



TOWNSHIP OF WAYNE
 Department of Parks & Recreation
 475 Valley Road
 Wayne, NJ 07470



2024 COMMUNITY GARDEN APPLICATION

NAME: _____ E-MAIL: _____

ADDRESS: _____

HOME PHONE: _____ CELL PHONE: _____

2023 GARDEN PLOT # (if applicable) _____

Fee: \$20.00 per plot for one year. Payment is due at the time of application.
Please note that payment is non-refundable. Please make checks payable to: Township of Wayne
 When registering in person, cash, check or credit card are accepted.

All gardeners are limited to one plot per household prior to April 12, 2024. Additional plots may be available after April 15, 2024. Please check back if interested. Garden Plots are 2' x 8' and are located at Van Riper Hooper House, 533 Berdan Ave., Wayne, NJ.

Registrations may be mailed, or dropped off to: Wayne Parks & Recreation
 475 Valley Road, Wayne, NJ 07470

Parks & Recreation office hours are M - F, 8:30 a.m. to 4:30 p.m., open late on Tuesdays until 7:00 p.m.

I hereby agree that I have read and agree to abide by the 2024 Community Garden Rules and Regulations, supplied separately.

 Print Name

 Date

 Signature

To update your information, please contact:
 Ryan Edge, Landscape Supervisor
 Wayne Parks & Recreation
 973-694-1800 x 3375
edger@waynetownship.com

For Township Use Only
 Plot # _____
 Payment Type: _____
 Date Received: _____

WAYNE TOWNSHIP COMMUNITY GARDEN MEMBERSHIP AGREEMENT 2024

By executing this Membership Agreement and being accepted as a member with privileges to garden at the Wayne Township Community Garden, the Gardener agrees to abide by all of the rules, policies and practices set forth herein and those posted throughout the Community Garden grounds. The Gardener understands and agrees that these rules, policies and practices may be subject to change at any time at the sole discretion of Township of Wayne. The Gardener further understands that failure to abide by these rules, policies and practices is grounds for expulsion from the Community Garden for a length of time to be determined by the Township.

Important dates for the 2024 Season: Registration begins March 1 – March 28, 2024 All returning gardeners have first opportunity to purchase their previous year garden plot. April 1 – April 12, 2024 All Garden plots are open to the public on a first come, first serve basis. Any garden plot that is vacant after April 15th will be made available to gardeners who would like to purchase a second plot. Interested parties can register for their garden plot at the Parks and Recreation office, located at 475 Valley Road, or by mail. The office is open Monday-Friday from 8:30 AM to 4:30 PM. On Tuesdays, the office is open until 7:00 PM. On or before November 11, 2024, all gardens must be cleaned up of debris, weeds and plant material.

A. ANNUAL FEES

Gardeners are responsible for the annual rental of a Community Garden standard individual plot at an annual cost of \$20 per plot. Please note that Membership and Registration fees are non-refundable and must be paid at the time of application.

B. RULES OF OPERATION

Hours: During the 2024 season, the Community Garden will be open from dawn until dusk each day between April 1 and November 11, 2024. Gates must be kept closed and locked up whenever the Gardener is the last to leave at any time during the day.

Season opening: Cultivation and planting can be started on April 1, 2024, and plots must be tended through the time of fall cleanup which will be completed no later than November 11, 2024. Gardeners should plan on spending at least four hours per week on plot maintenance in order to cultivate a productive and attractive garden plot. Please refer to section VIOLATION OF MEMBERSHIP RULES.

Parking: Parking shall be in designated areas only. Failure to do so will result in expulsion from the Community Garden.

Use of Equipment: Each Gardener is expected to bring their own tools. No equipment will be provided. The Community Garden will not be responsible for personal items left at the plot or the Community Garden.

Harvesting: Crops must be harvested once they are mature.

Weeding: Maintenance of garden plots includes WEEDING. All weeds, rocks and other similar waste are to be disposed of in on-site receptacles.

Structures: No structure may be constructed within the Community Garden.

Decorative Flowers: Refrain from propagating decorative flowers in the garden plots. The intent of the garden is to promote organic gardening and growing food for sustainability in a community setting.

Community Garden's Watering System: The water from the Community Garden's watering system is non-potable and is only to be used on the crops. Gardeners are responsible for the proper use of the water facilities including conserving the use of water at all times, abiding by water restrictions if applicable and making sure that water is turned off and not leaking when not in use.

C. RULES OF CONDUCT

Behavior: At all times while on the Community Garden grounds, the Gardener agrees to be respectful of other gardeners. The Gardener will keep his or her plot and surrounding areas well-tended, dispose of plant material, rocks and extraneous materials on their own. Gardeners will remove anything brought from home. While on Community Garden grounds, the Gardener will not engage in any prohibited behavior including the cultivation of illegal plants, flowers, smoking, drinking, gambling, or using illegal drugs. The Gardener also agrees and understands that he or she will not bring weapons of any kind, pets or other animals into the Garden as these are prohibited. It is asked that courtesy be shown when using cellular phones and that all phone calls be taken outside of the fenced in area and/or away from anyone in hearing distance.

Removal of items, produce and plantings from the plots of other Gardeners: Under no circumstances may the Gardener borrow or remove anything from the plots of other gardeners. In the event vandalism or theft is discovered, please notify the Township immediately. State Statute 2C:20-3.a “Theft by unlawful taking” is considered a disorderly persons’ offense. If you witness an unauthorized person “stealing” from a garden plot please call the Wayne Police. In addition, do NOT water another Gardener’s plot without permission. Anyone caught in the act of vandalism or theft will be removed immediately and permanently banned from the Community Garden.

Use of Fertilizers and Pesticides: For the health and safety of all participants, organic methods and products should be used in the Community Garden. Non-organic pesticides, fungicides, herbicides and fertilizers are discouraged.

Prohibited items: Impermissible items include bug lures, unattended watering mechanisms and the planting of invasive species and cover crops.

Gardener Absences: Gardeners shall notify the Township by filing an absentee form if you are unable to maintain your plot for any period of time or if you wish to turn your plot back over to the Township for re-assignment to another applicant (please note that Membership and Registration fees are non-refundable). Please also notify the Township if you wish anyone to enter your plot during your absence.

Visitors, Guests, Children: The Gardener agrees to accompany and supervise any guest, visitor and/or children brought into the Community Garden at all times and also agrees to be responsible for the conduct of any of these parties. The Community Garden will not be held responsible for any injuries sustained by any visitor, guest or child.

Fall Cleanup: During Fall cleanup, any stakes, trellising, netting, fencing, plastic materials, tomato cages, watering cans, etc., must be removed from all gardening plots by the Plot Owner. All plants and weeds must also be completely removed. Please note that a thoroughly cleaned garden plot is a condition to being invited to renew your membership for future seasons. This requirement does not include perennial plants or winter crops.

D. VIOLATION OF MEMBERSHIP RULES

In the event the Gardener violates any of the Community Garden’s rules, policies, or practices, the Gardener will be issued a written notification by the Township and will be provided with reasonable opportunity to redress/correct the violation. In the event that no redress/correction is made and no response to the notification is received within two (2) calendar weeks of the date of the written notification, a second notice will be issued. If no redress/correction is made and no response is received within two (2) calendar weeks following the second notice, a final notice will be issued informing the Gardener of the Suspension, or total forfeiture of gardening privileges and access to the garden plot(s). Please note that, at the discretion of the Township, a Gardener’s violation of any rules may result in the Gardener being prohibited from future participation in the Community Garden.

All rules, terms and conditions of participation with the Wayne Township Community Garden are established by the Township of Wayne. By executing this Agreement, the Gardener acknowledges and agrees that in the event that Gardener violates any of the rules, terms and conditions set forth herein, at the sole discretion of the Township, the Gardener’s participation may be immediately suspended and may result in permanent loss of the use of the Gardener’s plot. There will be no refund for suspension as the membership and registration fees are non-refundable.

E. HOLD HARMLESS

I hereby acknowledge that I have been requested to sign an agreement which states that I will be responsible to make the Township of Wayne, its directors, officers, agents and employees whole from any claim, lawsuit, settlement, or judgment, including all attorney fees, together with all costs, fees and interest, that arises in or out of the use of municipal property by myself, my guests, invitees, licensees, visitors, or other person(s) present on the premises of the municipality in order to participate in, organize, assist, enjoy, supervise, or in any other way, further the Community Garden and any activities held in conjunction with the Community Garden.

Further, in no event will the total liability to the Gardener by the Township of Wayne, its directors, officers, agents and employees for damages exceed the amount of annual Membership and Registration fees. A separate HOLD HARMLESS, INDEMNIFICATION AND LIABILITY form will be signed in conjunction with this Membership Agreement. Refusal to sign the document will result in the denial of membership.

The Gardener also understands that use of the Community Garden is without any warranties as to fitness for any particular purpose and neither Township of Wayne, its directors, officers, agents, and employees, is responsible for any acts of God that may prevent use of and access to the Community Garden at any time. This Membership Agreement is governed by, construed, and enforced, in accordance with the laws of the State of New Jersey.

GARDENER’S COMMITMENT

I have read and understand and agree to abide by these rules, policies, and practices stated herein for the participation with the Township of Wayne Community Garden.

Please sign below (keep a copy of this Agreement and initialed Registration form for your records).

By: _____ Date: _____

Gardener Name(s): _____

HOLD HARMLESS

I, _____ sign this Hold Harmless as my voluntary act and by this act agree to hold the Township of Wayne, its directors, officers, agents and employees harmless and indemnify the Township of Wayne, its directors, officers, agents and employees from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any Gardener, guest, invitee, licensee, visitor or other person present on the Wayne Township Community Garden site located at the Van Riper–Hopper House Museum in order to participate in, organize, assist, enjoy, supervise, or in any other way further the activities of the Wayne Township Community Garden.

Signed: _____ Date: _____

Witness: _____ Date: _____