardeners will return the Common Tools to the storage shed as soon as they are finished using them.
CGR1-13. Common Responsibilities:	Gardeners will keep clean and neat any common areas such as pathways and storage shed. Gardeners will promptly report any concerns about the safety of the Garden to the Village. If there is vandalism, storm damage, or other damage to the Garden, all Gardeners are expected to help in cleaning up and restoring the Garden to its prior condition, but the Village will bear the cost of the repairs.
CGR1-14. Garden Work Days:	All Gardeners must participate in 3 Garden Work Days per year, where they participate in cleaning and maintaining the Garden.
CGR1-15. Garden Management:	The Village of Lake Barrington Village Board of Trustees or its designee has complete authority to interpret the Rules and make decisions.
CGR1-16. Annual Meeting:	Once a year, the Village will invite all Gardeners to an annual meeting to notify Gardeners of any changes made in how the Garden operates, these Rules, in assignments of plots, to discuss any issues or concerns. The Village will provide email notice of the annual meeting.
CGR1-17. Pets:	Gardeners may bring their pets into the Garden only if Gardeners keep them on a leash or other restraint for the entire time the pets are in the Garden. Gardeners are responsible for cleaning up after their pets and ensuring that their pets stay on their plots and do not interfere with activities or damage plants on other plots. If other Gardeners complain about the pet, Gardener will remove it from the Garden.
CGR1-18. No Illegal Plants:	Gardeners may not grow any plants considered illegal under state or federal law. For example, Gardeners may not grow Cannabis sativa (marijuana), whether or not the use of marijuana may be lawful for medical purposes under state law.
CGR1-19. No Smoking:	Gardeners may not smoke in the Garden.
CGR1-20. No Alcohol/Drug Use:	Gardeners may not consume or use alcohol or illegal drugs while on the Garden premises.

CGR1-21. No Fires or Cooking:	Gardeners may not start or maintain a campfire, burn weeds, use a barbecue grill, or cook in the Garden.
CGR1-22. No Loud Music:	Gardeners may not play music or the radio loud enough to be a nuisance to other Gardeners or to the Garden's neighbors.
CGR1-23. No Sales:	The Garden is for personal, non-commercial, and charitable use only. Gardeners may not sell any produce or flowers grown in the Garden.
CGR1-24. Dispute Resolution:	Gardeners will raise with the Village any disputes about the Garden or with fellow Gardeners. The Village will have the power to hear these disputes and will resolve them in the best interest of the Garden.
CGR1-25. Rules Violations:	If a Gardener violates these Rules, the Village will inform Gardener of the violation by sending an email to Gardener or putting a red flag on Gardener's plot. The Gardener will have one week to correct the violation. If the violation is not corrected within one week, as determined by the Village at its discretion, the Village may terminate the Gardener's Agreement. After termination, Gardener will have two weeks to harvest and clean up the plot. The Village may, at its discretion, immediately terminate the Gardener's right to participate in the Garden for egregious rules violations of illegal activity. If that occurs, the Gardener must leave the Garden by the end of Garden hours on the termination day and may not re-enter without the Village's permission.
CGR1-26. No Refund or Other Claims:	Gardeners under no circumstances will be entitled, directly or indirectly, to any refunds.
CGR1-27. Changes in the Rules:	The Village may amend these Rules at its discretion without advance notice. The Village will provide all Gardeners with a copy of the current Rules.
CGR1-28. No Discrimination:	Sponsor will 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.

CGA: COMMUNITY GARDEN AGREEMENT:

Welcome to the Freier Farm Community Garden (the "Garden"). This document is a legal contract between you and the Village of Lake Barrington.

- CGA1-1. **Plot.** You have the temporary right to garden in plot (the "Plot") in the Garden, *as* identified in the Garden map attached to this agreement. Your immediate family members may garden with you as your guests. You may use the Plot starting **May 1**.
- CGA1-2. **Fee.** When you sign this document, you will pay a resident fee of **\$50** to use the Plot, the non-resident fee is **\$70**. Thereafter, you will pay an annual fee, no later than May 1. You understand that the Village may increase the fee in future years.
- CGA1-3. **Awareness of Risk.** You understand that participating in the Garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other gardeners, the Village. 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. You also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.
- CGA1-4. **Assumption of Risk and Waiver and Release of Claims.** In exchange for your right to participate in the Garden, you agree to take on the risk of harm even if the potential harm is caused by someone else.
- CGA1-5. **Medical Care Waiver.** You give up any right to sue or otherwise attempt to collect money from ("waive and release any claim 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 your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers' compensation, or any other benefits maintained by the Village.
- CGA1-6. **Indemnification.** You are responsible for any damages or losses suffered by the Village that are caused by your or your guests' actions.
- CGA1-7. **Publicity.** You agree to allow us or the Village to use any photographs, interviews, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of you or your guests that we or others may create in connection with your or your guest's participation in the Garden. You agree that you do not have to inspect or approve the finished project and you are not entitled to any compensation for the finished product.
- CGA1-8. **Failure to Comply with Agreement or Garden Rules.** You confirm that you have read a copy of the *Freier Farm Community Garden Rules* attached to this Agreement and you will comply with them. If you fail to obey the Agreement or the Garden Rules, we can terminate your right to garden.
- CGA1-9. **Entire Agreement, Severability and Modification.** If any part of this Agreement is ineffective, the remaining portions of the Agreement remain in effect. Any changes to this Agreement have to be in writing and signed by you and the Sponsor.

GARDENER
Signed:
Printed:
Date:

Village of Lake Barrington

23860 N. Old Barrington Road

Lake Barrington, IL 60010

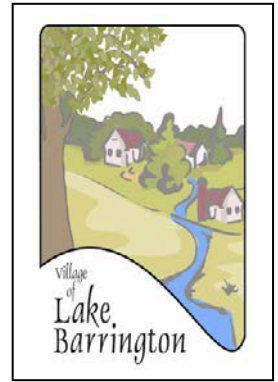
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Village of Lake Barrington
Freier Farm Community Garden
Policies, Rules, and Agreement



Application for Freier Farm Community Farm Plot

Applicant Name:		
Home Address (must be a resident of Lake Barrington):		
Telephone Number:		
Email Address:		
Reviewed Freier Farm Community Garden Rules :	YES	NO
Return Sign Community Garden Agreement:	YES	NO

Signature of Applicant

Print Name

Date

Village to Complete Below

Application Deposition	Notes			
Approved:	Yes	No		
Plot #:				
Approved By and Signature:	Signed: _____			
Disposition Date:				
Fee Paid \$ _____ \$50 Resident \$70 Non- Resident	2017	2018	2019	2020