



Forest Springs, LLC

10084 Forest Springs Drive

Grass Valley, CA 95949

Phone: 530.273.5954 ■ Fax: 530.273.2360 ■ info@fsmhc.com

Community Garden Policy & Hold Harmless

Forest Springs Mobilehome Community's has a "community garden area" at the rear of the RV Lot II, between Phase II and Phase III, for the enjoyment of all residents interested in gardening within the park. The use of this garden is a privilege, not a right, and all garden users must strictly adhere to those rules management has set forth below. The use and care of each garden plot shall be assigned to a specific individual. All gardeners individually or in a group must be currently registered park residents of Forest Springs Mobilehome Community. Each individual gardener, in a group or not, must sign this hold-harmless agreement at the park office and be assigned a gardening plot by park management before using the FS garden facility.

Gardening rules for the Forest Springs Community Garden are as follows:

1. The safety of our park residents is always our highest priority. All gardeners are expected to use good common sense safety measures in the use of the community garden facility. An unsafe action of an individual may be reason for terminating a gardener's privilege to use our community garden facilities.
2. Management may close the garden without notice for safety issues or repairs.
3. Forest Springs Management may revoke or terminate a community gardener's privilege immediately upon notice for an unsafe action or a violation of these rules.
4. Assigned plots may be gardened throughout the year.
5. Lighting and electricity are not provided in the garden area.
6. Gardening is allowed only during daylight hours.
7. No person is allowed in the garden area after sunset and before sunrise.
8. Noise in and around the garden area will be kept to a minimum.
9. Plots must be maintained in a way that is considerate and respectful of other gardeners and their garden plots.
10. Weeds must be kept under control and tools kept safely out of walkways.
11. All chemicals that are used in the community garden shall be purchased from a bona fide garden merchant and must be used only as directed by the manufacture's instructions.
12. Spraying of chemicals must be done safely and limited specifically to your own plot. Each gardener agrees to personally accept any and all liability for his/her use of chemicals in the garden area.
13. **Before any chemicals are used in the garden area**, you must post the chemical to be used, the garden plot number, and the date the chemical was used.
14. No illegal plants may be grown within the garden area. This includes the prohibition of growing medical marijuana.
15. Pets of any kind are not allowed in the garden area – NO EXCEPTIONS.
16. Parking at the garden area is not allowed except for temporary loading and unloading of garden material and equipment.

17. All gardeners shall conserve water whenever possible.
18. Each gardener is responsible for his/her trash and green-waste cleanup, hauling and disposal.
19. Gates to the garden area must be kept closed immediately after you enter or exit the garden area.
20. Yields from the community garden may not be sold or exchanged for value in any manner whatsoever. Any distribution of yields will be free of charge.
21. Injuries related to gardening shall be reported to the park office immediately.

Garden plots are assigned one year at a time, from April 1st to March 31st. So current gardeners need to wind down and clear their plots by the last week of March.

All gardeners are expected to follow gardening rules and behave in a manner that is consistent with acceptable norms of social behavior.

Your signature below verifies your agreement to abide by the rules and further confirms your understanding that Forest Springs, LLC is NOT responsible for the loss of any property or produce from the garden area, and is not responsible for your actions, or the actions of others in and around the Forest Springs community garden.

I UNDERSTAND THAT GARDENING IN GENERAL, AND SPECIFICALLY HERE AT FOREST SPRINGS COMMUNITY GARDEN, COMES WITH THE RISK OF INJURY FROM MANY SOURCES. BY MY SIGNATURE AFFIXED BELOW, I PERSONALLY ACCEPT THESE RISKS IN EXCHANGE FOR THE PRIVILEGE TO GARDEN IN THE COMMUNITY GARDEN, AND I AGREE TO HOLD HARMLESS FOREST SPRINGS LLC, FOREST SPRINGS LLC SHAREHOLDERS, FOREST SPRINGS EMPLOYEES, AND THE FOREST SPRINGS GENERAL MANAGER FOR ANY LIABILITY, DAMAGE, LOSS, OR CLAIM THAT OCCURS IN CONNECTION WITH THE USE OF THE COMMUNITY GARDEN.

Print Name: _____ Unit Number: _____

Signature: _____ Date: _____

Phone Number: _____

Yes No I am a current year gardener who would like to be reassigned my same garden plot # _____, if my name is chosen in the lottery for the coming year.

FOR OFFICE USE ONLY

Notes _____

Assigned garden plot # _____ for the year _____