



**2022 Application for New Gardeners**  
**The Clifford Soergel Memorial Community Garden**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Preferred method of contact:

- ☐ Email  
☐ Regular mail



Please complete and return **1) this application page**, and **2) the Hold Harmless Form** (signed and notarized) to:

Town of Huntington, Dept. of EWM  
100 Main Street, Room 308  
Huntington, NY 11743-6991  
Attn: Soergel Garden

Or return by scan and email to: [alerch@huntingtonNY.gov](mailto:alerch@huntingtonNY.gov)

Please review the included Soergel Memorial Community Garden Rules.

**2022 Renewal for The Clifford Soergel Memorial Community Garden**

I, the undersigned, have read and agree to abide by the Soergel Memorial Community Garden Rules and understand that the Hold Harmless that I previously signed will continue to be in full force and effect.

**Signature:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_



## **Soergel Memorial Community Garden Rules**

1. Donating Vegetables: Your responsibility. The Soergel garden is a memorial to Clifford Soergel, who established the tradition of growing produce, half for yourself and half for the needy. If you cannot meet this expectation, this garden is not for you.
2. Garden Hours: As designated by Town of Huntington.
3. No pesticides or chemical fertilizers allowed. The Soergel Garden is an organic vegetable garden. Use compost or other natural materials to keep your garden fertile. You may grow some flowers to discourage pests and to beautify your garden bed, but vegetables should take up most of the space.
4. Assignment of garden beds. Huntington Town officials will assign beds. The gardener may keep the bed as long as it is cultivated. Gardeners may not just pass it to a friend or relative, but must notify Huntington Town if they cannot use it so it may be reassigned.
5. Keeping Up Your Bed is Required: Beds must be planted by June 1. Gardeners whose beds go untended will be notified. Failure to respond within two weeks will result in loss of the bed. Notify a designated gardener volunteer if you will be away or have a problem preventing you from cultivating your bed, and other gardeners will assist you.
6. Tools: Tools left in the shed are there for everyone. After use, please clean them, return them to the shed and lock it. Make sure all faucets are off when you leave the garden.
10. Each gardener must sign a Hold Harmless Agreement before any work in the garden can begin.
11. No debris of any kind should be left in the garden. Use trash receptacles and put all plant material in the recycling enclosure behind the shed.
12. Your Help Is Required to Maintain the Garden: This is your garden. Bed holders promise to keep aisles free of weeds; to water blueberries and otherwise devote reasonable amounts of time to keep the garden tidy and beautiful. Failure to cooperate may lead to losing your plot.
13. End of Season Clean up. At the end of the growing season, all dead plants, weeds, etc. must be removed.
14. Help Manage the Garden. All gardeners are invited to volunteer to help with managing the garden; plan social events; harvest for donation and carry donations to food banks, etc.



## **HOLD HARMLESS & INDEMNIFICATION AGREEMENT Town of Huntington's Organic Garden Program**

This AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and \_\_\_\_\_ (print clearly) (hereinafter referred to as "Gardener"), of an Organic Garden Plot located at the Town of Huntington's Organic Garden (hereinafter "Organic Garden") and the Town of Huntington (hereinafter referred to as the "Town"), with its principal office at 100 Main Street, Huntington, New York 11743.

WHEREAS, the Gardener acknowledges that use of and access to the Town of Huntington's Organic Garden is part of a program run and regulated by the Town of Huntington and managed by the Town's Department of Environmental Waste Management; and

WHEREAS, the Gardener acknowledges receipt of a copy of the Town of Huntington's Organic Garden's rules and regulations; and

WHEREAS, as an accommodation to the Gardener, the Town has agreed to allow gardening work to be performed by the Gardener at the Organic Garden as set forth herein, on the following terms and conditions:

NOW, THEREFORE, the parties agree as follows:

1. The Gardener agrees to maintain and assume total responsibility for the Organic Garden Plot area made available and assigned by the Town and maintain pathways fronting or abutting the Gardener's plot. The Gardener shall indemnify and hold the Town, its agents, employees, servants and/or assignees harmless from and against any and all claims and damages, including damages and any liability for property loss, theft, damage and/or personal injury, including death and reasonable attorney fees, arising out of, in connection with, or resulting from the use, access, any work performed, any materials furnished, allowed to be furnished, or used and/or any services or other work performed by the Gardener at the Organic Garden.
2. This agreement by the Town and Gardner shall be binding upon the Gardener, his/her heirs, successors, and/or assigns, and may not be terminated or revoked without the written consent of the Town.
3. These representations by the Gardener are being made as a specific inducement to the Town to grant continued access to the Town of Huntington's Organic Garden and programs associated with it.

4. Any work, services or materials by the Gardener at the Organic Garden are to be performed or supplied at the sole cost and expense of the Gardener and in full compliance of the Organic Garden's Rules and Regulations. The Gardener acknowledges that the Town is relying on such representations as a condition of allowing access to the Organic Garden area and any and all work to be performed by Gardener.

5. This agreement by the Town, permitting access and allowing work to be performed by the Gardener at the Organic Garden shall be under a reservation of rights and shall not bind the Town, its agents, employees, servants and/or assigns to supply any services or materials, to perform any work in the future or to maintain, in any way, the Organic Garden and/or continue programs associated with it.

6. Nothing contained herein shall be deemed to alter, amend or modify, in any way, any and all rights the Town may have or any interests it may hold or be entitled to in any lands, easements or right-of-ways of which the Organic Garden is subject.

I understand that this Agreement, which may be kept on file, will continue to stay in full force and effect, from year to year, even if there is a lapse in participation in the program for any period of time or a change in garden plots. This agreement is binding on behalf of the Gardener who certifies that he/she has the legal authority to sign this Agreement as the Gardener.

IN WITNESS WHEREOF, the Garden Plot Holder has executed this Hold Harmless and Indemnification Agreement on the day and year first above written.

**Sign in  
Presence**

GARDENER:

By: \_\_\_\_\_

(SIGNATURE)

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

**Notary Completes Here**

STATE OF NEW

) ss.:

COUNTY OF

On the \_\_\_\_ day \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

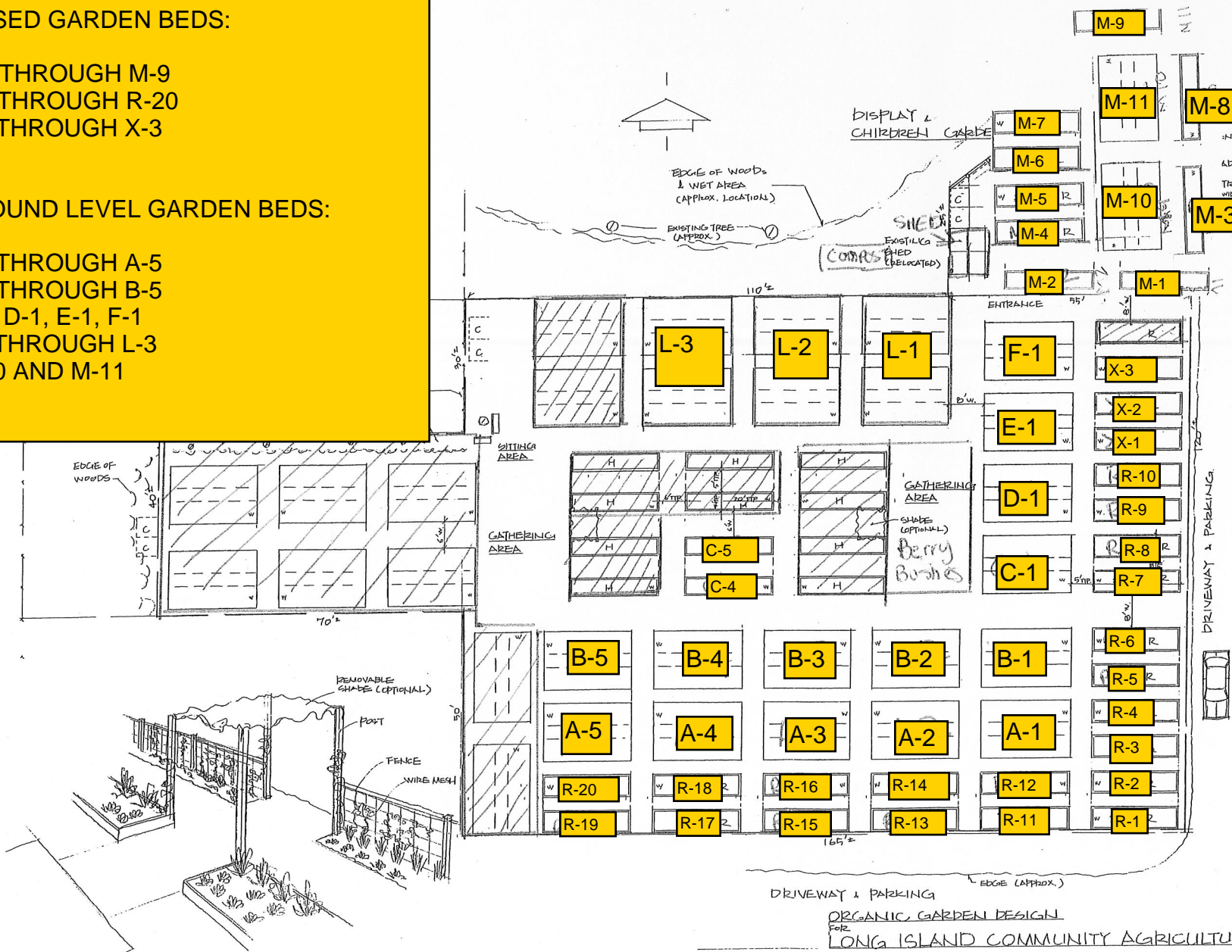
Notary Stamp

RAISED GARDEN BEDS:

M-1 THROUGH M-9  
R-1 THROUGH R-20  
X-1 THROUGH X-3

GROUND LEVEL GARDEN BEDS:

A-1 THROUGH A-5  
B-1 THROUGH B-5  
C-1, D-1, E-1, F-1  
L-1 THROUGH L-3  
M-10 AND M-11



KEY:  
H. RAISED BED (FOR DIFFERENTLY ABLED)  
R. RAISED BED  
W. WATER TAP  
C. COMPOST BIN

TOTAL NUMBER OF BEDS:  
STANDARD SIZE  
6' W. X 20' L. — 84  
FOR DIFFERENTLY ABLED  
4' W. X 20' L. — 12

ENTRANCE  
O DISPLAY & CHILDREN GARDEN  
NOT TO SCALE

ORGANIC GARDEN DESIGN  
FOR  
LONG ISLAND COMMUNITY AGRICULTURE NETWORK  
AND  
CLIFF SOERGEL MEMORIAL OUTREACH GARDEN  
HUNTINGTON, NEW YORK  
SCALE: 1" = 10'  
DATE: 3-26-2010  
DESIGNED BY: KYO MATSUMOTO