

BOROUGH OF
NEW PROVIDENCE

SETTLED IN 1720

NEW PROVIDENCE COMMUNITY GARDEN USER AND HOLD HARMLESS AGREEMENT

WHEREAS, The New Providence Sustainability Committee and the Borough of New Providence has initiated a community garden project; and

WHEREAS, the Community Garden will be located adjacent to the New Providence tennis courts on Springfield Avenue, New Providence, New Jersey; and

WHEREAS, the undersigned User desires to use one or more of the plots designated in the New Providence Community Garden;

NOW THEREFORE, it is agreed by and between the Borough of New Providence and the User as follows:

1. All recitals set forth above are incorporated herein.
2. The Borough Council will establish a fee for the use of each plot per growing season.
3. The User shall be permitted to use their assigned plot(s) at the New Providence Community Garden between April and October - upon payment of the annual fee.
4. The User shall have access to the community garden from dawn to dusk, Monday through Sunday.
5. The User recognizes and acknowledges that using the community garden is a privilege and In consideration thereof the User and any one to whom the User grants permission to access or work in the garden release and waive any and claims, demands, liabilities, damages, actions and causes of action of any kind or nature whatsoever for personal injury or property damage arising out of or in connection with the use of the community garden regardless of cause including but not limited to any claim of negligence by the Borough of New Providence, Its employees, representatives, appointees or other agents.
6. The User agrees to defend, indemnify, and hold harmless the Borough of New Providence, Its employees, representatives, appointees or other agents from any and all claims arising out of or in connection with use or access to the community garden by the User or any one to whom the User grants permission to access or work in the garden.
7. All rules and regulations pertaining to the use of the community garden will be unilaterally determined and enforced by the Garden Committee and its members.
8. This Agreement shall be interpreted under the laws of the State of New Jersey.
9. This Agreement contains the entire agreement between the parties and may only be modified in writing signed by the parties.

COMMUNITY GARDEN USER (Print): _____

Dated: _____ (Signature): _____

Borough of New Providence: (Print): _____

Dated: _____ (Signature): _____