



2024 Community Gardens Plot Application and Agreement

| | |
|---------------------------|--|
| Date: | |
| Gardener Name: | |
| * Address: | |
| Phone: | |
| Email: | |
| Emergency Contact Name: | |
| Emergency Contact Number: | |
| ** Modified box needed? | |

**Gardens are first available to City of Delano residents. If any garden is unassigned by May 6, non-residents will be notified of availability.*

*** One garden bed is raised to only 22 inches and is more suitable for those with small children or individuals with disabilities or limited mobility. Please check this box if you would like a modified box. Please note that the path to the garden plots is not paved and may not be suitable for strollers, wheelchairs or walkers.*

This year's community garden consists of seven (7) raised-bed planters measuring 8x4 feet each.

They are located in Riverway Park near the labyrinth and pickleball courts on Highway 12.

Garden Use, Waiver of Liability, Release and Indemnification Agreement

Data Privacy. In accordance with the MN Government Data Practices Act, the City of Delano hereby informs you that the personal information we are requesting of you on our application is considered private data. This data will be used only for the purpose of administering the community garden program. Private data is only available to you and to City staff who need to have this information to perform their duties.

No Refund. You understand that you will not get a refund or reimbursement for your fees, expenses, or any other payments you make if you decide not to garden or if the City terminates your right to garden, even if you spend a lot of time and money on the garden. You understand that only you and no one else, including your family, has any rights under this Agreement.

Fee. When you sign this document, you must pay a fee of \$20 per raised bed. You understand that the City may increase the fee in future years. The fee must be paid before May 30, 2023.

No Transfers. The plot ownership may not be transferred to anyone outside of your household or immediate family without the prior consent of the City. Guests and family members are allowed to join the plot owner in gardening. See "Guest" section in the Community Garden Policy for more information on bringing guests to the garden plot.

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.

Assumption of Risk and Waiver and Release of Claims. In exchange for your right to participate in the community garden program, you agree to assume and take on the risk of harm even if the potential harm is caused by someone else. You also agree to waive and release any claims and rights you may have to sue or otherwise attempt to collect money from the City and its elected officials, employees, or agents for any losses or damages resulting from death, injury, or property damage to you, anyone else, or any property, that occurs as a result of your participation in the community garden program, unless arising out of the City's intentional misconduct. You understand that the City will not permit you to participate in the garden without your agreeing to these waivers and releases.

Indemnification. You are responsible for and you will defend, indemnify, and hold the City harmless for any damages or losses suffered by the City that are caused by the actions of you or your guests.

Media Release. You consent and authorize the City to use any photographs, interviews, videotapes, film, other visual or auditory recordings of you that we or others may obtain or create in connection with your participation in the community garden, in publicity releases in newspapers, the City's website, the City's social media accounts, and any other City publication. You waive all right of privacy and compensation that you may have in connection with such use. You agree that you do not have the right to inspect or approve the publicity release before publication.

Failure to Comply with Agreement or Garden Rules. You confirm that you have read this Application and Agreement and the Garden Rules and agree that you will fully comply with them. If you fail to obey this Agreement or the Garden Rules, the City may terminate your right to garden.

Applicant (Your) Signature

Date

Please submit completed applications to Amy Matter, Administrative Assistant, at amatter@delanomn.gov

or mail to:
City of Delano
PO Box 108
Delano, MN 55328

| Office Use Only | |
|-----------------|--------------------------------------|
| Date Received: | |
| Plot #: | |
| Rules Sent: | <input type="checkbox"/> Cash |
| | <input type="checkbox"/> Check |
| | <input type="checkbox"/> Credit Card |