

TIMS MEMORIAL PRESBYTERIAN CHURCH



MUSTARD SEED GARDEN MINISTRY

MSG Gardener Hold Harmless Agreement

I understand that I am participating in the Mustard Seed Garden Ministry (MSGM) at the invitation of Tims Memorial Presbyterian Church, which makes me no guarantee or representation as to the adequacy of gardening conditions, water supply, or security, nor to the actions of other gardeners, nor to any other event or condition. I further understand that my use does not permit me to make any claim on the tenancy or other occupancy of any portion of the garden or other church property.

I THEREFORE ACKNOWLEDGE THAT I AM AN INVITEE ON THE PROPERTY, AND HEREBY AGREE TO HOLD HARMLESS THE MEMBERS OF TIMS MEMORIAL PRESBYTERIAN CHURCH MUSTARD SEED GARDEN MINISTRY, TIMS MEMORIAL PRESBYTERIAN CHURCH, AND THE PRESBYTERY OF TAMPA BAY, AS WELL AS ITS MEMBERS, EMPLOYEES, AND GOVERNING BODIES, FOR ANY LIABILITY, DAMAGE, LOSS OR CLAIM WHATSOEVER THAT OCCURS IN CONNECTION WITH USE OF THE GARDEN BY ME OR ANY OF MY GUESTS. THIS WAIVER INCLUDES ANY AND ALL DAMAGE TO MY CROPS, GARDEN SPACE, TOOLS, PERSONAL PROPERTY, OR PERSON.

I further agree that any violation of any of these requirements or other rules may result in the forfeiture of the use of my garden plot. In such case, I will be given one week notice to remove all private improvements from the Church property, after which any remaining materials or improvements will be removed and disposed of by the MSG Committee or by Tims Memorial Presbyterian Church, without compensation to the gardener.

I am fully aware of and understand the terms and legal consequences of the signing of this Waiver and Release. I intend my signature to be a complete and unconditional release of all liability to the greatest extent of the law.

(Signature of Gardener)

(Date)

(Print Name)

(MSGM Committee Member)

(Date)

TIMS MEMORIAL PRESBYTERIAN CHURCH



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"ADOPT A PLOT" APPLICATION

- 1. I will keep pathways around my adopted plot(s) and the surrounding area clear.*
- 2. I will not allow my vine crops to enter or shade my neighbor's Garden plot.*
- 3. I understand that the use of power tools is not permitted.*
- 4. I understand that the Garden plot adoption year will begin on the first Sunday of June and will end the last day in May. All Garden adoption fees must be paid on or before the first Sunday in June.*
- 5. I understand that if I cannot attend to my plot(s) due to vacations, emergencies, etc., I may ask a neighbor to care for it, however, a signed note must be made available granting my permission to garden "my" adopted garden plot(s).*
- 6. I understand that Gardeners of neglected plots will be given 2 weeks to clear their plot(s) of weeds following notification by the MSGM Committee. That if not cleared within those two weeks, may result in forfeiture of the adopted plot(s), and that the adoption fee is non-refundable.*
- 7. I understand that a MSG gardener may, at any time, surrender his/her adopted plot, but plot adoption fees are non-refundable.*
- 8. I understand that, prior to being assigned my MSG plot(s), I am required to attend an Orientation Session with a MSGM Committee Member.*
- 9. I understand that any violation of the Garden Rules may result in termination of my plot(s) adoption privileges, and that my plot adoption fees are non-refundable.*

Date: _____

(Gardener's Signature)

(Print Name)

(Address)

(City) (State) (Zip)

(Phone #)

(Email Address)

(Plot(s) Applied For)

(Plot(s) Approved)

(MSGM Committee Approval)

(Date)