

LIBERTY COMMUNITY GARDENS (“LCG”) ANNUAL CONTRACT 2023

1. Gardeners must be members of the Battery Park City (“BPC”) community. LCG is governed by an Executive Committee composed of Susan Brady (212-945-3411), Lucy Kuhn (917-886-4970), Michael McCormack (212-945-2982), Pat Gray (patgray44@outlook.com) and Alison Simko (917-929-8375). LCG’s website is <http://www.libertycommunitygardens.org/>. The Executive Committee may be emailed at liberty_community_garden@yahoo.com.
2. **Gardeners are required to commit time and effort to the LCG community, not just their individual plot.** Community service includes: serving on committees, maintaining the website, helping with equipment and supplies, organizing events, maintaining communal plantings or attending a minimum of 2 clean-up days (see paragraphs 3 and 4 below). **GARDENERS WHO DO NOT FULFILL THEIR CONTRACT REQUIREMENTS FOR 2023, INCLUDING FULFILLING THE COMMUNITY SERVICE REQUIREMENT, PRIOR TO DECEMBER 5, 2023 WILL NOT BE OFFERED RENEWAL FOR 2024.**
3. LCG sponsors 7 clean-up days: April 22, June 10, July 23, September 2, October 14, November 12 and December 2, 2023. Clean-up days start at 10AM. On clean-up days, community projects take priority. Gardeners may tend their individual plots only after the community projects have been complete. **Please sign-in on clean-up days. You will not receive credit for clean-up days if you do not sign in.** The “thank you” email sent after each clean-up day is the final confirmation of attendance. You should correct any errors in attendance within 2 days of receipt of the “thank you” email.
4. If you cannot attend scheduled clean-up days, and have no other way of satisfying the community service requirement of paragraph 2, you may do community service on other days. You must email LCG within 2 days of when you do such community service in order to receive credit for that work. The Executive Committee is not responsible for assigning community service projects. Gardeners are responsible for making sure they fulfill their community service requirement by the deadline.
5. If your contract is terminated or not renewed for any reason, you may reapply for the waitlist, but will be assigned a plot only at the discretion of the Executive Committee.
6. Gardeners are responsible for notifying LCG of any change of home address, email address or phone number. Home addresses, email addresses and phone numbers may be shared with other gardeners for LCG-related purposes. Your contract will be terminated and your plot reassigned if we are unable to contact you.
7. **A non-refundable permit fee of \$20.00 is required for the 2023 season. The one-time fee to hold a spot on the wait list is \$5.00,** which will be applied to the permit fee when a waitlister is assigned a plot. Each gardener will be provided with one key to the toolboxes. Replacement keys will be available for a fee of \$5.00 each.
8. The plots are not transferable or assignable by gardeners. LCG has the sole authority to assign or re-assign plots. No exceptions will be permitted or acknowledged. One plot per household.
9. Gardens must be planted by no later than May 1st or within two weeks of when the plot is made available. Plots must be cleaned up by December 15th. Plots must show continuous gardening activity and maintenance throughout the season.
10. Gardeners must notify LCG of vacations or other prolonged absences. **Gardeners are responsible for finding another gardener to weed/water and tend to their plot during vacations or other prolonged absences. Email LCG if you need assistance arranging coverage.**
11. LCG will notify the applicable gardener if a plot appears unweeded, unplanted, or otherwise unattended. If the conditions are not corrected within two weeks, the gardener’s contract shall be terminated without refund and the plot shall be reassigned. After sending any such notice, LCG shall have the power to take immediate action to cure the condition (including weeding and removing, adding, or pruning plants).
12. Other rules:
 - Please leave compostable materials in the biodegradable bags by the gate. Thorny materials should be separately bundled and placed next to the bags. Our compostable materials are included in BPC Park’s composting program.
 - All garbage and non-compostable material (e.g. rocks) must be deposited into the garbage cans outside the gardens.
 - Each gardener is responsible for keeping the common areas around their plot neat and weed free.
 - Turn off faucets when not in use. Unwind hoses along the paths, not thru gardens. Rewind hoses when not in use and turn faucets completely off to prevent puddles and flooding.
 - Community tools shall be cleaned and returned to the toolbox after use and the toolbox must be re-locked.
 - Report vandalism immediately to Allied-Universal Security (212-945-7233) and notify LCG of the incident.
 - LCG is organic! Gardeners are prohibited from using chemical fertilizers or pesticides.
 - Dogs and other domestic animals are prohibited in the gardens
 - No poisonous or noxious plants are permitted.
 - The only structures or artificial items allowed on plot sites are those used to support and / or protect plants. Garden sculptures, ornaments, flags, etc. are prohibited.
 - Gardens must be planned and maintained so that tall or bushy plants do not obstruct the paths or shade other plots.
 - Plants must be pruned, trimmed or staked as necessary to keep pathways clear and to avoid shading or encroaching on other plots.
 - Trees and large woody shrubs are prohibited. They can be difficult to remove when they become too large for their plots.
 - Do not prune or remove community plants without permission.
13. The gardens are not to be used for commercial purposes.
14. LCG is a volunteer project. Gardeners, their family, friends, and other guests participate in all forms of related activities at their own risk. No liability of any kind will be conferred upon or acknowledged by LCG.
15. Gardeners are expected to comply with any / all reasonable additions and / or changes in the policies and procedures of LCG.
16. This contract does not in confer ownership or tenancy of the assigned plot. It is a permit to use an assigned plot on a temporary basis during the term of this contract.
17. Signing below does not ensure a plot for all or any portion of the season. Gardening is subject to LCG’s arrangements with BPC Parks and other local authorities. If any plot is taken for any purpose, the affected gardeners will be assigned another plot, or if no plots are available, assigned to the wait list. **No refund or compensation will be given for loss of use or damage or destruction of any plants. Gardeners are advised to refrain from planting rare, valuable or sentimental plants.**

Please return this form, completed and signed, with your check, to the address set forth below. The annual permit fee is \$20. The fee for joining the waitlist is \$5, which will be credited against the permit fee when you are assigned a plot. When you convert from the waitlist to having a plot, you must pay the balance due (\$15) when offered a plot.

Keep a copy for your records.

I understand that I must comply with the above stated contract in order to participate in the Liberty Community Gardens. I also understand that if I fail to fulfill the terms of the contract for 2023, including the community service requirement of paragraph 2 of the contract, I will not be offered renewal next year.

Signature: _____

Print Name: _____ Date: _____

Contact information:

Address: _____

Preferred phone: _____

email address: _____

Status (indicate by check mark below the category that applies to you):

| | | | |
|--------------------------------------|------------------------------------|-------------------------------------|--|
| North Plots (N1A – N17B) | South Plots (S1A – S12B) | Center Circle (F1A – F4C) | Border Plots (B1-B6C) |
| | | | |
| Expansion Plots (E1 – E25) | RB* (RB1 – RB2) | Wait List (N/A) | Wait List Conversion** (N/A) |
| | | | |

***Raised beds. Special rules apply. Priority for these plots will be given to persons with mobility/accessibility issues.**

****Wait list conversion is when a wait lister is offered a plot. \$15 due at conversion.**

Make check payable to:
Liberty Community Gardens Inc.

Mail or Deliver to:
Liberty Community Gardens Inc.
c/o Michael McCormack
200 Rector Place, Apt. 9K, New York, NY 10280

**SIGNED CONTRACTS AND PAYMENT DUE BY MARCH 15, 2023 OR WITHIN TWO WEEKS OF
BEING OFFERED A PLOT
IF YOU FAIL TO MEET THIS DEADLINE, YOUR PLOT WILL BE ASSIGNED TO A WAIT LISTER!**

