

# TEQUESQUITE COMMUNITY GARDEN MEMBERSHIP AGREEMENT

Members can be “non-plot holders” or “plot holders” under the Tequesquite Community Garden Bylaws. Members will be able to vote in future elections of Executive Board members and be invited to meetings and scheduled workdays. Annual Dues for Members are **\$10.00** which grants full membership from September 1st to August 31st. Any members who would also like to be a plot holder will need to fill out a separate application and pay an additional fee. Funds will be used to offset costs associated with the development of the Tequesquite Community Garden.

Members can also provide additional funds that can be designated toward our scholarship fund or educational fund.

- Please designate \_\_\_\_\_ as an additional amount to sponsor the membership/plot fee of another.  
 Please designate \_\_\_\_\_ toward the educational programs fund.

**Full Name:** \_\_\_\_\_

**Residence Address:** \_\_\_\_\_

**Mailing Address (if different):** \_\_\_\_\_

**Phone (weekday):** \_\_\_\_\_ **(evening/weekend):** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Interested in a garden plot:** Y  N

**Please mark the areas in which you would be interested and willing to help:**

\_\_\_\_ Path Construction    \_\_\_\_ Initial Plantings    \_\_\_\_ Soil Preparation    \_\_\_\_ Site/Path Maintenance  
\_\_\_\_ Construction Projects    \_\_\_\_ Educational/ Social Event Planning    \_\_\_\_ Fundraising    \_\_\_\_ Assist in managing the garden

I agree to abide by the Bylaws, Administrative Guidelines, and Rules as well as the City of Riverside’s Garden Agreement.

I understand that by my voluntary participation in activities at the Tequesquite Community Garden and those related to it, there are risks of physical injury to my person or property, loss of property as well as risks due to the active or passive negligent conduct of Garden officers, members, myself or others. I assume full responsibility for any risk of bodily injury, death or property damage or loss incurred by myself or any of my guests in connection with my activities from any cause whatsoever.

I agree to indemnify, hold the Tequesquite Community Garden, its Officers, Executive Board members, agents, volunteers and membership harmless and forever release from any and all liability, loss, damage or injury caused by or arising from their actions, omissions or any negligence or those of others, including myself. I further agree to give up my right to sue them for any and all property damage or loss, personal injury or wrongful death resulting from their actions, omissions or negligence, my own negligence, or the negligence of others. My signature on this document will also prevent my heirs, assigns, representatives, legal guardians or any person who may sue on my behalf from suing as well.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*For official use only*

Dues Received: \$ \_\_\_\_\_ By \_\_\_\_\_ Date: \_\_\_\_\_ City Liability waiver signed:

Please make checks payable to **“Tequesquite Community Garden”**  
Please **PRINT, PAY,** and **POST** to the following address: T.C.G. P.O. Box 53055 Riverside, CA. 92517

**CITY OF RIVERSIDE AGREEMENT TO RELEASE ALL LIABILITY BY  
SIGNING THIS DOCUMENT YOU ARE GIVING UP YOUR RIGHT TO SUE**

ACTIVITY: Tequesquite Community Garden DATE OF ACTIVITY: September 1, 2017  
through August 31, 2018

I understand that I am in no way required to participate in the above named activity and that my participation is voluntary.

I understand that I must sign this release of liability if I would like to participate in the above named activity.

I understand that the City of Riverside is permitted by law to require me to sign this release of liability before permitting me to participate in the above named activity.

I understand that by signing this document I am forever agreeing to indemnify and hold the City of Riverside and its employees, officers, managers, agents and council members harmless from any and all liability, loss or damaged caused by or arising from their negligence, or those of others, including myself.

I understand that I am agreeing to forever release from liability the City of Riverside and its employees, officers, managers, agents, and council members and further agree to give up my right to sue them for any and all property damage, personal injury or wrongful death resulting from their negligence, my own negligence, or the negligence of others. My signature on this document will also prevent my heirs, assigns, representatives, legal guardians, or any person who may sue on my behalf, from suing as well.

I understand that by participating in this activity, there are risks of physical injury to my person or property, as well as risks due to the negligent conduct of the City and its employees, myself, or others, involved with the above named activity. By voluntarily participating in the above named activity I understand the risks of injury to my person and property and am assuming the risk of such.

**Please be advised that all participants involved in any department programs or events are subject to being photographed. Such photographs may be used by the City of Riverside without an obligation to provide compensation to those photographed.**

PARTICIPANT'S NAME (print):

PARENT/GUARDIAN'S NAME (print): (Required if participant is a minor.)

PARTICIPANT'S OR PARENT/GUARDIAN'S SIGNATURE and DATE:

# TEQUESQUITE COMMUNITY GARDEN APPLICATION FOR PLOT ASSIGNMENT

In order to obtain a plot in the Tequesquite Community Garden, the following application must be submitted. Upon receipt of this application, you will be immediately placed on our interest list for consideration when a plot becomes available. Before a plot can be assigned, the applicant must also provide verification of identity, residence and/or work address for priority plot assignment, sign a Membership Agreement and a Plot Agreement, pay membership and plot fees, sign an annual City of Riverside Agreement to Release All Liability, and agree to comply with the Tequesquite Community Garden Bylaws, Administrative Guidelines and Garden Rules. You will be contacted within 30 days.

## PLEASE PRINT LEGIBLY

**Full Name:** \_\_\_\_\_

**Residence Address:** \_\_\_\_\_

**Mailing Address (if different):** \_\_\_\_\_

**Phone (weekday):** \_\_\_\_\_ **(evening/weekend):** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Employer & Work Location Address:** \_\_\_\_\_

(if not a City of Riverside resident for plot assignment priority over non-residents/workers)

**Emergency Contact Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**I request accessible accommodations: Yes: \_\_\_ No: \_\_\_**

**Do you have any plot preferences?** \_\_\_\_\_

**My Plot Helpers:** \_\_\_\_\_

**Why do you want a plot in the Tequesquite Community Garden?**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Residence address verified: \_\_\_\_\_ Work Address verified: \_\_\_\_\_ Non-resident/worker: \_\_\_\_\_

Plot # \_\_\_\_\_ Assigned by ; \_\_\_\_\_ Date : \_\_\_\_\_

Membership verified: \_\_\_\_\_ City Waiver signed: \_\_\_\_\_ Plot Agreement signed: \_\_\_\_\_

Membership Fees paid: \_\_\_\_\_ Plot Fees paid: \_\_\_\_\_

Member/Plot holder notified on \_\_\_\_\_ via \_\_\_\_\_

Please **PRINT** and **POST** to the following address: T.C.G. P.O. Box 53055 Riverside, CA. 92517

# Tequesquite Community Garden Rules

## *Gardeners are to do the following:*

- ◆ Grow vegetables, herbs, succulents, and flowers for personal or charitable uses during daylight hours.
- ◆ Garden sustainably – please do not introduce toxic materials, invasive plants, or genetically modified organisms into the garden (a list of banned plants and materials is available upon request).
- ◆ Accept shared responsibility for fostering a friendly, supportive, and safe community garden environment.
- ◆ Enjoy your own produce, not other gardeners' (unless invited to do so).
- ◆ Maintain your plot in a way that does not interfere with other plots or pathways.
- ◆ If you cannot attend your plot for more than two weeks, please make arrangements or contact the Garden Coordinator.
- ◆ Use water efficiently and report any leaks to the Garden Coordinator.
- ◆ Use common composting bins for allowable waste materials – please review posted composting bin rules.
- ◆ Take any non-compostable trash out of the garden when you leave.
- ◆ Return community tools, hoses, and other devices to their proper place when finished using.
- ◆ Help maintain and make advanced arrangements for the use of common areas.
- ◆ Ensure that children under the age of 12 are accompanied by a responsible adult.
- ◆ Do not share the garden gate lock combination with anyone.
- ◆ Abide by all federal, state, and city laws, rules, ordinances, and regulations.
- ◆ If you see or experience a life-threatening emergency, call 911 immediately.

If you have any questions or suggestions about these rules, please text or call the |Garden Coordinator at (951) 369-5223 or email [silvestri.pat@gmail.com](mailto:silvestri.pat@gmail.com).