



2016 Garden Plot Applicants,

Along with this letter, the Bloomington Community Gardens Resident Application Packet contains the Bloomington Community Gardens Rental Agreement and a 2016 Plot Application. Please review both the rental agreement and application. If you are interested in renting a garden plot please return your completed application, including signature and payment of \$39.00 per plot, to Parks and Recreation (attention: garden plots) at the address shown on the bottom of this page. Applications with credit card payment may be faxed or e-mailed. If you choose to fax your application we ask that you call to confirm its receipt.

Applications from Bloomington residents should be submitted as soon as possible beginning February 16 and will be processed on a first-come, first-served basis. The priority application period for residents ends February 29th. Nonresident applications may be submitted beginning March 1st. **Nonresident applications received prior to March 1st will be returned to the applicant or processed beginning Wednesday, March 2nd.** If applying after February 16, please check the website prior to submitting your application. We will update the web page (see link below) as gardens fill. If the site you hoped to garden is full and you would like to be added to a waiting list, please submit an application without payment and make note in the payment section that you would like to be added to the waitlist.

In 2016 the Bloomington Community Garden season will be April 22 – October 23, weather dependent! June 1st is the deadline for garden plots to be planted. If you are unable to plant your garden by this date, please contact me or your plot may be tilled and/or rented to another gardener.

Thank you for your interest in Bloomington Parks and Recreation facilities. If you have any questions regarding renting a plot in one of our Community Gardens, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Mara Evans".

Mara Evans
Parks & Recreation Division
mevans@bloomingtonmn.gov
952-563-8882 (direct)
952-563-8715 (fax)



BLOOMINGTON COMMUNITY GARDENS RENTAL AGREEMENT

THE CITY AGREES TO:

1. Till the garden plots prior to planting.
2. Stake out each plot and identify all plots by number.
3. Give renters (in good standing) of preceding year priority in renting the following year. The priority only guarantees the renter the same number of plots at the same garden site if application is received by the returning renter deadline.
4. Make water accessible to gardeners. (Note: hoses are not available and may not be used.)
5. Refund rental fee (less a \$10 administrative fee) if requested in writing on or before April 15, 2016

I, THE COMMUNITY GARDENER, AGREE TO:

1. Supply my own seeds, organic fertilizer, water containers and tools for proper preparation and cultivation of crops.
2. Plant my garden no later than June 1, 2016.
3. Be a good gardening neighbor:
 - Limit activity by me and my family or guests to my personal plot only.
 - Park only in approved parking areas (at the Smith Gardens site garden parking is not allowed on the west side of Park Avenue).
 - Harvest produce from my garden plot only.
 - Help keep the area clean; remove paper and trash from the area.
4. Keep garden pests (weeds, insects and diseases) under control. Weeds are considered to be out of control if they are greater than 6 inches in height, flowering or going to seed.
5. Use only 100% organic fertilizers to amend the soils of your plot. Commercial chemical pesticides and fertilizers not certified organic for gardening are not to be used; this includes insecticides, fungicides, and herbicides. Some organic materials to use might include pheromone traps, horticulture oils, insecticidal soaps and hot pepper sprays. Biodegradable mulch such as compost, leaves, straw and hay are encouraged. Use of commercial chemical pesticides and fertilizers not certified organic for gardening is grounds for immediate forfeiture your plot, no refund will be given. (The City does not guarantee the fertility of the soil or that soil is chemical free from previous users, nor does it recommend amending the soil at the end of the season as gardeners may not be assigned the same plot in future years.)
6. Keep my fence, plants and produce within the boundaries of my rented plots (10'x15' ground level or 4'x15' raised bed plot). I understand that should my fence, plants or produce extend beyond my designated plot boundaries they may be removed, mowed over or plowed up. (Fencing placed within plots but that leans out beyond plot boundaries is not allowed.)
7. At the end of the season, clean up my garden; remove all manmade materials (including all weed blocking material) but leave all plant materials in my plot. If *any* weed blocking materials (plastic, fabric, etc.) or other manmade materials remain in my plot after October 23 I, the gardener, may be required to pay a penalty of up to \$50.00 and/or be prohibited from renting a garden plot with the City of Bloomington in the future.

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The community gardener shall keep his/her garden plot(s) cultivated and shall abide by the following restrictions:

- a. No structure, other than protective fencing, shall be built on the premises. Individual gardens may be fenced with chicken wire no more than 6 feet in height to protect crops from animals. Only brown, green, gray or black fencing may be used. No portion of fencing may extend outside of the 10'x15' plot boundaries (these boundaries will be designated by plot markers and wooden stakes. These markers and stakes should remain in place throughout the gardening season.
- b. Garden tools may not be left unattended.
- c. No tall growing trees shall be planted thereon.
- d. Plant tall crops, such as corn in the southern portion of your plot so as not to shade others' garden plot.
- e. No temporary fixtures, portable equipment, or materials shall be placed on the premises which may tend to create a nuisance.
- f. No automobiles, trucks or trailers shall be parked on the premises, except in the designated parking lot or on the street.
- g. No use of the premises shall be made which tends to induce third persons to drive or trespass upon land adjacent to garden plots, or which give rise to bona fide objections to such use from residents in the area.

Failure to abide by the terms of this agreement may result in revocation of plot rental and/or return renter priority status for 2017 garden plot rentals.

The community gardener agrees to assume all liability and to indemnify and compensate the City and Xcel Energy for any injury or damage to persons or property including Xcel Energy's property or employees occasioned by or arising in connection with the use of the premises by the community gardener. The community gardener further agrees to defend, indemnify and hold harmless the City and Xcel Energy against all actions, claims, damages or demands which may be brought or made either against the City or Xcel Energy or against Xcel Energy's interest in the premises by reason of anything done by the community gardener, in the exercise or purported exercise of the rights and privileges herein granted.

In case of termination of the lease agreement between the City of Bloomington and Xcel Energy, the City shall immediately notify gardeners at the Smith Gardens site of the termination and any displaced renters would have first rights to available plots at the Harrison site. The community gardener shall have 15 days to clean up his/her garden plot.

THE CITY OF BLOOMINGTON AND XCEL ENERGY ASSUME NO LIABILITY FOR ACCIDENTS OR INJURY TO PARTICIPANTS OR OTHERS EITHER ON OR ADJACENT TO THE GARDEN AREA. NEITHER DOES THE CITY OR XCEL ENERGY ASSUME RESPONSIBILITY FOR ACTS OF VANDALISM OR LOSS OF CROPS DUE TO THEFT.

I agree to abide by these conditions set forth for the Community Gardener.

Applicant's signature on the Garden Plot Application acknowledges receipt and agreement to abide by the conditions contained within this Community Gardens Rental Agreement.



For office use only:

Date received _____
New /Returning _____
Res /Non - res _____
Plot #(s) assigned _____

BLOOMINGTON COMMUNITY GARDENS
2016 Plot Application

Residents may submit beginning February 16th - Nonresidents may submit beginning March 1st

Applicant Information:

- Bloomington Resident (Applications may be submitted beginning February 16th)
Non-Resident (Applications may be submitted beginning March 1st)

Last Name* _____ First Name* _____

Street Address* _____ Apt# _____ City* _____ Zip Code* _____

Home phone number* _____ Work/Cell _____

Email address _____

Not required but supplying e-mail information will provide you with important updates - i.e. delay of spring tilling due to weather.

- Yes No I allow Park & Rec to share my e-mail address with other community gardeners
Yes No Please save paper and send my rental receipt via email

Plot Preference:

I would like to rent at Harrison Park / Smith Park / no site preference*
Please circle one (if both sites are acceptable please rank "1st" and "2nd")

I would like to rent _____ plots* (Limit of 3 plots at Smith , 2 plots at Harrison or 1 raised bed plot)
(Number of plots)

I prefer plot number(s): _____ (list in preference order)

If the above plots are not available assign me:

- the plot(s) closest to a water tank the plot(s) in the east/ west /center row (circle one)
I have limited mobility and would like a raised bed at Harrison Park (additional paperwork required)
other (please explain) _____

I have read and agree to abide by the Community Gardens Rental Agreement

Applicant Signature* _____ Date* _____

Payment Information: Enclose \$39.00 per plot rental fee

- My household has been approved for 2016 fee assistance (staff will verify when processing application)
Check (made out to City of Bloomington) Cash Credit Card (VISA, MC, Disc, AmEx)

Name on credit card _____ Amount to be charged: _____

Signature _____ Expiration Date: _____

Credit card number _____

* required information