



# UNIVERSITY OF SOUTH CAROLINA UPSTATE COMMUNITY GARDEN CONTRACT 2023

This USC Upstate Community Garden contract is valid for the **Summer and Fall 2023** semester beginning: **May 1, 2023** and ends: **December 15 2023**.

## **Introduction:**

The USC Upstate Garden Committee is the governing authority of the University of South Carolina Upstate Community Garden.

**Non-compliance with the rules, terms, and conditions is cause for exclusion from the garden and loss of your plot.**

1. You will receive one verbal warning from a garden coordinator.
2. If no response or correction has been made, you will receive written notice one week later.
3. In another week, if no response or correction has been made, you will receive written final notification that you have forfeited your gardening privileges and plot.
4. You will be allowed to reapply for another garden plot after one academic year and at the discretion of the garden committee.

## **Rules, Terms, and Conditions for Participation**

**SPECIAL NOTE: Use of the garden reflects is a privilege, not a right, given from the University. As a result, please be sure to maintain your garden and regularly harvest your crops, keep your plot free of weeds, trash, and dead plants. The Garden Committee asks that you maintain your plot regularly.**

As a member of the University of South Carolina Upstate Community Garden, I agree to abide by the following rules, terms, and conditions:

1. I use this garden in coordination with the USC Upstate Garden Committee. I agree to abide by its policies and practices.
2. The fee for the use of the garden is not charged at this time. In the future there may be a fee per plot, per semester, due on or before the beginning of the semester. You will be notified before renewing your contract.
3. Once I have been assigned a plot, I will cultivate and plant it within two weeks. I will garden throughout the semester. My plot cannot be left fallow or unused for any period of one week or longer, more than one time a semester. If this occurs, the non-compliance rules will come into effect.

4. My plot is number ( ) and is 4 x 8 feet. I will not expand my plot beyond this measurement or into paths or other plots. I will keep all my plants within the limits of my garden plot and will not allow any plants to grow more than 5 feet high. **I must keep my plot free of weeds, pests, and diseases.**
5. I will keep my plot, paths, and surrounding areas clean and neat. I will completely separate my trash into three groups: 1) dead plants, leaves, and other green waste plant parts; 2) rocks, stones, and inorganic materials; and 3) paper, plastic, cardboard, wood, metal, and other recyclables. I will put each type of trash only in the areas designated specifically for each. Anything I bring from my home I will take back home. I will not bring household trash and leave it at the garden.
6. If I must abandon my plot for any reason, I will notify the garden coordinator immediately.
7. I will not plant any illegal plants. I will not smoke, drink alcoholic beverages, use illegal drugs, or use tobacco on the campus of USC Upstate including the garden. I will not come to the garden while under the influence of alcohol or illegal drugs.
8. I will not bring weapons or pets on the campus of USC Upstate including the garden, with the exception of service animals.
9. Guests and visitors, including children, may enter the garden only if I accompany them. They must follow all rules, terms, and conditions stated here. I will supervise my guests at all times when they are in the garden. I am solely responsible for the behavior of my guests.
10. The garden coordinator will assign me general garden maintenance, education and outreach tasks each month, and I must complete them by the end of the month that I am assigned them.
11. I will water my plot according to watering guidelines.
12. I will attend the regular garden organization meetings. If workshops are offered, I will attend at least one on each of the following topics: soil preparation and maintenance, watering the vegetable garden, and pest and disease control.
13. I will not apply any pesticides or herbicides in the garden.
14. I will not make duplicate keys of any locks at the garden or give my key or lock combination to another person.
15. I will not take food or plants from other gardeners' plots. I will not take anything from the garden that is not rightfully mine.
16. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.
17. I will work to keep the garden a secure and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.
18. I will return any tools or equipment used to their proper place in the same condition in which I found them.

## Commitment

I have read and understand the application and accept these rules, terms, and conditions stated above for the participation in the University of South Carolina Upstate Community Garden.

### USC UPSTATE RELEASE AND WAIVER OF LIABILITY FORM

I hereby in full recognition and appreciation of the dangers and risks inherent in such activities, do hereby waive, release and forever discharge the University of South Carolina Upstate, their officers, agents, employees, from and against any all claims, demands, actions or causes of action, for cost, expenses, or damages to personal property, or personal injury, or death, which may result in participation in the aforesaid activities. I admit that my participation in the described activity is voluntary, and understand that my participation is solely at my own risk, and assume full responsibility for any resulting injuries or damages. I recognize that this Waiver and Liability Release means that I am giving up, among other things, rights to sue the University of South Carolina Upstate, their officers, agents, and employees for injuries, damages, or losses I may incur as a result in my participation in the aforesaid activities, I also understand that this Waiver of Liability and Release binds my heirs, executors, administrators, and assigns, as well as myself. I have read this entire Waiver of Liability and Release; I fully understand it and agree to be legally bound by it.

1) Gardener Name (Print) : \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

2) Gardener Name (Print) : \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

3) Gardener Name (Print) : \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

4) Gardener Name (Print) : \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
(Garden Coordinator)

Please return the signed form to:  
Melissa Storm, Faculty Advisor of the Upstate Community Garden  
stormm@uscupstate.edu