



## 2021 NIAGARA COMMUNITY GARDEN APPLICATION

P.O. Box 790, 433 South First Street, Montrose, CO 81401 | Phone 970-240-1420 / Fax 970-252-4720 | [www.cityofmontrose.org](http://www.cityofmontrose.org)

**About the Garden:** Niagara Community Garden (NCG), established in 2014, is a community-based organic gardening opportunity open to all and comprised of 46 plots. We welcome you to meet, grow and harvest with your neighbors!

NCG is located at 2424 E. Niagara Road. There are twelve (12) 10ft. x 20 ft., twenty-four (24) 10ft. x 10ft., and ten (10) wheelchair-height 5ft. x 20ft. garden plots available. The garden will be open from late April through October. The use of natural compost and organic growing techniques is encouraged. Gardeners may reserve up to two plots; reservation of more than two will be reviewed by the volunteer Niagara Community Garden Committee (NCGC).

Because this is truly a community garden, we also work together to maintain and improve the space for the enjoyment of all.

**Fees and Deposit:** Fees help cover the cost of water for each plot. In addition, a \$25 deposit is required. The deposit will be returned to gardeners who fulfill the following conditions:

- 1) Contribute a minimum of four (4) hours of work to improve the community space during the growing season — designated monthly work days are a great way to do this. Gardeners are also responsible for documenting their hours on the work log located in the picnic area.
- 2) Plot(s) must be cleared out before the garden's scheduled close date.

In the event that plots are abandoned, or if gardeners don't fulfill the community work requirement, the deposit is forfeited and will be used to support garden maintenance and improvements. Refund checks for qualifying gardeners will be mailed to the address on file in December.

Returning gardeners who wish to continue with their same plots must submit their renewal application and payment by April 1 (full schedule below). All remaining plots are available on a first come, first served basis. If more applications are submitted than plots available, there will be a waiting list.

### **Schedule**

**April 1:** Applications / payments due for returning gardeners to keep their same plots

**May TBA (early to mid-month):** Irrigation water to beds turned on, weather dependent

**Last Saturday of the month, May-October:** NCG Work Day (9-11 a.m.)

**October TBA (likely mid-month):** Irrigation to beds is shut off, weather dependent

**October 31:** Last day of season; beds must be cleared and work hours fulfilled for gardener to receive deposit

Please contact the City of Montrose with any questions.

Email: [communitygarden@cityofmontrose.org](mailto:communitygarden@cityofmontrose.org) / Phone: 970-240-1421

Website: [www.cityofmontrose.org/560/Niagara-Community-Garden](http://www.cityofmontrose.org/560/Niagara-Community-Garden)

**As a Niagara Community Garden (NCG) site user, indicating my agreement to abide by the following rules, terms and conditions, I will:**

1. Use only the garden space assigned to me by the volunteer Niagara Community Garden Committee (NCGC). I will not alter or remove plants from other garden areas.
2. Pay the required plot fee plus a \$25 deposit to the City of Montrose by the application deadline, or my plot may be reassigned.
3. Begin planting my plot by June 1, unless alternative arrangements have been approved in advance by the NCGC, or my plot may be reassigned.
4. Be present only when the garden is open, from dawn to dusk; **ensure the gate lock is secure**; not engage in sales of any kind at the garden; and not bring pets, other than designated service animals, into the garden area.
5. Park on and use designated driveways and gravel surfaces. This means parking parallel under the large trees, NOT between them (we are trying to protect the roots from damage). I understand that motor vehicles are not allowed within the garden.
6. Maintain my plot and the adjacent areas, including nearby pathways and fences. If I fail to control irrigation overspray, weeds, pests, and plant diseases, the NCGC will intervene by giving me one (1) written notice and seven (7) days to remedy the condition of my plot. Failure to respond will result in the loss of my deposit and further action by the NCGC as necessary. My plot will be forfeited and reassigned to another gardener.
7. If I must abandon my plot for any reason, I will notify the NCGC in advance. Any plot not worked or planted after June 1 will be considered abandoned, and no refunds will be issued.
8. Supply any needed tools, seeds, plants and other materials for my plot. The designated plot and irrigation water are included as a part of my plot fee.
9. Assist in the maintenance of pathways and common garden areas in addition to my own plot, ensuring that the gardens are maintained and in good standing for seasons to come. I understand I need to contribute at least four (4) hours of work to community spaces as a condition for receiving my \$25 deposit refund. I'm also responsible for documenting my hours on the work log located in the picnic area.
10. Remove healthy plant materials from my plot and add them to the active compost bin, as marked. **I will place weeds and diseased plant materials in the trash bins provided by the City.** I will put any kitchen scraps and less-dense plant material in the designated active compost bin. I will not put anything in the other compost bin, which will be maintained by the Compost Coordinator for future use. Woody stems and thick vegetation (**NO weeds!**) go in the long-term bin, east of the double compost bins.
11. Be responsible for water management in the area within my plot. I agree that failure to resolve irrigation waste issues or broken irrigation systems within 7 days of reporting will result in the loss of my \$25 deposit. I will report overspray or runoff into the communal area from plots to the plot owner, the NCGC, or both.
12. Not modify the existing PVC irrigation system without the expressed consent of the NCGC. If using a rototiller, I will be careful to avoid the area around the spigots and PVC irrigation piping. I will clear these areas by hand. If I damage the plumbing, I agree to be 100% responsible for the repair.
13. Plant my plot in a manner which does not infringe on the space of surrounding gardeners. I understand that this includes, but is not limited to: allowing tall plants to shade neighboring plots, planting sprawling varieties that encroach on another's area, or caring improperly for plants.
14. Plant no illegal plants, not smoke, drink alcoholic beverages, or use illegal drugs inside or outside the garden area. (Marijuana also is prohibited). I will not come to the garden while under the influence of alcohol or drugs. I will not bring weapons into the garden.
15. Use only organic pest and weed control substances and fertilization methods. If I see a synthetic chemical fertilizer or pesticide (e.g. Miracle Gro, 2-4 D, RoundUp, etc.) is being used within a garden plot, I will remind the gardener that organic growing techniques are preferred in this space and let the NCGC know.
16. Respect other gardeners and garden visitors, not use abusive or profane language, or discriminate against others.
17. Clean up my plot, completely removing all plants, weeds, debris and other materials to the appropriate areas as mentioned above, no later than October 31, as a condition for receiving my \$25 deposit refund. Deposit refund checks are mailed to the address on file in December.

Submit application to City of Montrose, 433 S. 1st Street, Montrose, CO 81401 with check payable to City of Montrose.

Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

- I would like to be considered for a wheelchair-height plot 5' x 20' Plot (\$25)
- I would like to be considered for a 10' X 10' Plot (\$15)
- I would like to be considered for a 10' X 20' Plot (\$30)

<input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Check #: _____	Assigned Plot Number(s) (returning gardeners only):
Amount Paid for Plot(s): \$	Total Amount Paid: \$
<input type="checkbox"/> Deposit (\$25) Paid	Deposit Refund Date Paid:

I have read and agreed to the above community garden guidelines:

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

**Waiver and Release of Liability**

I, the undersigned participant, exercising my own free choice to participate voluntarily in the Niagara Community Garden at 2424 E. Niagara Road, and promising to take due care during such participation, hereby acknowledge that I have been informed of the nature of the activities and that I am aware of the hazards and risks which may be associated with my participation in the above-named activities, including the risks of bodily injury, death or damage to property which may occur from known or unknown causes. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, equipment, and actions of other people, including but not limited to, participants, volunteers, and the City of Montrose and its officers, agents, employees, and any other persons or entities acting on its behalf. I hereby assume all the risks of participation in the Niagara Community Garden at 2424 E. Niagara Road. I realize that liability may arise from negligence or carelessness on the part of the person or entities being released, from dangerous or defective equipment, property, or facilities owned, maintained, or controlled by them or because of their possible liability without fault. I acknowledge that this Waiver and Release of Liability will be used by the City of Montrose and that it will govern my actions and responsibilities while at the Niagara Community Garden at 2424 E. Niagara Road.

In consideration of my application and permitting me to participate in the Niagara Community Garden at 2424 E. Niagara Road, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows: 1) Waive, release and discharge from any and all liability for my death, disability, personal injury, property damage, property theft or action of any kind which may hereafter accrue to me while participating in the Niagara Community Garden at 2424 E. Niagara Road, the City of Montrose and associated entities. 2). Indemnify and hold harmless the City of Montrose and its officers, agents, employees, and any other persons or entities acting on their behalf, and their successors and assigns from any and all liabilities or claims made by any other individuals or entities as a result of my, or, actions during participation in the Niagara Community Garden at 2424 E. Niagara Road.

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