

PLOT #(S): _____



TILLY FOSTER COMMUNITY GARDEN APPLICATION

New Application Renewal

For Official Use:	
<input type="checkbox"/>	Application
<input type="checkbox"/>	Payment
Amount	_____
Method	_____
Date	_____
Receipt #	_____
Received By	_____

PLOT FEES	\$ 40.00 Garden Plot	\$ 20.00 Partial Plot
	\$ 35.00 2nd Garden Plot	\$ 15.00 2nd Partial Plot
		\$ 10.00 Small Partial Plot

PLEASE PRINT LEGIBLY

NAME _____ FIRST NAME _____ DATE OF BIRTH _____

STREET ADDRESS _____

TOWN _____ STATE _____ COUNTY _____ ZIP CODE _____

TELEPHONE _____ TELEPHONE (WORK) _____

EMAIL _____

VEHICLE INFORMATION

MAKE _____ MODEL _____ COLOR _____ LICENSE PLATE # _____

ADDITIONAL VEHICLE (OPTIONAL)

MAKE _____ MODEL _____ COLOR _____ LICENSE PLATE # _____

GARDEN PLOTS REQUESTED (LIMIT 2 PER HOUSEHOLD)

Plot #(s) _____ OR # of Plots **1** **2**

AMOUNT ENCLOSED: \$ _____

(Make checks or money orders payable to the Commissioner of Finance, (No cash if sent by mail)

Your Commitment:

I will actively participate in the Tilly Foster Organic Community Garden Plot Program, properly maintain my plot/s so that it will not negatively affect my neighbor's plot, never use chemical fertilizers, herbicides, or insecticides, and follow these rules and regulations of the Community Garden and Tilly Foster Farm. I further understand that the County may revoke my ability to use said plot if I fail to follow these rules.

DATE: _____ SIGNATURE: _____

COMMUNITY GARDEN RULES

Garden Security - It is each and every gardener's responsibility to make sure the garden gates are kept secure every time you pass through them. If you leave the gate unlocked even when you are in the garden, the general public will assume that they can enter. So will the deer and other hungry critters.

Disputes - Any disputes with your fellow gardeners should be brought to the attention of the Parks Department. Do not take it upon yourself to settle disputes. Verbal or physical confrontation will not be tolerated from any party involved and both sides may be asked to leave the garden permanently. If the Deputy Commissioner of Parks is called to settle a dispute, he will meet both parties in person at the garden and make a decision. **All decisions will be final.**

Water - There are no garden hoses permitted, only watering cans and buckets. If you have rain water collection containers in your garden, please keep them covered except for times of precipitation. Don't provide breeding grounds for mosquitoes. Also, if you have lightweight containers, please place a large enough rock inside them to prevent them from falling over or blowing away. **Do not drink any of the water.**

Plot abandonment - If your plot is not being maintained or appears to be abandoned you will be notified by phone and mail. If you fail to respond within two weeks your neighboring plot renters will be notified that they can take over your plot.

If you are unable to maintain your plot due to acute health conditions or other hardships please contact the Parks Department immediately so we can work with you.

Remember, keeping your garden weeded will help your produce grow better and help stop undesirable weeds in other gardener's plots.

Mulch - Mulch is a very effective way to control weeds and keep your soil moist. **Synthetic materials including plastic and black weed barrier fabric are not permitted**, only things that decompose within one year like newspapers, straw and grass clippings.

Plot fencing - Gardeners are allowed to fence their plots. However, if you are not renewing your garden plot for the following year, the fence must be removed by December 1st. Plot fences cannot interfere with other gardeners' plots.

Gardening tools and personal belongings must be kept within the borders of your plot. Nothing can be stored in the walkways or alongside the fence. At the end of the growing season to improve the appearance of the Garden **everything unnatural MUST be removed by December 1st no exceptions!**

Children - The garden is a perfect place to teach children the joys of gardening and you are encouraged to have them participate but they must be kept under control and supervised at all times. If your children are fetching water from the hose spigots please make sure they turn the water off each time and understand that it cannot be wasted in horseplay. Also, please do not let your children interfere with other gardener's activities and keep noise and running around to a minimum.

Theft - Please respect each other's gardens. No one is allowed in your plot without your permission. Before you accuse someone of stealing your produce please remember that although the garden is fenced, small animals can still climb over the fence or burrow under it (raccoons, squirrels, rabbits, woodchucks, birds etc.).

If you see someone in the garden who you feel shouldn't be there, politely ask them who they are. They may simply be a gardener whom you have never met before. If they really don't belong there, get as much information about

them as you can (name, license plate number etc.), politely ask them to leave and notify the Parks Department as soon as possible. If they refuse to leave, please call the Sheriff's office at 845-225-4300 and let them handle it.

Loud noise - Music, yelling and other loud noises that are disturbing other gardeners will not be tolerated. The garden is meant to be a peaceful place for everyone.

Pets - Pets can be very destructive to the garden and not everyone is comfortable around them. Please leave your pets at home. The garden is not the place for them. Do not leave pets in your vehicle.

Chemicals - Chemical pesticides, herbicides and fertilizers are not allowed. Please use alternative natural products. If you are not sure if something is permitted, ask first before using it. **No Miracle Grow.**

Hours - You will be permitted in the garden from sunrise to sunset. You will be notified by mail about the dates of the gardening season. Usually, the garden is not accessible between Thanksgiving weekend and mid-March due to problems with the combination locks freezing up during the cold months.

Restrooms - A portable toilet is available to the gardeners. Please keep it clean.

Parking - Please don't block the garden gates when you park on either side of the garden. Parks Department staff needs access to the big gates at all times.

Rocks and Compost - The gardens have a lot of rocks. Most of the big ones have been picked up and removed but each time the garden is tilled more rocks come to the surface. You can line your garden border with them or put them in one row along the fence to make it more difficult for small animals to get inside the garden. Please do not leave rocks or weeds in the walkways between the gardens. They can become a tripping hazard. There are 2 compost bins in the garden (orange fence). They are meant for weeds, cuttings, discarded vegetables etc., **not for garbage!** If you have long-stemmed flowers such as sunflowers please cut them into 2-foot lengths before adding them to the compost bin. Please do not discard your compost items into the neighboring gardens even if they look abandoned!

Trash and Garbage- The Garden is a carry in carry out facility. Any gardener caught littering will be asked to leave the garden and not be allowed to return.

PUTNAM COUNTY
TILLY FOSTER FARM COMMUNITY GARDEN
RELEASE AND INDEMNITY AGREEMENT

The individual know as, _____, having a principal address of _____ (Hereinafter referred to as the "RELEASOR"), in consideration of the permission granted to it by the County of Putnam, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, having offices at 40 Gleneida Avenue, Carmel, New York 10512 (hereinafter referred to as the "COUNTY"), to enter upon and use a County owned plot of land as a garden, hereby formally covenants, agrees and binds itself as follows.

1. The RELEASOR covenants and agrees to fully and forever release and discharge the COUNTY and any and all of its officers, agents, servants, representatives or employees from any and all claims, demands, rights of action or causes of action, present or future, whether same be known or unknown, anticipated or unanticipated, resulting from any cause whatsoever arising out of the permission granted under this Agreement, but only that are a result of the negligence of the RELEASOR.
2. The RELEASOR covenants and agrees to forever refrain from instituting, prosecuting or maintaining any action, suit or proceeding, at law or otherwise, and from pressing, collecting or otherwise against the COUNTY or any officer, agent, servant, representative or employees of the COUNTY upon any claims, controversies, actions, causes of action, obligations or liabilities of any nature whatsoever, whether, or not presently known, which the undersigned ever had, now has or hereafter can, shall or may have, or allege, based upon any negligence of whatsoever nature, ordinary or gross, whether or not presently known with respect to or arising out of or in connection with any personal injury, including death, or property damage arising out of permission granted under this Agreement any injury to person or property, but only is caused by the negligence of the User/Releasor.
3. The RELEASOR covenants and agrees to defend, indemnify and save harmless the COUNTY and any and all its officers, agents, servants, representatives or employees from any and all claims, demands, rights of action or causes of action, present or future, whether same be known or unknown, anticipated or unanticipated, resulting from any cause whatsoever arising out of the permission granted under this Agreement, but only that are as a result of the negligence of the Releasor.
4. The Releasor covenants and agrees that this release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
5. The Releasor hereby states that it has carefully read this instrument and fully understands its contents and is fully aware that is a release of liability and is signing it on its own free will.

READ and AGREED:

Dated: _____

Signed: _____

Please print name