



## Garden Sharing Registry Listing Application Home/Property Owners

By listing your garden space with the City's Garden Sharing Registry, you'll be able to connect with avid gardeners in need of space to grow. Once you find your gardener, it's up to you to develop the partnership that makes sense to both of you.

Specific arrangements between home/property owners and gardeners are to be determined by the two parties. City of Santa Monica staff will not be involved. Property owners and gardeners may want to agree on the following items:

1. Days and times gardening on the property can occur
2. Plants, vegetables or flowers to be planted
3. Sharing of costs associated with seeds, supplies, etc.
4. Potential storage of gardening supplies on the property
5. Length of commitment

Note: Land and water must be made available at no charge. Gardeners cannot be paid. Garden Sharing Registry is for care and maintenance of the proposed garden plot only and does not include yard/lawn maintenance.

Name \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

How much square footage are you willing to make available to a garden plot on your property? \_\_\_\_\_

Is the plot in the front or back yard of your property? \_\_\_\_\_

What type of garden are you interested in? *(Please check all that apply.)*

Flowers  Vegetables  Herb  Other: \_\_\_\_\_

How much sunlight does this garden space get during the year? \_\_\_\_\_

Are you willing to commit to a one year minimum gardening plan with your gardening partner?  Yes  No  
*If no, how long will you commit?* \_\_\_\_\_

Does your proposed site have access to water?  Yes  No  
*Water to be provided by property owner.*

Will you allow your gardening partner to access the site at least 3 days per week to maintain the plot?  
 Yes  No *If not 3 days per week, how many?* \_\_\_\_\_

Anything else you'd like your gardener to know, or what do you think would be important to establishing a successful garden sharing partnership? \_\_\_\_\_

## Garden Sharing Registry – Home/Property Owners

### Waiver, Release, Indemnity and Assumption of Risk Agreement

I, \_\_\_\_\_, wish to be placed on the Garden Sharing Registry and to participate in the Garden Sharing Program (“Garden Sharing”). I understand that the City of Santa Monica maintains the registry so that people who want to garden and homeowners who have yard space they are willing to designate for gardening, may contact one another. I also understand that the City of Santa Monica’s only involvement in Garden Sharing is to maintain the registry based on information provided by potential gardeners and property owners, and that the City does not verify the information they provide, does not conduct any background checks, and does not otherwise make any assessment, determination, endorsement or recommendation regarding potential gardeners or property owners who use the registry. Additionally, I understand that it is the gardener’s and property owner’s sole responsibility to discuss and agree upon all gardening arrangements and to resolve, without any assistance from the City of Santa Monica, any disputes which may arise between them.

In consideration for the right to participate in Garden Sharing, I voluntarily agree to the following:

- (1) **I Assume All Risks of Participation:** I agree to assume full responsibility for any risk of bodily injury, damage, loss or harm of any nature that may arise or result from my participation in Garden Sharing.
- (2) **I Waive My Right To Sue and Release the City:** I waive my right to sue and agree that I shall not make any claim or bring any lawsuit against the City of Santa Monica, its officers, agents, employees, volunteers, boards, commissions or city council members (collectively “ the CITY”) for any damage, bodily injury or harm of any nature that may arise or result from my participation in Garden Sharing; and I further agree to release, discharge and hold harmless CITY from and against all claims of liability, injury, damage or harm of any nature that may arise or result from my participation in the program.
- (3) **I Agree To Defend and Indemnify the CITY:** I agree to defend, indemnify, save and hold harmless the CITY from any loss, liability, damage, causes of action or cost that may arise or result from my participation in the Garden Sharing.

I also agree: that this Release, Waiver, Indemnity and Assumption of Risk Agreement is made on behalf of myself, my heirs, representatives and assigns; that it is intended to be as broad and as inclusive as permitted by state law; that each of its terms shall apply even as to injury, damage or harm arising out of negligence, recklessness or any other act or omission of or by the CITY; and that if any portion of this agreement is held invalid the balance shall continue in full legal force and effect.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Email completed form to [wendy.pietrzak@smgov.net](mailto:wendy.pietrzak@smgov.net),  
or print & mail to: