



Herriman City 2023 Community Garden Agreement

A plot at the Herriman City Community Garden (The Garden) is a privilege granted to individuals (Members) who comply with this Membership Agreement. The Herriman City Community Garden Committee (Committee) provides oversight of The Garden. Committee Chairs assist as a liaison between the Members and Herriman City. Members who do not comply with this Membership Agreement may forfeit their garden plot and all fees.

1. Generally, Members will be allowed to use one garden plot (Plot) per household. Preferences will be given first to returning members in good standing; additional plots will then be assigned on a first-come first serve basis. Preference may be given to Herriman City residents. Plot dimensions will be determined based on availability and community participation levels. Please advise the Committee if an additional Plot is requested. Such additional Plot may be granted based on availability. New participants may be limited to a single plot.
2. The Committee must have your mailing address, telephone number, and e-mail address to facilitate communication. Please notify the Committee if your contact information changes.
3. Members are required to view the spring orientation PowerPoint, and/or participate in an orientation meeting (if called by the Community Garden Chair), participate in 1 irrigation pull, and 2 community weed days. The donation harvest will be by volunteer if needed. Members may also be asked to help mark out plots in the spring and a final fall cleanup of community plots.
4. No Garden fee or Plot assessment is required for the 2023 growing season; however, a **refundable deposit** is required. The deposit is due when picking your plot online before the spring orientation meeting and is \$40 per single Plot. \$60 per double plot. The deposit will be refunded at the end of the season if your assigned plot is cleaned out to the standard described below and by the designated date, provided by the Community Garden Chair or Herriman City. This is upon verification from the committee or City staff that your plot is cleared of all plants, debris, and rebar/caps have been returned to the shed. If your garden plot is not cleaned out by the designated date this will result in a forfeit of your refundable deposit and probation from the Community Garden for the next growing season. Herriman City reserves the right to charge a fee or Plot assessment fees in future years. The Garden exists on Herriman City property. Fees, if assessed, aid in the communal upkeep of The Garden and do not entitle the Member in any way to any property rights of their assigned Plot, or any part of The Garden.
5. Members are **required** to participate in **1 irrigation pull**, and **2 community weed days**. First year failure to fulfill this requirement will be a warning and a probation

period will begin. If these commitments are not fulfilled during the following garden year, it will result in the loss of membership in Herriman City Community Gardens for at least two years. Re-entry is up to the committee and Herriman City. We also ask you to contribute 2 hours of work each month to the upkeep of The Garden beyond the Member's own Plot maintenance. Participation in required events will be tracked throughout the season.

6. Plots are in high demand and thus they must be cultivated by Memorial Day of each year, weather permitting. Uncultivated Plots will be redistributed to the annual waitlist and all fees or deposits will be forfeited. Members will not be allowed to extend the planting area along the outside edges of their Plot. The Garden encourages the cultivation of edible plants. Do not cultivate dangerous or illegal plants (i.e., poison ivy, poison mushrooms, etc.). Do not cultivate any invasive plants (i.e. mint, rhubarb, etc.). If invasive plants are found, the committee will remove. Changes or alterations to the Plot, including fencing, any excavation, must be approved in advance by the Committee.
7. Members must keep their plots and walkways well maintained, free of weeds and debris. Members should make every effort to control invasive weeds, pests, and disease. Weeds should be pulled and not allowed to go to seed. If you do not maintain your plot, you will receive a "notice to repair" from the committee or city staff. You must acknowledge the notice within 3 days by responding to the Garden Committee Chair via email or telephone. Within 7 days of receiving the notice, improvement in maintenance must be demonstrated. If maintenance is not completed within 14 days, you may lose your Plot and membership in The Garden. Members **should not use chemicals to control pest or weeds** (Including traditional Preen, organic Preen, any germination blocking item); The Garden strongly encourages organic gardening.
8. Members may store a minimum number of tools, pails, stakes, and other garden materials in the shed. No structures with a solid, inflexible roof, enclosed on more than three sides or taller than 9 feet tall are allowed.
9. Members will regularly bag debris for trash pickup day, keeping only the best plant waste for composting if available. Members should volunteer every month bagging litter in The Garden and collecting trash for disposal. If you see large amounts of garbage on common areas, please collect them for disposal. The dumpster is for Herriman City Community Garden waste only. Do not use it to dispose of personal items or waste.
10. Members must conserve water. **Shut off faucets after use.** Avoid watering in the middle of the day to minimize evaporation. Bark is not allowed in the garden. It impedes water flow in the garden and removes essential nitrogen in the soil. Please use other items like mushroom compost, peat moss, etc. to help maintain moisture. Due to mosquito breeding, uncovered standing water is not permitted in The Garden. Uncovered standing water on your Plot can be drained or emptied without your consent.

11. All gardening tools in the communal shed are supplied as garden-wide tools and must be replaced after use. Members are expected to care for The Garden's tools as if they were their own. Tools must be returned to the storage area before you leave The Garden. Do not remove supplies or plantings from The Garden unless they are yours and yours alone. There are other items stored in the shed that are not for the use of the Community Garden Members at large such items may be used in the community garden at the discretion of the Community Garden Chair (cages, black plastic. There may also be items stored in the shed that are property of the Herriman City Parks Department.
12. Plots must be cleaned by the requested date each year. This date will be communicated through email once identified. This date is generally shortly after the first hard frost. Most often mid-October. Members will clean out all plants, weeds, remove all trellises, and return rebar/caps to the shed. The Committee may authorize the removal of excess produce from any Plot after the first frost to ensure the harvest does not go to waste. If a member has excess harvest any time during the growing season, the Committee may be notified so the produce may be shared with other Members. If your garden plot is not cleaned out by the designated date this will result in a forfeit of your refundable deposit and probation from the Community Garden for the next growing season.
13. Members will respect the public areas and other Members' Plots. No Member may enter or cultivate another's Plot without permission. No Member will prune, plant, or remove any plants, flowers, or produce from The Garden's public areas, except as part of a Herriman City Community Garden improvement project. If you see a problem with somebody else's maintenance, contact a member of the Committee. Do not make alterations to any of the common areas without the approval of a member of the Committee.
14. When a Member believes a rule has been violated and cannot amicably resolve the issue with another Member, this should be brought to the Committee's attention. The Committee will attempt to resolve all disputes, but continued violation of rules may result in the loss of the Plot and membership in Herriman City Community Gardens permanently.
15. Prohibited activities in The Garden include smoking, domestic animals (including dogs), alcoholic beverages, advertising displays, and unauthorized bicycle or motorized vehicle use.
16. Families are encouraged to participate in gardening; however, parents must accompany children under the age of 14. Children aged 14 and older must have parental permission to be in The Garden without supervision. Parents of any child under 18 are fully responsible for their child's activity in The Garden. Please insure your children's activities in The Garden are closely monitored. Make sure they do not disturb other plots and remain on the walkways or in your plot. Please do not feed or disturb the horses at the back of the property. The cabins and items parked under the shed are Herriman City property and are not to be touched or entered.

17. As a courtesy to fellow Members, radios, phones, etc. cannot be audible outside of their Plots; headphones are required.
18. By signing this Membership Agreement the Member agrees to attend an orientation session and understand and abide by all rules listed herein. Members who do not follow the rules may lose their Plot and membership in the Herriman City Community Gardens permanently. Rules and regulations pertain both to the entire Plot and those who work on it.
19. The Member further understands Herriman City Community Gardens makes no representations or guarantees as to the suitability or condition of a Plot. The use of a Plot is for the purpose of gardening and for no other purposes whatsoever. The rights granted hereunder to a Member may not be transferred or assigned in any way.
20. The Member agrees to hold harmless the Herriman City Community Gardens, Herriman City, and its contractors, agents, servants, or employees from all claims, actions, or proceedings for loss, damages, or compensation to any person, firm, or corporation, whether to real or personal property of every description, or to any person whomsoever caused by reason of or in any way attributable to the use, occupation, or cultivation of a Plot or the proximity of the property and the works of the Herriman City Community Gardens and the City of Herriman.
21. The Member hereby acknowledges and agrees that it shall not be entitled to and does hereby waive all claims for compensation for any loss or damage to its property or any part thereof placed by the Member in, on or upon a Plot, including loss of any equipment and any plantings as a result of vandalism, weather, or any other act.
22. This Agreement is subject to termination upon thirty (30) days' notice being given by either party to the other. In the event this Agreement expires or is terminated by either party for any reason whatsoever, the Member shall peaceably surrender and yield up a Plot to the Committee and shall, unless otherwise provided herein, on or before the effective termination date, remove all improvements placed in, on, or about the Plot and restore the Plot to a condition satisfactory to the Committee; and in the event the Member defaults in so doing, the Herriman City Community Gardens may do said removal and restoration work at the sole risk and expense of the Member.

2023 Committee Contact Information:

Committee Chair - Julie Shiek: mjshiek@msn.com

Committee Member – Martin Shiek: mjshiek@msn.com

Committee Member – Jessica Stabler: jessica.stabler@gmail.com

City Staff Liaison – Krystal Brklacich krbrklacich@herriman.org