

# St. Thomas Community Garden

## GARDENER COVENANT

*The mission of the St. Thomas Community Garden is to care for the Earth, build community, and offer contemplative space, in order to foster vital connections among people and God's good creation. This will be accomplished by providing places to grow food, promoting sustainable gardening practices, distributing wholesome food for those in need, and developing the labyrinth as a spiritual resource.*

Bed #(s): \_\_\_\_\_ Year: \_\_\_\_\_

In consideration for the privilege to participate in the St. Thomas Community Garden, 300 South Smith Road, Bloomington, Indiana 47401 ("STCG"), the undersigned Gardener(s) ("Gardener") agree(s) to the following:

1. ADMINISTRATION: The STCG is administered by St. Thomas Lutheran Church (3800 East Third Street, Bloomington, Indiana 47401). The STCG follows the requirements in this covenant, the STCG Registration Form, and the Organic Guidelines. St. Thomas Lutheran Church ("STLC") and its related groups oversee the development and operation of the STCG and have authority to assign garden beds, settle disputes, and disqualify gardeners for violations of this covenant.
2. REGISTRATION: Returning gardeners in good standing from the immediately prior season are invited to apply for use of the same beds they gardened in the prior year. New gardeners and returning gardeners in good standing who wish to apply for the use of beds other than those they used in the immediately prior year may register for garden beds on a first-come, first-served basis. Up to two garden beds per gardener will be considered prior to May 1, after which point an unlimited number of beds may be used, based on staff approval and availability.
3. CONTACT INFORMATION AND COMMUNICATION: STLC may be reached at [officestaff@stlconline.org](mailto:officestaff@stlconline.org) or at (812) 332-5252 during office hours (9 a.m. – 5 p.m. weekdays). Special events and important information will be communicated by e-mail to all gardeners. Gardeners preferring an alternative method of communication for primary contact must indicate this on STCG Registration Form. Notification of change of address, e-mail, or telephone number must be given to STLC by e-mail, telephone, or in person within one week of making such a change.

4. SUGGESTED DONATION: A donation of \$20 for each garden bed is suggested; \$10 for STLC members. All donations are used to offset direct costs of the STCG. Gardeners are invited to contribute as they are able.

5. MAINTENANCE DONATION: Gardeners using beds that are unmaintained (per section 8 below regarding maintenance) or not fully prepared for winter at the end of the STCG season (see section 6 below regarding the gardening season) may be asked to make a donation to assist with the necessary maintenance (\$20 for each garden bed). Gardeners who do not fully prepare their beds for winter at the end of the season may not renew those beds in the next season.

6. GARDENING SEASON: The STCG season is April 15 through October 31. The garden will open on April 15, weather permitting (gardeners will be notified via e-mail and signs posted at the garden before April 15 if the opening is delayed). Gardeners may not begin any preparation or planting in their bed(s) before the opening of the season. A map will be posted and all garden plot numbers will be marked on a wooden stake located in each bed. Gardeners must be certain they have located the correct bed(s) before beginning any preparation or planting. Gardeners are responsible for maintaining their bed(s) as soon as the gardens are open for the season or immediately when they start use of their bed(s), if after the opening of the season. By Memorial Day, there should be marked progress toward a productive garden. This progress should include: at least half the bed under cultivation; plants established and cared for; and weeds being managed. Harvesting should be completed and beds should be cleared of all materials (i.e. plant material, stakes, cages, twine, wire, landscaping fabric, newspaper, plastic, etc.) and planted with a cover crop or mulched with straw, leaves, or other materials by 5 p.m. on October 31. Gardeners may request special permission to continue to garden in their plots until late November. Such permission must be requested prior to October 1. Approval will be granted on a case by case basis.

7. MAINTENANCE: Garden Beds - Gardeners should consistently maintain their bed(s) throughout the gardening season. Regular maintenance includes: regular weeding, harvesting ripe produce, and removing all dead or diseased plants. Gardeners should make arrangements for weeding, watering, and harvesting in their absence.

8. GARDEN PLOT UTILIZATION: Gardeners unable to utilize or maintain their bed(s) in the way described above, should contact STLC immediately. If contacted, STCG representatives may be able to find a temporary solution until the gardener is able to continue maintaining his/her bed(s). Relinquishing Garden Beds: Gardeners can relinquish their bed(s) to STCG at any time. Beds should be relinquished within two weeks of the cessation of gardening activities. If a gardener sufficiently

maintains/clears, and cover crops or mulches their bed(s) such that STCG does not need to do anything to the bed for the rest of the season, the gardener may renew the same bed the following year. Gardeners should notify STLC when turning in their beds any time prior to the end of the season, October 31. Any gardener leaving a bed early resulting in STCG having to care for it in any way, may be asked to make a maintenance donation (see section 5 above regarding maintenance donations), requested of the primary gardener. Additionally, s/he may not use a bed during the following season. Unmaintained Beds: STCG representatives will contact gardeners with unmaintained beds and those gardeners will be given two weeks to comply with the STCG Covenant. If the gardener does not comply by the end of this two-week period, s/he will give up the privilege to participate in the STCG for the remainder of the season, and the primary gardener will be asked for a maintenance donation (see section 5 above regarding maintenance donations). Additionally, any participating gardener who gives up his/her privilege to participate in the STCG under these circumstances may not use a bed in the following year. Gardeners who receive a two-week notice and then turn in their bed(s) before the end of the two-week period will be considered gardeners who turned in their bed(s) early as described in the “Relinquishing Garden Beds” section above. Extenuating Circumstances: Gardeners may request exceptions to the above rules for extenuating circumstances. Exceptions will be granted at STCG’s sole discretion.

9. DONATION OF PRODUCE: In keeping with its mission, STCG asks that at least twenty-five percent (25%) of the produce from each bed be donated to Monroe County United Ministries or Mother Hubbard’s Cupboard. If deliveries are made directly, please have it weighed and report the weight to the STLC office. A tally will be kept and totals reported at the end of the season. Produce not delivered by gardeners may be brought to the office during business hours for delivery.

10. TOOLS, TRELLISING, AND OTHER MATERIALS: Very limited space is available to gardeners for storage of tools or other materials. Some STCG tools will be available for gardeners to use on a first-come, first-served basis. Gardeners are asked to clean and return tools to storage in an orderly manner after use. Soil amendments, trellising, stakes, cages, and other hardscaping materials are permitted for use during the STCG season, as long as the items are kept within the boundaries of that gardener’s bed(s) and are utilized within two weeks of being placed in those bed(s). Tomato cages and other staking in good condition may be neatly stacked near the STCG garage for interested gardeners to use on a first-come, first-served basis.

11. COMPOST: All plant material from garden beds may be composted in the area west of the garage.

12. WATERING/HOSES: Water hydrants and hoses are available at the STCG. When using hoses, gardeners should be careful not to damage other garden beds and when finished watering securely shut off the water, and untangle and neatly coil the hose on the hose hanger next to the hydrant.

13. GATES/FENCING: Gardeners should close and latch the gates when entering and exiting the garden area. Gardeners may install fencing up to 24 inches high around their bed(s). Raised bed blocks are not to be damaged.

14. ORGANIC GUIDELINES: All gardeners are asked to follow carefully the organic guidelines provided by STCG.

15. RESTRICTED AND PROHIBITED PLANTS: Plantings of cane fruit (raspberries, blackberries, etc.), grape vines, fruit trees, and other woody perennials are not permitted in the beds. Also, invasive plants including, but not limited to, *Artemisia vulgaris*, wandering mint species, and any plant that multiplies in such a way (by seed, rhizome, etc.) as to overtake the bed as a nuisance specimen will not be allowed. STCG will, at their discretion, determine if plants are invasive or otherwise prohibited, and therefore not appropriate for culture in a community gardening setting.

16. TRASH: Gardeners are asked to remove any trash they generate, including empty plant pots and trays, from the garden area and dispose of it properly.

17. PETS: Pets are not allowed at STCG due to food safety concerns and as a courtesy to other gardeners.

18. VEHICLES AND PARKING: All vehicular parking is restricted to the concrete/gravel area near the garage. Overflow parking is available in the church lot at Third and Smith.

19. THEFT AND DAMAGE: Gardeners should report any vandalism, theft, or suspicious behavior or activity in the garden areas to STLC staff immediately. Gardeners are not permitted to remove anything from beds in use by other gardeners without permission of the other gardener. STLC (and STCG) is not responsible for any damage to garden spaces, theft of produce or personal belongings in the vicinity of the garden, or elsewhere.

20. LIABILITY AND INDEMNIFICATION: The undersigned is an adult Program Participant, or is the parent or legal guardian of a Program Participant. The undersigned hereby states that s/he understands the activities that will take place in this program,

and that the Program Participant is physically and mentally able to participate in this program. The undersigned recognizes, as with any activity, there is risk of injury. In the event that the Program Participant sustains an injury in the course of the program, and STLC is unable to contact the appropriate person(s) to obtain consent for treatment, STLC and/or its employees or volunteers are authorized to take reasonable steps to obtain appropriate medical treatment. The Program Participant and/or his/her parent or legal guardian shall be responsible for the cost of such treatment. The undersigned agrees to release, hold harmless, indemnify, and defend STLC, its employees, agents, and assigns, from any claims including, but not limited to, personal injuries or damage to property caused by or having any relation to the activities covered by this covenant, even if arising from the negligence of releasees. It is understood that this release applies to any present or future injuries and that it binds the undersigned, undersigned's spouse, heirs, executors, and administrators. The Program Participant may be photographed and videotaped while participating in STCG activities, and consent is given for the reproduction of such photos or videos for advertising and publicity.

Bed #(s) \_\_\_\_\_

I, the undersigned, have read the St. Thomas Community Garden Gardener Covenant and understand all of its terms. I agree with its terms and sign it voluntarily.

\_\_\_\_\_  
Primary Gardener, Printed Name Primary Gardener, Signature Date

\_\_\_\_\_  
Additional Gardener, Printed Name Additional Gardener, Signature Date

\_\_\_\_\_  
Additional Gardener, Printed Name Additional Gardener, Signature Date

\_\_\_\_\_  
Additional Gardener, Printed Name Additional Gardener, Signature Date

\_\_\_\_\_  
Parent or Guardian, Printed Name Parent or Guardian, Signature Date  
(If gardener is age 17 or younger)