



Park Pride  
 233 Peachtree St., Suite 1600  
 Atlanta, Georgia 30303  
 404.546.6852  
[www.parkpride.org](http://www.parkpride.org)

## Adopt-A-Community Garden Agreement

|   |  |                          |  |
|---|--|--------------------------|--|
| Organization Name   |  | Primary Contact          |  |
| Organization Address  |  | Primary Contact Address: |  |
| Email   |  | Phone                    |  |
| Park Name   |  |                          |  |
| <p>This Agreement, including all of the attachments hereto, is made this __ day of _____, 20__, between Park Pride Atlanta, Inc. ("Park Pride") and _____ (hereinafter "Group").</p>  |  |                          |  |
| <b>Expectations</b>   |  |                          |  |
| <p>The Group is primarily responsible for the construction, operation, and maintenance of the [Name of Community Garden] located at:<br/>         _____.</p>  |  |                          |  |
| <b>Community Support and Approvals</b>  |  |                          |  |
| <p>The Adopter Group has obtained community support for [Name of Community Garden] according to the following protocol:</p> <ol style="list-style-type: none"> <li>1. Incorporating a community garden into an approved Master or Visioning Plan and/or obtaining approval of the appropriate neighborhood association or planning unit (NPU) as evidenced by a letter of approval (Attachment 6).</li> <li>2. Placed a Park Pride approved sign indicating "Proposed Community Garden Site" for at least 14 days at garden location</li> <li>3. Obtained written approval of the site plan from the Parks Department before beginning construction of the garden</li> </ol>  |  |                          |  |
| <b>Mandatory Procedures and Rules</b>   |  |                          |  |
| <p>The Group shall adhere to the mandatory procedures for operating the garden. As used in this Agreement, "Gardener" means a person or entity assigned a garden plot, including each member of the Adopter Group. Additional rules can be adopted by the Group if they do not conflict with the letter or spirit of the mandatory procedures and rules.</p>  |  |                          |  |
| <b>Waiver of Liability</b>  |  |                          |  |
| <p>Each Gardener must sign and submit a Waiver of Liability (Attachment 4) to Park Pride before undertaking any actions at the garden. If a Gardener is an organization, an officer of the organization with authority to bind the organization must sign a Waiver of Liability (Attachment 5) and each member of the garden must sign a Waiver of Liability (Attachment 4) before undertaking any actions at the garden. Failure of the Group to obtain a signed waiver of liability before a Gardener take action at the garden constitutes a breach of this contract. A Gardener who does not sign a waiver is not granted permission to undertake any action or manage a plot in the garden.</p>  |  |                          |  |
| <b>Restoration</b>  |  |                          |  |
| <p>The Group is responsible for restoring the garden area to pre-construction conditions if: 1) this Agreement is terminated, or expires and is not renewed; 2) the Parks Department requests restoration. If restoration is required, the Group must perform it within 30 days after gardening ceases, the Agreement expires and is not renewed, or is terminated, whichever is earlier. The Group shall post a restoration bond of \$250 to Park Pride before garden construction to pay for restoration if required. Park Pride, with the Park Commissioner's consent, has authority to increase the bond amount. The funds will be deposited into an escrow account and any accrued interest shall be held by Park Pride and used for restoration costs associated with any garden where its bond is insufficient to fund restoration. If restoration is not requested, or the site is restored to its original condition, Park Pride shall refund the unused bond proceeds to the Group. If restoration is required, but does not occur to the Parks Department's satisfaction, bond funds may be used for restoration. Any portion of the bond not utilized for restoration shall be returned to the Group. This provision shall survive the termination or expiration of this Agreement.</p> |  |                          |  |

Repairs to Park

The Group is responsible for complete repair of any damage to the park arising from garden construction or operation and must complete repairs within 30 days of receiving notice from the Commissioner or Park Pride. If the group fails to do so, repairs may be made at the direction of Park Pride or the Commissioner, with the Group responsible for those costs. If the Group fails to do so within 30 days of receiving a bill, Park Pride may use the restoration bond to pay for the costs and may terminate this Agreement.

Recognition

Groups have the option to purchase from Park Pride an 18" X 24" sign to be placed at the Garden.

Evaluation and Feedback

Park Pride will visit every garden at least annually. The visits will serve as an evaluation of the garden, and a means by which Park Pride can stay informed of the progress of the garden and offer assistance when needed.

Community Garden Commitment

The Group must consist of at least three persons and one of them shall be designated the primary contact, who agrees to share all Park Pride garden group emails with all gardeners. Park Pride considers each member of the Group jointly and severally responsible for the condition of the Garden and will alert at least the primary contact in the event that the Garden condition is unacceptable.

Terms of Agreement

This Agreement will be automatically renewed annually from the date signed unless either Park Pride or the Group provides written notice at least 30 days prior to the expiration of this Agreement to the other of its desire not to renew.

Termination

If the Garden is inadequately maintained, Park Pride will contact the Group to determine if they wish to continue participating in the program. If so, Park Pride shall notify them of corrective actions that must be taken and the time frame in which they must be completed. Should the Group be in violation of some other provision of this Agreement, Park Pride shall notify them of the violation and the corrective action required. Park Pride shall state the time frame in which corrective action must occur, which shall be based upon the seriousness and safety implications of the matter. If the Group fails to act in the timeframe provided, or repeats a violation, Park Pride may terminate this Agreement with 30 days' notice, at no cost to Park Pride or the City. In addition, Park Pride and the Group each have the right to terminate this Agreement without cause by providing the other party at least 90 days written notice, and termination shall be at no cost to the party choosing to terminate, except that the Group remains responsible for paying all costs described in the Restoration section, regardless of which party chooses to terminate the Agreement. If at any time Park Pride determines that the conduct, acts or omissions of the Group are contrary to the terms or purposes of this Agreement such that they (a) pose an imminent threat to the viability of the Garden; (b) pose a threat to the health, welfare and safety of the community; or (c) adversely impact the community's use or enjoyment of the park, then Park Pride may immediately terminate this Agreement for cause at no cost to Park Pride or the City.

IN WITNESS WHEREOF, Park Pride through its duly authorized official, and each member as a representative of the Adopter Group, namely:

Adopter Group Contact Information

|              |       |
|--------------|-------|
| Printed Name | Phone |
| Signature    | Email |
| Printed Name | Phone |
| Signature    | Email |
| Printed Name | Phone |
| Signature    | Email |

Hereby execute this Agreement, the day, month and year first above written.

Park Pride Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Adopter Group's Organization \_\_\_\_\_

Name of Community Garden \_\_\_\_\_

## MANDATORY RULES and OPERATING PROCEDURES

| Design and Construction of the Garden  |
|--|
| <p>The Group shall prepare a site plan showing the location, dimensions, and any associated structures or other elements of the garden. The cumulative area of the garden shall be no more than 2 acres or 5% of the park, whichever is less, unless otherwise approved by the Parks Department. The plan shall be submitted to Park Pride and approved by the Parks Department before construction begins. The Group is responsible for any damage to the park from garden construction or operation. A request and revised site plan must be submitted to Park Pride and approved by the Parks Department prior to garden re-configuration or plot size or location modification. No barriers to general public access can be erected. If a fence is erected around the garden, any gate shall remain unlocked. Trees are not allowed to be planted unless specific written permission is granted by the Parks Department.</p>   |
| Name of Community Garden   |
| <p>The official name of the garden must be the name of the hosting park (e.g., the garden in Walker Park is the Walker Park Community Garden). A secondary name may be adopted for recognition purposes or other reasons (e.g., the Joy Smith Memorial Garden).</p>  |
| Primary Contact Responsibilities   |
| <p>The Group will select one member to be the primary contact. Though Park Pride deems each member of the Group jointly and severally responsible for construction, operation, and maintenance of the Garden, the primary contact shall fulfill or delegate, these duties:</p> <ul style="list-style-type: none"> <li>• Act as the main contact for the City of Atlanta, Park Pride, and the public.</li> <li>• Establish the restoration bond with Park Pride.</li> <li>• Maintain and manage a waiting list for garden plots.</li> <li>• Assign plots on a yearly basis or as needed.</li> <li>• Establish an account for any donations and use funds in accordance with the Garden Finances section below.</li> <li>• Issue ‘Weedy Warning’ emails or similar notice to any Gardener whose plot is neglected.</li> <li>• Coordinate an Orientation Session for new Gardeners.</li> <li>• Coordinate volunteer days for overall maintenance of garden.</li> <li>• Notify Park Pride within 7 days if the primary contact or the composition of the Adopter Group is changed.</li> <li>• Notify Park Pride if the Adopter Group wishes to transfer, terminate or not renew this Agreement.</li> </ul> |
| Non-Discriminatory Practices   |
| <p>The Group shall operate in a respectful and courteous manner, and not discriminate based on race, color, creed, religion, sex, domestic relationship, parental or familial status, sexual orientation, national origin, political affiliation, disability, age, or gender identity.</p>   |
| Conflict   |
| <p>Many conflicts can be prevented with clear, inclusive, proactive communication, and thoughtful planning that anticipates issues. Conflict may occur when there is a misunderstanding or someone feels out of the loop. Use multiple methods to convey important messages and policies – including signs, emails, meetings, and conversations. If conflict arises make sure all involved feel heard and that their concerns have been acknowledged. Use a collaborative process to find common ground and positive solutions. Find a neutral third party to help facilitate when necessary. Community gardening is intended to foster positive relationships among gardeners. Park Pride expects those involved to solve issues in a productive way that reaches consensus. If this cannot be accomplished, Park Pride may recommend disbanding the garden.</p>  |
| Plot Assignment and Use  |
| <p>Plots can be preferentially assigned to persons who have demonstrated commitment to the garden by volunteering in its construction, operation, or maintenance. Otherwise, plots will be awarded from a waiting list or on a first come first served basis. There is no term limit on plot assignment. Gardeners may continue gardening as long as they comply with the garden rules. Gardeners are encouraged to share produce and seeds, but shall not take produce from another’s plot without express permission. Produce from the garden cannot be sold.</p>  |
| Garden Finances  |
| <p>The group may request an annual donation for use of a plot to fund operation and maintenance of the garden. Donations must be used for education, construction, operation, or maintenance of the garden (e.g., to purchase hoses, signs, fencing, or to post a restoration bond).</p>   |

Garden expenditures over \$100 should be approved by the gardeners. Costs associated with an individual's plot improvement, maintenance, and plants/seeds are the responsibility of the Gardener.

#### Forfeiture of Plots

If it becomes necessary to force forfeiture of a Gardener's plot for lack of maintenance or other reasons, a letter or email shall be sent to the Gardener informing him/her of the forfeiture and the reason for it. If the sole basis for the forfeiture is lack of maintenance, the Group shall make at least 2 written attempts, with at least 14 days between attempt, to bring the Gardener into compliance before choosing forfeiture. If forfeiture is based upon a reason other than or in addition to lack of maintenance, the Adopter Group, in consultation with Park Pride, shall determine whether it is appropriate attempt to bring the Gardener back into compliance before choosing forfeiture.

#### Organic Only

Fertilizers, herbicides, and pesticides made from synthetic chemicals are NOT permitted. Those made from natural materials are permitted, but are to be used sparingly and with caution. Non-organic seeds and seedlings are allowed, but must be grown using organic methods.

#### Garden Maintenance

The garden is intended to support food production and the exuberant growing of plants is encouraged, meaning that plots may not always look "picture-perfect", yet be achieving the goal of growing produce. The garden shall be maintained in a safe, usable condition, with clear paths and tools and supplies stored safely. Plots should be mulched, plants cared for, and produce actively harvested. If a Gardener cannot tend her/his plot for an extended period they should arrange for assistance. If a plot is untended the Gardener may receive a "weedy warning" email or other warning notice from Group. If the plot is not tended within 14 days of the warning, the Group may issue a second warning that the Gardener has 14 days to tidy the plot or it will be reassigned and the contents and any donations made will be forfeited.

**ADOPTER AGREEMENT - ATTACHMENT 4**

**WAIVER OF LIABILITY**

**Community Garden Name:** \_\_\_\_\_

**Park Address:** \_\_\_\_\_

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I \_\_\_\_\_ (Print Name), residing at \_\_\_\_\_, hereby agree to waive, release, and discharge from any and all liability, and hold harmless Park Pride and all of its staff, officers and directors; the Atlanta Community Garden Association; and the City of Atlanta, and all of their officials, employees, volunteers, agents, and representatives, from any and all liability for negligence or any other claim, judgment, loss, liability, cost and expenses (including, without limitation, attorneys' fees and costs) arising out of or connected with my participation in the Adopt-a-Garden program located in \_\_\_\_\_ Park. I warrant that I have read this Waiver of Liability in its entirety and fully understand its contents. I have signed this document voluntarily and of my own free will.

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

**Signature of Adopter or Plot Owner:** \_\_\_\_\_

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

**WAIVER OF LIABILITY**

**Community Garden Name:** \_\_\_\_\_

**Park Address:** \_\_\_\_\_

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, \_\_\_\_\_ (Name of Organization/Corporation/Entity), located at \_\_\_\_\_, hereby agrees to waive, release, and discharge from any and all liability, and hold harmless Park Pride and all of its staff, officers and directors and the City of Atlanta, and all of their officials, employees, volunteers, agents, and representatives, from any and all liability for negligence or any other claim, judgment, loss, liability, cost and expenses (including, without limitation, attorneys' fees and costs) arising out of or connected with \_\_\_\_\_'s (Name of Organization's) participation in the Community Gardening program located in \_\_\_\_\_ Park.

I warrant that I am an officer of \_\_\_\_\_ (Name of Organization), have the authority to execute this Waiver of Liability on behalf of \_\_\_\_\_ (Name of Organization), and bind \_\_\_\_\_ (Name of Organization). I have read this Waiver of Liability in its entirety and fully understand its contents. I have signed this document voluntarily and of my own free will. I am signing this Waiver of Liability on behalf of \_\_\_\_\_ (Name of Organization).

**Name of Organization:** \_\_\_\_\_

**Signature of Officer:** \_\_\_\_\_

**Officer's Title:** \_\_\_\_\_

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

**Department of Parks and Recreation LETTER OF APPROVAL - ATTACHMENT 6**

The City of Atlanta's Department of Parks and Recreation is pleased to grant permission for the creation of a community garden in **[Name of Park]**.

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Commissioner, Department of Parks and Recreation

Recommended by:

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Director of Parks

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Director of Park Design

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District Operations Manager