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Gardener Agreement 2012

I understand that participating in The Morgan Hill Community Garden (MHCG), a member of the Morgan Hill Community Foundation Alliance (MHCF Alliance), is a **privilege**, not a right. I understand that I do not own my garden plot, but pay for the water fee on an annual basis. I understand that I am a steward of my garden plot and that it is my responsibility to use the land in such a way that it will be **planted and maintained 12 months per year, and improved for future use.**

By filling out and submitting the Gardening Registration Form, I acknowledge and agree to comply with the following:

1. The MHCG Gardening Policies 2012.

The Gardening Policies are reviewed and revised annually in an ongoing effort to improve them and keep them relevant to changing conditions. I understand that it is my responsibility to read carefully the Gardening Policies distributed each year and understand any changes that may have been made. Further, I understand that the volunteer staff is authorized by The MHCG Board of Directors, the MHCF Alliance, and The City of Morgan Hill to interpret and enforce these Gardening Policies. I understand that volunteer staff welcomes and encourages my feedback about the Gardening Policies; however, until official changes are made, I understand that I am obligated to follow the Gardening Policies as they are written.

2. Adherence to Organic Gardening Principles

The MHCG Program adheres strictly to the principles, concepts, and practices of organic farming. USE OF PESTICIDES, HERBICIDES, CHEMICAL FERTILIZERS, OR OTHER SUCH SUBSTANCES OR PRACTICES INCONSISTENT WITH ORGANIC GARDENING IS PROHIBITED AND MAY RESULT IN IMMEDIATE REMOVAL OF GARDENING PRIVILEGES. If I am ever in doubt about the permissibility of any such usage, I understand that it is my responsibility to read the MHCG Product Policy Guidelines 2012 and consult volunteer staff.

3. No Commercial Use.

I represent that I will not grow any plants in my garden plot for sale or for any unlawful purposes.

4. Enforcement by Injunctive Relief.

I understand that my failure to comply with the terms of this Gardener Agreement can cause irreparable injury to the land and to the future use of garden plots. I agree that in the event of my non-compliance, The MHCG and MHCF Alliance may obtain immediate injunctive relief in any court of competent jurisdiction to temporarily and/or permanently enforce this Gardener Agreement against me. Such right shall be in addition to, and not in lieu of, The MHCG's/MHCF Alliance's other rights hereunder.

Signed _____ Date _____

Print name _____