



City of Phoenix

OFFICE OF ENVIRONMENTAL PROGRAMS

City of Phoenix
Attn: Office of Environmental Programs
200 W. Washington Street, 14th Floor
Phoenix, AZ 85003

**Gardener Agreement for Installation of an Indoor Garden System
GardenPHX Program**

GARDENER NAME:
APPLICANT NUMBER:
ADDRESS:

To participate in the City of Phoenix (hereinafter referred to as “City”) GardenPHX Program, ***insert name of participant***, (hereinafter referred to as the “Gardener” or “Participant”), agrees to the following terms and conditions:

1. PROGRAM

1.1. The Gardener will receive an indoor, hydroponic garden system, materials, supplies, and training for the *Homer Farms indoor garden system* (“Partner”). The Gardener agrees to prepare a designated 4-foot by 4-foot space before the scheduled installation date by removing all items from the selected area. The area for the garden system should be a flat uncarpeted space. Homer Farms will contact you to arrange a site visit in which you, the named Gardener, must be present in preparation for the installation of the garden system. The site visit and garden installation are estimated to take place in March of 2025.

2. PROGRAM PARTICIPATION

2.1. The GardenPHX Program will take place from March 2025 to August 2025. Participants must be 18 years of age or older to participate. Participants must remain in the program for the full duration of six months. After the garden systems are installed in spring 2025, gardeners will receive three months of hands-on technical support and education from Homer Farms on how to grow food. During months 4-6 of the program, gardeners will continue growing food and reporting data, and City staff will check in and share resources on a monthly basis. Gardeners must participate in planned meetings scheduled by Homer Farms, check-ins with Homer Farms or city staff, conduct proper maintenance (such as planting, watering, fertilizing, and other activities required) of the

gardening system, and submit data and/or coordinate with the City and Homer Farms on data collection. Gardeners must be present on the day of the site visit and day of the garden installation (approximately 2-3 hours).

3. TERMINATION FROM THE PROGRAM

3.1. The City requires Gardeners to actively participate in the site visit, garden installation, meetings, trainings, check-ins, and data collection facilitated by the City or Homer Farms. Gardeners are responsible for maintaining the garden after installation, including planting, watering, weeding, fertilizing, harvesting, cleaning, and other activities required to maintain a functioning garden system.

3.2. The Gardener may be dismissed from the Program, for the following:

3.2.1. Reporting misleading or inaccurate information in the program application or in income verification documents.

3.2.2. Missing more than two activities scheduled by the City and/or Homer Farms (activities include site visit, installation, meetings, trainings, check-ins) and failing to contact Homer Farms or City to reschedule the activity within 14 calendar days.

3.2.3. Failing to submit required data for two consecutive months.

3.2.4. Failing to maintain a functioning garden system for two consecutive months as determined through check-ins by Homer Farms.

3.3. Upon dismissal from the program, the Gardener will forfeit their gardening system along with any materials and supplies provided by the Program. The City and/or Homer Farms will remove the garden system from the premises at no cost to the Gardener.

4. MOVING

4.1. If the Gardener vacates the property mentioned above and does not want to continue in the program prior to the six-month expiration of the Program, then the City and/or garden partner will remove the garden system from the premises, at no cost to the Gardener. Prior to removal of the garden system, the Gardener must remove the plants and drain the water in the system. The Gardener must arrange approximately 2-3 hours for Homer Farms to disassemble the system.

4.2. If the Gardener wishes to continue in the program and the six-month term of the Program is no longer in effect, the Gardener is responsible for moving the garden system and all associated moving costs, to the new location and should coordinate with their Garden partner to gather input on how to disassemble and reassemble the garden system.

4.3. If the Gardener relocates to another house/apartment/townhome, etc. Within the City of Phoenix and wants to continue in the program prior to the completion of 3 months in the program, the Gardener shall contact the City to request the relocation of the garden and should coordinate with their Garden partner to move the system, at no cost to the Gardener. If the Gardener relocates outside the City of Phoenix boundaries prior to completion of 3 months, the Gardener shall contact the City and arrange for removal of the gardening system.

4.4. The City of Phoenix is not responsible for removing the garden system or continuing to maintain the garden once the Gardener has vacated the property, moved out of the City of Phoenix, or after expiration of the six-month program.

5. DATA COLLECTION

5.1. The Gardener agrees to work with the City and its Partner in data collection consisting of the following:

- a) Amount of food grown;
- b) Amount of food grown per crop type;
- c) Amount of time spent gardening;
- d) General feedback about whether the garden improved the Gardener's access to healthy food, affected food budget, or increased health, well-being, and/or physical activity.

6. MAINTENANCE

6.1. The Gardeners will receive up to three months of hands-on assistance with garden system maintenance and repairs for up to one hour per month, which includes communications via text, phone call, emails, or in person. Gardeners should contact Homer Farms only during the hours and days designated by the partner. With prior notice to the gardener, the City of Phoenix and/or its partners may enter the property to perform system maintenance/repairs throughout the year with prior notice of at least 48 hours given to the Gardener. The Gardener will be fully responsible for all maintenance operations after completion of the program.

6.2. The Gardener is responsible for storing chemicals safely away from pets and children.

7. PETS

7.1. Pets must be placed outdoors or put away in a secure area for site visits as a courtesy to our partners during site visits and installation.

7.2. If the system is damaged by pets, the Gardener is responsible to repair the system at market cost themselves.

8. LIABILITY AND INDEMNIFICATION

8.1. The undersigned is an adult program participant. The undersigned hereby states that she/he/they understands the activities that will take place in this program. The undersigned recognized that, as with any activity, there is a risk of injury. In the event that the Gardener sustains an injury during the installation of the garden or in the presence of the City or its partners, the City and/or its partners are authorized to take reasonable steps to obtain appropriate medical treatment. The Gardener shall be responsible for the cost of such medical treatment. The undersigned agrees to release, hold harmless, indemnify, and defend the City, its employees, agents, and assigns, from any claims including, but not limited to, personal injuries or damage to property caused by or having any relation to the activities covered by this Agreement, even if arising from the negligence or releases. It is understood that this release applies to any present or future injuries that it binds the undersigned, the undersigned's spouse, heirs,

executors, and administrators. By signing below, the Gardener agrees to be photographed and/or videotaped while participating in Program activities, and consents to the reproduction of such photos or videos for advertising and publicity.

Gardener (signature)

Gardener (printed name)

(Date)

Mailing Address: _____

Telephone: _____

Email: _____

City of Phoenix Rep. (signature)

City of Phoenix Rep. (printed name)