

**Town of Cary | Senior Center Community Garden Application**  
*Located at the Cary Senior Center, 120 Maury O'Dell Place, Cary, NC 27513*  
2023

**Mission Statement**

By participating in the Senior Center Community Garden, you are joining the Town of Cary in creating a garden of plenty to share Cary grown food with each other, our friends, neighbors, and those in need thus making our community and ourselves healthier and more sustainable. Together we will strive to expand and improve the community garden and serve as a model for other community gardens that will emerge within the Town of Cary, regionally, and nationally. We are dedicated to upholding the Town of Cary Statement of Values of preserving and protecting our environment, being proactive in planning for the future and being creative in innovation.

**Lead Volunteer Tasks**

We have several lead volunteer positions. These volunteer positions will be held for the entire rental term (starting January 1 and ending on December 31<sup>st</sup>).

Lead Volunteer for Tools & Equipment

- Transfer tools & equipment to shed
- Maintain Gas in Mower
- Identify tools to be replaced
- Maintain hoses & couplings; coordinate w/ TOC on seasonal water turn on/off & alert gardeners when such is expected to occur

Lead Volunteer for Special Projects

- Schedule 4-6 workdays per year; determine what needs to be done (soliciting priority items from gardeners)
- Coordinate w/beekeepers who maintain hives next to garden to ensure ready source of water & flowers for pollinators
- Work on special projects as they arise.

Lead Volunteer for Education

- Schedule 3-4 education opportunities per year (such as speakers & field trips).
- Schedule Annual Fundraiser (Plant Sale)?

Lead Volunteer for Maintenance

- Update Garden Map
- Maintain Signup sheet for following tasks:
  - Mowing
  - Weeding
  - Pruning
  - Turning Compost Bin

Lead Volunteer for Social Engagement

- Schedule 3 meals/social gatherings per year for gardeners (April, July, October)
- Schedule 1 meal for Public Works Crew (around May)
- Conduct orientation for New Gardeners

Architecture Volunteer Group (to be comprised of ALL Lead Volunteers)

- Address actions & placement of plants, materials, etc., in community areas
- Ensure removal of abandoned pots & personal materials by January 31, 2023

**Plot Rental Program Details**

- There are three (3) different plot sizes:

Small (less than 99 square ft)	\$20 per year
Medium (100-199 square ft)	\$30 per year
Large (200+ Square ft)	\$40 per year

**Senior Center Community Garden Guidelines and Expectations for the Plot Rental Program**

**General**

- The garden year runs from January 1, 2023, to December 31, 2023. No refunds will be provided for any renter that voluntarily or involuntarily leaves the program prior to February 1, 2023.
- Participant may enter premises to establish and maintain garden on or about January 1, 2023 and shall harvest all crops no later than December 31, 2023 when his/her lease will end. Participants shall be notified if inclement weather should delay the opening date and the revised date they may enter the garden.
- Only one plot rental will be permitted per household and plot rentals are open to Cary residents only.
- Plots may not be sublet to any other person.
- Participants in the Community Garden Plot Rental Program are responsible for providing their own hand tools, seeds, plants, and labor.
- All plants that the participants produce in their rented plots are for their own private and personal use.
- The Town reserves the right to evict any participant from his or her garden plot at any time if the participant does not adhere to the Community Garden Guidelines and Expectations outlined in the Community Garden Application Agreement.
- Plot renewal for the 2024 is not guaranteed, however, returning participants may be considered for renewal in December 2024. This consideration will be based on your participation in garden events, workdays, and assistance with maintenance of the common areas. If any plots become available, those on the waitlist will be notified of plot availability. Waitlist is determined by first come, first serve.
- Participant shall be responsible for watering his or her plot. Water hoses are provided by the Town of Cary. Participant shall also be responsible for flushing the

hoses and turning hydrants off when finished. Sprinklers and automatic irrigation systems will not be allowed.

- Participants should be civil and cooperative in relation to other gardeners, neighbors, and the public.
- Each participant is responsible for the day-to-day maintenance of his/her assigned plot.
- Absolutely no personal objects, plant material, or pots may be placed in the common areas (anywhere outside of your assigned plot).
- If any part or condition of this agreement or the rules and regulations are breached, the Town may terminate this agreement and repossess the plot. A written warning will be issued to the participant with a deadline to complete the clean-up of the space. In the event the participant does not meet the deadline, they will receive a Notice of Default and Termination. The participant may enter and harvest existing crops within five days after receiving the Notice of Default and Termination. The Town of Cary will then clean out the garden bed and rent the space to another gardener with no refunds.
- The Town of Cary, Recreation and Cultural Resources Senior Center shall be held harmless for any damage to participants' garden and/or crops due to, but not limited to the following causes: natural causes (flooding, drought, lightening, animals), vandalism, and crop theft.
- At termination of the agreement, the participant shall return the premises to the Town of Cary in a neat and orderly condition
- Illegal or poisonous plants are not permitted.

### **Safety**

- The premises shall be maintained by participant in a clean, neat manner. Participant is responsible for maintaining his/her garden plot and the pathways surrounding it as weed-free as possible. Participant shall not cause damage or waste to the premises and shall not do or bring onto the premises anything which in any way conflicts with the law, ordinances, rules, or regulations; or use the premises in any manner which will damage or annoy others.
- Participant shall have the right of access to and from his/her garden plot.
- Pets are not allowed.
- Vehicles shall be parked in designated areas. **DO NOT PARK IN FRONT OF DOUBLE GATE!!**
- The Senior Center Community Garden is in a public setting and should be designed and utilized with the public's safety in mind. Structural garden elements which a

person may sit on, stand or, walk under or crawl under shall be constructed or installed by the Town of Cary or a qualified contractor.

- Common areas and pathways are to be kept clear and safe for all to pass. Plants shall not exceed the width or length of the rented plot. Plants that impede access to common areas and pathways will be trimmed and removed.
- To minimize disruption of access, do not block sidewalks or pathways with stockpiles of materials, such as manure, woodchips, garden debris, etc. Any stockpiles should be temporary (temporary defined as 48 hours) and kept out of the public view. All your items should be placed and kept INSIDE of your plot.
- No altering of the outside dimensions of the plot is allowed.
- No person under 55 years of age may rent a plot. Persons under 55 may participate only as part of the plot renter's group or family.
- No personal tools, materials, plant pots/planters shall be stored or placed in walkways

### **Compost**

- Participants are responsible for the removal of all waste from the garden site. Excess organic waste can be put into compost bins. No weeds, grasses, diseased, or invasive species of plants will be placed in the compost bins. Non-organic waste should be removed when leaving.

### **Harvesting**

- All plant materials grown in the individual plots are the sole property of the participant. No one is permitted to tamper, harvest or trespass on another gardener's plot without permission.
- All plants that the participant produces in their rented plots are for their own private and personal use.

### **Chemical Use**

- The use of non-organic insecticides, herbicides, or chemicals of any kind is not permitted. Participants are to use organic-like gardening practices.

### **Contact Info**

- As soon as possible notify the Town of any major repairs that are required by emailing [brett.moraes@townofcary.org](mailto:brett.moraes@townofcary.org).
- In case of illness, travel or any extended time away from the rented plot, notify the Town by emailing [brett.moraes@townofcary.org](mailto:brett.moraes@townofcary.org).

**Election to Participate in the Town of Cary’s Senior Center Community Garden Plot Rental Program**

\_\_\_\_\_ (name of individual that will be renting the garden plot, herein referred to as the “Participant”), after having read and agreed to the requirements contained in the attached document, elects to participate in the Town of Cary’s Senior Center Community Garden Plot Rental Program, administered through the Parks, Recreation and Cultural Resources Department. The Participants and all of their volunteers agree to abide by the Program requirements and safety guidelines set forth in the attached document titled “Town of Cary Senior Center Garden Agreement and Application.” Participant understands that there are dangers inherent in participating in this activity including, but not limited to, bodily injury, disability and death. Participant also understands that participating in this activity involves risks that include inclement weather or excessive heat, proximity to vehicles or equipment, contact with and actions of other Participants and/or the public, slips/trips/falls, repetitive motions and/or heavy lifting, and exposure to wildlife (including snakes and biting insects), among others. If Participant allows a child to participate in this activity, they agree that they are a parent, legal guardian, or otherwise responsible for the child who is participating, and they release, waive, and discharge any legal rights that they may assert on behalf of the child participating in this activity. In return for the opportunity to participate in the Program, Participants agrees for itself and for its heirs, assigns, executors, and administrators to release, waive, and discharge any legal rights it may have to seek payment or relief of any kind from the Town of Cary, its officers, employees or agents, for injury, illness, or death resulting from the Program. Participant also agrees not to sue the Town of Cary, its officers, employees or agents, and agrees to hold harmless and indemnify the Town of Cary, its officers, employees, or agents, for all claims, damages, losses, or expenses, including attorney’s fees, if a suit is filed concerning an injury, illness, or death resulting from participation in this Program.

**Participant:**

Name (printed): \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

- Plot # \_\_\_\_\_
- Paid Date \_\_\_\_\_
- Check # \_\_\_\_\_
- Staff Initials \_\_\_\_\_ Date \_\_\_\_\_

The Town of Cary recognizes the above-named Participant as applying to rent a garden plot at the Senior Center Community Garden from January 1, 2023, to December 31, 2023.