

CITY OF MINNEOLA

COMMUNITY GARDEN AGREEMENT

I will pay \$20.00 per year to help cover general gardening expense. In succeeding years, if I anticipate a change I will notify the Garden Coordinator at 352-394-3598 ext. 227. I will keep my plot weeded. If my plot becomes unkempt, I will be given 7 days after notification by phone or e-mail. If I do not clean up my plot I will forfeit my right to use this plot. I will keep my plot clean of refuse, bagging the refuse and taking it with me. I will see that water hoses I use are recoiled. I will use organic, less toxic pest control methods. I may use a hand operated sprayer.

Use of timers is not permitted. Connecting hoses to sprinklers manually, observing and managing their use is permitted before 10:00 am. and after 4:00 pm. Watering with a hand held hose or watering can is permitted any time.

Any bushy plants in my plot should be trimmed to a reasonable height of 5-6 feet to prevent shading neighboring plots. I will not grow any illegal crops of any kind.

Putting low fencing around a plot to control rabbits is permitted. I will not bring pets into the garden area. If I bring children, I understand that I am responsible for their actions and will supervise them. I will not smoke in the garden area, nor bring in or use alcoholic beverages or illegal drugs. I will make sure that cell phones and radios are regulated or kept from irritating other gardeners. I know that failure to adhere to these rules will result in my dismissal from this garden and the use of my plot.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Name Printed \_\_\_\_\_

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Address \_\_\_\_\_

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Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

THIS AGREEMENT WAIVES LEGAL RIGHTS  
PLEASE CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS ABOUT IT.

In consideration of the allowance of my use of the City of Minneola's recreational facility known as \_\_\_\_\_ (hereinafter referred to as the "Facility") or participation in the City of Minneola's

\_\_\_\_\_ program (hereinafter referred to as the "Program") or both, and for other good and valuable consideration, receipt of which is hereby acknowledged, I both for myself and for my heirs, executors, personal representatives, administrators, and assigns, release and forever discharge the City of Minneola, and it's officials, employees, agents, representatives, successors and assigns of all liabilities, claims, actions, damages, costs or expenses, including attorney's fees, which I may have against them arising out of or in any way connected with my use of the Facility or participation in the Program, including but not limited to, travel and transportation to or from any event or activity connected therewith, and including personal or bodily injuries, wrongful death or property damage which may be suffered by me or others before, during or after my use of the Facility or participation in the Program. In further consideration of the acceptance of my application for use of the Facility or inclusion in the Program, and for other good and valuable consideration, receipt is hereby acknowledged, I, both for myself and my heirs, executors, personal representatives, administrators, and assigns, agree to indemnify and hold harmless the City of Minneola, it's officials, employees, agents, representatives, successors and assigns for all liabilities, claims, actions, damages, costs or expenses, including attorney's fees, assessed against them arising out of or in any way connected with my use of the Facility or participation in the Program, including travel and transportation to or from any event or activity connected therewith and the operation of any equipment necessary for participation in the event or activity, and including personal or bodily injuries, wrongful death or property damage which may be suffered by me or others before, during or after my use of the Facility or participation in the Program. I understand that this release, waiver and indemnification includes, but is not limited to, any claims based on gross negligence, negligence, action or inaction of any of the above parties, and includes, but is not limited to, personal injury, bodily injury, wrongful death and property damage. I further understand that this release waiver and indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Florida.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER AND INDEMNIFICATION OF LIABILITY, and further agrees that no oral representations, statements or inducements, apart from foregoing written agreement, have been made.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\*\*\*\*\*OFFICE USE\*\*\*\*\*

Amount Paid \_\_\_\_\_

Date \_\_\_\_\_

Check # \_\_\_\_\_

Cash \_\_\_\_\_

Receipt Number \_\_\_\_\_

Staff \_\_\_\_\_