This agreement is dated __________, 202__ between Pennsylvania Horticultural Society, a Pennsylvania non-profit corporation (“PHS”) located at 100 N 20th Philadelphia, PA 19103 and the gardeners (the “Gardeners”) of the garden known as __________ (the “Garden”) located at ________________________________.

MISSION OF PHS
PHS connects people with horticulture and together we create beautiful, healthy and sustainable communities.

TERMS OF AGREEMENT
The term of this Agreement begins on the dated noted above and can be renewed after five-years. The agreement can be terminated at any point at the discussion of both parties.

SCOPE OF SERVICES / ROLES AND RESPONSIBILITIES
Please see Appendix A

GARDENING PRACTICES
See Appendix B & C

COMMUNICATIONS
Through this agreement, the Gardeners consent to PHS using photographs of the garden and the people involved (upon signing photo releases) to support PHS’ mission. By signing this agreement, you are giving PHS permission to use these photographs in newsletters, website, grant reports, annual reports, or any other publication, print or digital.

The Garden agrees to acknowledge PHS’ support of the garden through signage and / or another form determined by the Gardeners.

REPRESENTATION ON PHS WEBSITE
By agreeing to this document and participating in PHS’s Community Gardens program, the community garden agrees to having their site included on a map on the PHS website. If your garden so chooses, you can opt out of the following by selecting the pertinent box(es).

Our site opts out of:
☐ Having our site included on the map
☐ Sharing our address and contact information (your site will still appear on the map but individuals cannot see details of location)

NON-DISCRIMINATION
The Gardeners and PHS agree to not discriminate against any member of protected classes as part of the Civil Rights Act of 1964; which protects anyone based on race, color, religion, ethnicity, sex, sexual orientation, gender expression, national origin (ancestry), disability, age. PHS will uphold this Act to protect every gardener and resident from discrimination and prejudice. Both parties have a right to terminate the relationship if discrimination and prejudice is an issue or concern.

GARDENERS
The individual signing below on behalf of the Gardeners is the representative of the Gardeners for purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, have signed this Agreement as of the date first set forth above.

PENNSYLVANIA HORTICULTURAL SOCIETY

_____________________________
Signature

_____________________________
Title

GARDEN REPRESENTATIVE

_____________________________
Signature

_____________________________
Print Name
APPENDIX A

ROLES AND RESPONSIBILITIES

Under this Agreement, PHS staff can provide any of the following services:

- Technical assistance and other consultations which may include:
  - Organic / agroecological food production
  - Soil safety
  - Bed maintenance
  - Plant selection

- Training and workshops

- Materials and supply requests, which depending on funding may include:
  - Soil
  - Lumber
  - Plant material (see seedling CSA)
  - Or other materials related to organic production / gardening
  - Access to the PHS McLean Tool Library at Glenwood Green Acres

- Soil testing

- Site assessment

- Referrals (which may include conflict resolution, anti-oppression workshops, etc.)

- Volunteer assistance

- Capital Improvements (funding dependent)

Gardeners will agree to:

- Meet, when necessary, with PHS staff
- Use materials provided by PHS only for the purposes described (for example, not for resale)
- Acknowledge partnership with PHS
- Provide honest and constructive feedback
- Create an inclusive and healthy environment for gardeners and community
- Maintain the garden in good, clean, and orderly condition and provide covers for water drums and barrels in order to prevent mosquito infestation
- Properly store and dispose of all waste matter and trash and properly store and manage compost in compliance with all City regulations;
- Keep the garden and adjoining sidewalks clean of all trash, litter, debris, and weeds;
- Commit to organic practices (Appendix B)
- Follow water line safety procedures (Appendix C)
APPENDIX B
GARDENING PRACTICES

a. PHS acknowledges the risks (and benefits) of growing food in an urban environment that may or may not contain lead from various sources or other contaminants like Hepatitis A. In keeping with good urban gardening practices, PHS will educate Gardeners on soil safety and if necessary or upon request provide soil testing. Gardeners are advised to perform periodic soil tests to monitor pH levels and heavy metals. For additional information please see Philadelphia Food Policy Advisory Council’s (FPAC) “Soil Safety and Urban Gardening in Philadelphia” process report and recommendations (https://phillyfpac.files.wordpress.com/2017/09/growing-safely-final_923edits.pdf), otherwise some helpful tips to remember:
   a. Know your soil – know the history of the site you are gardening on (was an old house located there or a factory?)
   b. Test your soil
   c. Use raised beds and add compost
   d. Cover contaminated soil using salt hay, cardboard, landscape fabric, etc.
   e. Keep an eye on children!
   f. Leave soil in the ground – leave clothing, boots and gloves that may have soil outside your home.
   g. Wash your hands and wear gloves.

b. PHS has adopted a gardening for the greater good philosophy which entails organic / agroecological practices. PHS expects Gardens to adopt policies and practices that are organic and pollinator friendly. This includes but is not limited to plant diversity, usage of row cover and insect netting, mulching, composting, no or minimal tillage, and more.
APPENDIX C
WATER LINE SAFETY PROCEDURES

PHS is committed to ensuring our community gardens adhere to safe and healthy gardening practices to ensure the safety of gardeners and the community at large. In order to prevent backflow contamination, gardens with water lines will adopt the following procedures:

- Store hoses in hose rack and do not allow hoses to sit on the ground. When hoses are left laying out, they can create puddles where bacteria and chemicals can pool. These contaminants can work their way up your garden hose and into your hose bib.
- Don’t submerge garden hoses. If you are filling a bucket or rain barrel, keep the end of the garden hose out of the bucket as this provides an air gap. If you leave the hose submerged and backflow occurs, anything in the container can get back into your drinking water.
- Disconnect hose after use.
- Follow the organic gardening practices outlined in the annual NGT Garden Agreement; the prohibition of the following substances reduces the risk of cross-contamination: non-organic pesticides and weed-killing sprays, powders and other substances, non-organic fertilizers and hazardous substances.
- If using drip irrigation, ensure your system has a check valve. Check valves or pressure vacuum breakers can prevent bacteria from entering your water line.
- Backflow preventers must be tested annually by a City Certified Backflow Technician. A list of technicians is available at [www.phila.gov/water/ccc.html](http://www.phila.gov/water/ccc.html). You may choose any technician from the list.