

Village of Western Springs Community Garden Program

2019 Membership Pass Application, Rules, and Release Forms

Each membership to the Fair Elms Community Garden (“FECG”) is issued per annual season and is good only for the season in which it is issued. **The number of Yearly Membership Passes issued each calendar year will be issued on a first-come, first-serve basis.** All Members must be at least eighteen (18) years of age, be a Village resident, or be a local business owner. A Village-based community group can apply for and hold a Yearly Membership Pass as well.

Members may visit the FECG site from dawn to dusk during the growing season (April 1st to November 15th).

A Yearly Membership Pass consists of the opportunity to use a planter box, or a portion thereof, for planting vegetables and other food items by a Member. If necessary FECG shall determine the planter box size, or the portion of a planter box, which will be provided to each selected Member each year and may adjust such planter box size as needed to allow maximum participation and usage of the site. Available plot sizes and their yearly fee are as follows:

5’x5’	\$20
5’x10’	\$30
10’x10’	\$40

Planter box assignments are limited to no more than one (1) planter box per household (if an individual) or group or organization. When more than one (1) Community Garden site of the same size is available, a person can request a planter box at a particular site on a first come first served basis.

Acceptance of applications shall be governed, in the FECG’s sole discretion, by an open application period with advanced public notice on the Village’s website of an application submittal deadline with either (1) a “first to submit, first to be selected” acceptance process or (2) a lottery selection system. However, priority will first be given to Village of Western Springs Residents, then Village of Western Springs Resident Community Groups, then owners of land within the Village, and then to members of the Village of Western Springs Business Community (“Priority Rule”).

- A. For the 2019 Season the open application period will be January 31st through March 31st. Applications shall be submitted to the The Fair Elms Community Garden via mail to 5405 Fair Elms Avenue, Western Springs, IL 60558 (, labeled (“Attn: Fair Elms Community Garden”). Acceptance into the Program for Season 2019 and subsequent seasons shall be governed, in FECG and the Village’s sole discretion, by (1) a “first to submit, first to be selected” acceptance process or (2) a lottery selection system, which will be noted in the public notice for the Community Garden Program on the Village’s website.
- B. For applications that are submitted on the same date and at the same time, ties shall be resolved by the organizers of the Community Garden by a coin toss if a resolution cannot be otherwise found.

Attached to this Application are the following exhibits, which contain the terms and conditions that each successful applicant will be subject to as a participant in the Community Garden Program:

1. **Exhibit "A"** - Map of the Community Garden Site
2. **Exhibit "B"** – Proposed Improvements Plan for Community Garden Site Prepared by Garden Association (Site Plan, Design Details and Phasing Schedule)
3. **Exhibit "C"** – Village Community Garden Program / Membership Application and Policy
4. **Exhibit "D"** - Village Community Garden Program / Rules and Release Form

Please complete all lines below (Incomplete or Illegible Applications will not be accepted):

Name: _____ Date: _____

Address: _____

Telephone Number: _____ Cell Phone: _____

E-mail Address: _____

Emergency Contact Name and Number

****Please submit completed application packet to:**

Fair Elms Community Garden
Attn: Application
5405 Fair Elms Avenue
Western Springs, Illinois 60558
fairelmscg@gmail.com.

Village of Western Springs Community Garden Program

2019 Rules and Conditions for Membership

- 1. YOU DO NOT OWN YOUR PLANTER BOX.** You are being given an opportunity to garden a small planter box owned by the Village of Western Springs (“Village”). Use of your planter box is a privilege, not a right. If you do not have time to tend to your planter box in an acceptable manner, please do not request a planter box.
- 2. STAY OUT OF OTHER PLANTER BOXES (AND KEEP YOUR CHILDREN OUT OF OTHER PLANTER BOXES) UNLESS SPECIFICALLY INVITED.** Your gardening activity and plant growth must be restricted to your planter box. You may assist another Member in tending to his/her planter box if invited to do so.
- 3. DO NOT TAKE OR PICK ANYTHING FROM ANOTHER PLANTER BOX.** You may not remove ANYTHING from another Member’s planter box without his/her permission. Theft will not be tolerated and will result in a permanent revocation of Membership privileges.
- 4. NO TREES OR SHRUBS ALLOWED.** Plantings in the Community Garden shall be limited to vegetables, other food items, and ornamental (flower) planting only. Nothing may be planted that will grow taller than a cornstalk. Perennials are planted at your own risk.
- 5. STANDING TOWERS, FENCES AND WALLS ARE NOT ALLOWED.** Fences, structures, walls, or any construction or assemblage of materials that enclose a planter box or intrudes on another person’s planter box is not permitted. Nothing in the planter box may be grown that is higher than a typical cornstalk. Only one side of any planter box can have vertical trellis-like, open, airy structures for supporting climbing vegetables, vines or flowers, but said structures cannot exceed forty-eight (48) inches in height from ground level. Poles, stakes, cages and other supports that are used for supporting plants are allowed but cannot exceed forty-eight (48) inches in height from ground level. Installation of open top wire mesh fencing is permitted for the purpose of protecting the vegetation from animals. **DO NOT ERECT ANYTHING THAT WILL INTERFERE WITH ACCESS TO OR CREATE SHADE ON NEARBY OR ADJACENT PLANTER BOXES.**
- 6. YOU MUST MAINTAIN YOUR PLANTER BOX IN AN ACCEPTABLE MANNER.** **There is no such thing as inactive gardening.** You are expected to actively garden your planter box (digging, sowing, planting, weeding, pruning, watering, harvesting, etc.) at least one hour per week during the growing season.
- 7. ABANDONED OR INACTIVE PLANTER BOXES WILL BE CLEARED AND FORFEITED.** A warning letter will be mailed to any Member whose planter box looks untended or is abandoned. Weeds gone to seed are one example of abandonment. In cases of abandonment or failure to maintain, the FECG will mail to the Member a written notice to remedy the situation in ten (10) days. If, after ten (10) days, the situation has not been corrected, the planter box will be considered abandoned, and will be cleared or roto-tilled and may be assigned to another Member. No reimbursement for expenses incurred on abandoned planter boxes will be provided.

No replanting will be allowed for the current season as well even if another member isn't assigned the box.

8. **NO CHEMICAL PESTICIDES ALLOWED.** All gardening activity must be completely, 100% organic. No synthetic/chemical herbicides, pesticides, fungicides or synthetic fertilizers are permitted on the site, including treated wood products used as edges/borders, unless prior approval is obtained from the Village.
9. **NO FERTILIZER ALLOWED.** The use of animal feces, non-vegetable matter (such as meat, fish or dairy), kitty litter, newspapers, grease or other non-organic matter is strictly prohibited.
10. **NO PETS ARE ALLOWED IN THE GARDEN AT ANY TIME.**
11. **YOU MUST WEAR APPROPRIATE SAFETY ATTIRE WHILE GARDENING.** Shirts and closed-toe, low-heeled, rubber sole shoes are required to be worn at all times while gardening.
12. **THERE WILL BE NO SUPERVISION OF THE FAIR ELMS COMMUNITY GARDEN SITE BY THE VILLAGE OR ANY OF ITS EMPLOYEES.**
13. **CLOSELY SUPERVISE YOUR CHILDREN.** Children under the age of 12 years of age should be closely monitored so that they do not wander or enter another gardener's planter box area. Running is not allowed in the garden area.
14. **EACH MEMBER IS RESPONSIBLE FOR WEEDING HIS/HER PLANTER BOX AND THE PATHS AROUND IT.** Planter box borders should be kept to the standard size so as not to encroach on pathways or other planter boxes. Planter box boundaries shall be marked with stakes at the four corners of the planter box. Pathways between planter boxes should be clear. Personal gardening tools/equipment shall not be stored at the Community Garden site. Vegetation from planter boxes should not hang into pathways. Vegetation outside of the boxes will be trimmed so the village lawn service can mow the site.
15. **DISPOSE OF YOUR WASTE MATERIALS EACH TIME YOU LEAVE THE GARDEN.**
A trash receptacle on the site will be provided for the purposes of disposing of non-plant waste, such as paper, plastic, wire, rope, etc. *Plant waste should be disposed of in the following manner: Shake dirt off the roots and retain soil at the garden site. Dispose of plant waste in the compost pile located on the site.*
16. **DISEASED OR PEST-INFESTED PLANTS SHOULD BE REMOVED.** Ongoing control of pest grasses and weeds is required at all times.
17. **THE VILLAGE IS NOT ABLE TO COMMIT TO PROVIDING A CONSTANT WATER SOURCE AT THE GARDENING SITE.** The Members shall be responsible for watering their plants.
18. **HARVEST ALL RIPE FRUITS AND VEGETABLES ON A DAILY BASIS.**

19. THE DEADLINE FOR HARVEST OF ALL PLANTS IS NO LATER THAN NOVEMBER 10TH.

20. PLANTER BOXES MUST BE CLEARED OF ALL DEAD PLANTS AND PREPARED FOR WINTER NO LATER THAN THE 15th OF NOVEMBER. After November 15th, all remaining plants will be mowed and the site may be roto-tilled by the FECG . Planting of bulbs, or any other perennials shall be done at your own risk.

21. Temporary Closure. The Village reserves the right to temporarily close the Community Garden as needed, without notice, due to emergency reasons or inclement weather, or for maintenance, repairs, or other governmental purposes. The Village shall not be liable or responsible for any damage or losses to any plantings, planter boxes, gardening tools, equipment, supplies or seeds sustained during any temporary closure.

22. Permanent Closure. The Village reserves the right to terminate the Community Garden Program, upon thirty (30) days' written notice to the Members if the Village, in its discretion, deems it desirable for redevelopment or other governmental purposes. If the Village decides to permanently close the Community Garden site, within the thirty (30) day notice period, the Members will be allowed to remove their plantings, planter boxes and other improvements. The Village shall not be liable or responsible for any damage or losses to any plantings, planter boxes, gardening tools, equipment, supplies or seeds sustained by a permanent closure.

23. Application and Assignment of Planter Boxes. The number of eligible applicants who can be accepted to participate in the Community Garden Program is limited by the current number of planter boxes. Acceptance into the Program shall be governed, in FECG and the Village's discretion, by an open application period with advanced public notice on the Village's website of an application submittal deadline with either (1) a "first to submit, first to be selected" acceptance process or (2) a lottery selection system. However, priority will first be given to Village of Western Springs Residents, then Village of Western Springs Resident Community Groups, then owners of land within the Village, and then to members of the Village of Western Springs Business Community.

24. No Liability, Reimbursement or Replacement of Plantings, Tools, Equipment or Supplies. The Village of Western Springs shall not be liable for or reimburse the cost of or provide any replacement plantings, gardening tools, equipment, supplies or seeds in the event that any Member sustains a loss of such items..

I attest that I am at least eighteen (18) years of age, and that I have read, understand and agree to abide by the above-outlined Rules and Conditions for Membership to the Village of Western Springs Community Garden. I further understand that failure to follow the Rules and Conditions for Membership to the Village of Western Springs Community Garden may result in my garden privileges being revoked and/or my planter box being re-assigned.

Signature of Member

Date

Printed Name: _____