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REVISED 5/13/2026

COMMUNITY GARDEN GUIDELINES PLEASE READ AND AFFIRM THE FOLLOWING.

Section 1

1.1 These Community Garden Guidelines, hereinafter referred to as “The Agreement” or “Agreement” is between the prospective and or current gardener, hereinafter referred to as “I” and Unitary America, Inc., hereinafter referred to as “Unitary America.”

1.2 I hereby understand that this Agreement, and the guidelines herein, applies to any community garden or shared gardening space established, operated, or connected with Unitary America. I understand that the Supporter Agreement and Privacy Policy apply additionally to this gardening property.

1.3 I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless Unitary America, to the fullest extent of the law, its employees, affiliates, directors, volunteers, officers, agents, other representatives, and associated individuals against any and all damages, liabilities, expenses and/or loss, including court costs and attorney’s fees resulting from any claims, suits,

proceedings, causes of action brought by a third party against Unitary America or any of its employees, affiliates, directors, officers, agents, and other representatives and other associated individuals which may arise from or in connection with my participation in, support for, employment in, relating to, and or associated with, Unitary America or any community gardening space.

1.4 I hereby agree to the following rules and stipulations set forth by Unitary America. I understand that these terms may be changed at the discretion of Unitary America, and I will be alerted of these changes at the earliest possible date:

1.4.1 If the plot needs repairs, maintenance, or any part of the garden plot is compromised, I will alert Unitary America promptly so that fixes can be made.

1.4.2 Notify Unitary America if the plot must be abandoned, or otherwise in any way will be left for a period of time longer than one month.

1.4.3 The plants that I grow will not be invasive (as designated by New York State and or the federal government of the United States), not excessively poisonous, and or illegal.

1.4.4 I will not use synthetic fertilizers, herbicides, fungicides, or pesticides on any crops that I grow on the garden plot.

1.4.5 I will not “sublet” my plot to other people, or transfer it to another person.

1.4.6 I will use water responsibly.

1.4.7 I will not grow crops that block sunlight from other plots, or any crop that will grow over five feet tall.

1.4.8 I will not have my plants interfere with walkways between plots.

1.4.9 I will not pick crops on other plots that are not possessed by myself, unless given express permission.

1.4.10 I will not have membership in any other community garden within the City of Plattsburgh.

1.4.11 I will plant most of my crops by mid-June, and properly harvest crops. If your plot becomes overgrown or plots are over-ripe, then we will send you a notice to maintain your plot. If you do not maintain your plot within two weeks, we will harvest the crops, and distribute these to either a.) a food shelf b.) through Unitary America's food giveaways.

1.4.12 I will avoid arguments or other negative interactions with other gardeners.

1.4.13 I will not expand my plot into the neighboring pathways, or expand the size of my plot without prior approval from Unitary America.

1.4.14 If I want more than one plot, then I must wait until all other eligible people have a plot.

1.5 I agree that failure to comply with this Agreement may result in a loss of my plot and reassignment to another member. I understand that I will always be given a notice if any issue presents

itself with my garden plot, and that Unitary America must have a valid reason to revoke plots.

1.6 I agree to be bound, to the fullest extent permitted by all available laws, rules, regulations, and all other statements herein to The Agreement. I will verify, certify, and defend that I have been bound to all terms and conditions herein.

1.7 I agree that these terms and conditions, and all statements herein also additionally apply to any guests that I decide to voluntarily bring with me to the garden, or any other property owned or operated primarily by Unitary America.

Section 2

2.1 I hereby have read the statements given in the Supporter Registration Form, including the Fee Policy Statement, that pertain to my supporter dues, should not opt-out.

2.2 I understand that if I have already paid my supporter dues, I do not need to pay any extra fees or dues in relation to the community garden or shared gardening space.

2.3 I agree that if I waived my supporter dues in relation for the garden, that I have satisfied one of these stipulations. Unitary America does not verify income status. Even if I meet these thresholds, I will still be allowed to pay the membership fee, although the fee waiver will remain as an option.

- a. Gross income (before taxes) of under \$50,000 per year
- b. 65 years of age or more
- c. Past or present member of the United States Armed Forces
- d. First responder
- e. Government employee, including public educators, administrative staff, elected officials, or any profession provided by either a city, state, territory, or federally.
- f. Current college student enrolled at an accredited institution
- g. Granted a specific, written exception by Unitary America

Section 3

3.1 By signing and dating The Agreement below, I agree and confirm that I will adhere to these terms and conditions herein, or any other statements present within The Agreement. I agree that have read this Agreement in its entirety, and confirm that I will defend that the signature herein is valid.

SIGNED:

DATE:
