

# LIBERTY COMMUNITY GARDENS (“LCG”) ANNUAL CONTRACT 2021

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 (preferred contact: [patgray44@outlook.com](mailto:patgray44@outlook.com)) and Alison Simko (917-929-8375). LCG’s website is <http://www.libertycommunitygardens.org/>, and the Executive Committee may be emailed at [liberty\\_community\\_garden@yahoo.com](mailto:liberty_community_garden@yahoo.com).
2. Gardeners must honor all of the terms of this contract. **Gardeners are required to commit time and effort to the LCG community, not just their individual plot.** Community service includes, by way of example: serving on the Executive Committee or any other committee, updating the LCG website, working on events or special activities, tending the compost pile, maintaining the communal areas of the gardens or attending a minimum of 2 clean-up days (see paragraphs 8 and 9 below). **GARDENERS WHO DO NOT FULFILL THEIR CONTRACT REQUIREMENTS FOR 2021, INCLUDING FULFILLING THE COMMUNITY SERVICE REQUIREMENT PRIOR TO DECEMBER 15, 2021 WILL NOT BE OFFERED RENEWAL FOR 2022. 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.**
3. 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.
4. **A non-refundable permit fee of \$20.00 is required for the 2021 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.**
5. 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.
6. 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 15<sup>th</sup>. Plots must show continuous gardening activity and maintenance throughout the season.
7. 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.**
8. To facilitate the maintenance of the communal areas, LCG sponsors 7 clean-up days: April 24, June 12, July 25, September 4, October 16, November 14 and December 4, 2021. Clean-up days start at 10AM. **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 that email.
9. If you cannot attend scheduled clean-up days, and have no other way of satisfying the 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.
10. On clean-up days, community projects take priority. Gardeners may tend their individual plots only after the community projects have been completed.
11. LCG will notify the applicable gardener if a plot appears unweeded, unplanted, or otherwise unattended. If the condition is 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 follow the posted composting instructions.
  - Rocks, diseased plants, thorns, weeds, garbage and other debris are to be placed in garbage bags.
  - Do not leave garbage or plant waste next to the compost bins. If the compost bins are full, bag the compostable materials, place them next to the North tool box and request a pick-up by sending an e-mail to LCG.
  - Each gardener is responsible for keeping the common areas around their plot neat and weed free.
  - Turn off the faucets when not in use. Re-wind and store the hoses when not in use.
  - 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! In keeping with the sustainability practices of the BPCPC, gardeners are prohibited from using chemical fertilizers or pesticides.
  - No dogs or other domestic animals are permitted within the garden area.
  - 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 in a manner that tall or bushy plants do not obstruct 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.
  - 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 any way 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 BPCPC and other local authorities. In the event any plot is taken for construction, redevelopment or other purposes, 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 \$20 check for the permit fee, to the address set forth below.**

**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 2021, 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: \_\_\_\_\_

2020 Status (circle one):

North Plots	South Plots	Center Square Plots	Border Plots	Wait List
<b>(N1A – N17B)</b>	<b>(S1A – S12B)</b>	<b>(F1A – F4C)</b>	<b>(B1-B6C)</b>	

**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, 2021**

**IF YOU FAIL TO MEET THIS DEADLINE, YOUR PLOT WILL BE ASSIGNED TO A WAIT LISTER!**