

The Gardens at PrairieStar
Contract, Rules, Terms, and Conditions for Participation
For the 2022 Growing Season
As Approved by PrairieStar Metropolitan District No. 2 on March 16, 2022

PrairieStar Metropolitan District No. 2 (“District”) is a quasi-municipal corporation and political subdivision of the State of Colorado. The Gardens at PrairieStar (“Community Garden”) is managed by and included within the District and is made available for use by District residents and other members of the public as a neighborhood amenity. A map of the Community Garden is attached.

The volunteer Garden Coordinator(s)(“Garden Coordinator”) is/are responsible for ensuring that the Community Garden contract, rules, terms, and conditions for participation (hereafter referred to as “Rules”) are followed. The District reserves the right to terminate the use of the property for the Community Garden and to replace the Garden Coordinator(s). The District will administer the fees described below.

HOURS

The hours of the Community Garden are from dawn to dusk seven (7) days a week. In order to stay water-wise, we recommend watering only three (3) days per week. Watering will be on an honor system. Only ‘hand-watering” allowed with a hose and nozzle or wand are permitted. Do not water more than 20 minutes per plot, in mornings/evenings. Always attend your hose while watering. Do not flood water your plot(s). Keep evaporation down by watering close to plants base. Do not water pathways or outside of your plot(s).

GARDEN PLOTS

Garden plots are 12 x 12 feet in size.

Plots are assigned by a lottery system. Any plots still available after the lottery date has expired are assigned on a first-come, first-served basis. If more gardeners are interested than plots are available, their names will be placed on a waitlist and plots will be assigned as they become available. Preference for plots for the 2022 growing season will be given to last year’s participants first. A maximum of two (2) plots, per applicant registration, may be rented in any given season.

Garden plots may be shared by two (2) gardeners. Each gardener’s name and signature must appear on this contract and each gardener must sign a waiver.

FEES

For the 2022 growing season, the following plot fees and clean-up deposit are required for the use of the Community Garden:

Non-Refundable Fees:

- District residents = \$75 per plot
- Non-District residents = \$100 per plot

Refundable Clean Up Deposit:

- District/Non-District resident = \$75 per plot

The refundable clean-up deposit of \$75 per plot (“Clean Up Deposit”) will either be refunded or forfeited at the end of the 2022 growing season.

The refunding of the clean-up deposit will be based on whether the gardener 1) watered and weeded their plot(s) on a weekly basis throughout the 2022 growing season and 2) had their plot(s) marked as clean by the **end of the day on the first Sunday in November (November 6, 2022)** by the Garden Coordinator(s) (“Inspection”). The

Inspection by the Garden Coordinator(s) includes making sure the plot(s) is free of all plant material, non-plant material including trellis, boards, wire, rope, string, weed block fabric, straw, stepping stones, produce towers, etc. Any gardeners with plots that failed to pass this Inspection will receive written notification, on or before November 15, 2022, alerting them to the forfeiture of their Clean Up Deposit.

Before a plot can be assigned, gardeners must pay all fees and deposit in full, and sign both this, "The Gardens at PrairieStar Contract, Rules, Terms and Conditions for Participation" and "The Gardens at PrairieStar Waiver and Release of all Claims."

Breaking any of the Rules is cause for exclusion from the Community Garden and loss of your plot(s).

- You will receive one verbal or email warning from the Garden Coordinator(s).
- If no response or correction has been made, you will receive written notice one week later.
- In another two weeks, if no response or correction has been made, you will receive written final notification that you have forfeited your gardening privileges and plot(s).
- You will be allowed to reapply for another garden plot only after one year, and only at the discretion of the Garden Coordinator(s).

Rules, Terms and Conditions for Participation

If accepted as a gardener, I will abide by the following rules, terms, and conditions:

1. I use this garden at the sole discretion of the District. I agree to abide by its policies and practices.
2. I agree to volunteer at least three (3) hours of service to the entire Community Garden area during the 2022 growing season. Volunteer activities include, but are not limited to the following: weeding, mowing, weed-wacking, cleaning abandoned garden plots, picking up trash, spreading cover crop seed or covering plots with plastic at season's end, re-cover plots that plastic has blown off of, and general garden clean-up.
3. Once I have been assigned a plot, I will cultivate and plant it within two (2) weeks.
4. I am responsible for the maintenance and upkeep of my garden plot. I will take care of my garden plot for the entire 2022 growing season. This includes watering, weeding, harvesting, and any other garden related maintenance. I will care for my garden at least once per week.
5. I will notify the Garden Coordinator(s) if I am unable to care for my garden plot(s) or I will arrange for another gardener to care for my garden plot(s) in any given week. I understand that if my plot remains unattended for more than three (3) weeks, my plot(s) is subject to reassignment. I also understand that I will be responsible to clean up all plant material, non-plant material including trellis, boards, wire, rope, string, weed block fabric, straw, stepping stones, produce towers, etc. from my forfeited plot(s) within one (1) week after I am notified of the plot(s) reassignment. If I fail to clean up my re-assigned plot within one (1) week of its reassignment, I will forfeit the \$75 Clean Up Deposit.
6. I will not expand my garden plot beyond the 12' x 12' boundaries or into paths or other plots. I will keep all my plants within the limits of my garden plot and will not allow any plants to grow more than six (6) feet high. I will keep my plot free of weeds, pests, and diseases.
7. I will water my garden or arrange to have another gardener water my garden.

8. When watering, I will not drag hoses through others' plots. I will try to avoid overspray and be courteous to other gardeners waiting to use the hose. After watering, I will turn off the water spigots, roll up the hoses near water risers, and return watering devices to their storage location. I understand that all watering must be attended.
9. I will not water other gardener's plots without their permission.
10. I will respect the tools, hoses, and other equipment provided by the Community Garden. I will clean tools after each use and return them to the storage shed after I use them.
11. By the end of the 2022 growing season, **end of the day on the first Sunday in November (November 6, 2022)**, I will clear my plot(s) of all plant material, non-plant material including trellis, boards, wire, rope, string, weed block fabric, straw, stepping stones, produce towers, etc. by the first weekend in November 2022. I understand if I do not clean my garden plot(s) by this date, the garden plot will not pass Inspection. If my plot(s) fails to pass Inspection and is not marked as clean, I will receive written notice on or before November 15, alerting me to the forfeiture of my Clean Up Deposit.
12. Anything I bring from my home I will take back home. I will not bring household trash and leave it at the Community Garden. Furthermore, I will keep my plot, paths, and surrounding areas clean and neat.
13. I will not smoke, use chewing tobacco, drink alcoholic beverages, use illegal drugs, or have open flames in the garden. I acknowledge tobacco smoke is dangerous to all who breathe it, and tobacco is a carrier of the mosaic virus which can kill some plants.
14. Guests and visitors, including children, may enter the Community Garden only if I accompany them. They must follow all rules, terms, and conditions stated here. I will supervise my children at all times when they are in the Community Garden. I am solely responsible for the behavior of my guests.
15. No dogs are allowed, and I will not bring pets or other animals into the Community Garden.
16. I will use only the Community Garden gates for access (ingress and egress) onto the property.
17. I will not apply any pesticides (bug killers) or herbicides (plant killers) in the Community Garden without the approval of the Garden Coordinator(s).
18. I will not grow any of the prohibited plants. Prohibited plants include mint, raspberries, horseradish, Jerusalem artichokes, and cannabis. I will not plant trees or bushes in my garden plot.
19. I will make sure that tall plants, and trellises that support them, will not shade neighboring plots. I will not install a fence around my plot(s) without approval from the Garden Coordinator(s).
20. I will not take food or plants from other gardener's plots. I will not take anything from the Community Garden that is not rightfully mine.
21. I will not walk in other gardener's plots.
22. I will keep the gates to the Community Garden closed at all times.

23. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.
24. If I use garden equipment from the Community Garden storage shed, I will make sure the shed is closed and locked before leaving the Community Garden.
25. I will keep the Community Garden storage shed lock combination secure from others.
26. I will not bring human/animal waste into the Community Garden.
27. I will work to keep the Community Garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner. I will not do anything to compromise the safety of the garden or the community.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE FOR THE GARDENS AT PRAIRIESTAR CONTRACT, RULES, TERMS, AND CONDITIONS
FOR PARTICIPATION FOR THE 2022 GROWING SEASON]

Commitment: I have read and understand the application and accept these rules, terms, and conditions stated above for the participation in the 2022 growing season of The Gardens at PrairieStar.

Gardener's Signature

Printed Name of Gardener

_____ D A T E

If your garden plot is shared,
please include 2nd participant here:

2nd Gardener's Signature

Printed Name of 2nd Gardener

_____ D A T E

MAP OF THE GARDENS AT PRAIRIESTAR

