



Russell-Shea Growers, Inc.

Garden Plots at Russell-Shea State Forest

Russell-Shea Growers, Inc., 85 Pillsbury St, Concord, NH 03301

2023 Plot License Agreement

Name: _____

Phone: _____

Mailing Address: _____

Email: _____

City, State, Zip: _____

Communication Preference (Check one): Mail E-Mail

Plot number & Size: _____

Plot License Fee Total: \$ _____

Please make checks payable to **“Treasurer - Russell-Shea Growers Inc.”** and return signed agreement and payment to the attention of [Treasurer-Russell Shea Growers, Inc.](#) at the address above.

Please note: The deadline for renewal is **April 1, 2023. Plots not renewed by the deadline will be reassigned.

THE TERM OF THIS LICENSE IS FROM **APRIL 1, 2023 – NOVEMBER 1, 2023** and is subject to the following conditions:

1. Gardens must be planted by June 15th or the plot may be reassigned, at the discretion of Russell Shea Growers, Inc.
2. All materials and personal belongings shall be removed from the licensed plot no later than November 1st. Items listed in #3-a, b, d, or e may be allowed to remain after that date, if in good shape and properly secured, and only at the discretion of the Board of Directors of Russell-Shea Growers. Failure to comply with this provision is cause for non-renewal in subsequent years and removal/disposal of all materials and personal belongings by Russell-Shea Growers, following a 10-day notice to licensee at the address listed above.
3. The following items are authorized to be used within the garden plot during the license term:
 - a. A reasonably sized plastic or wood composting bin;
 - b. An above-ground rain barrel or reasonably sized water collecting structure (with appropriate covering to prevent mosquito breeding);
 - c. Landscape fabric, landscape plastic, or biodegradable materials (such as cardboard) if property maintained and secured in place. **Landscape Fabric and all other non-biodegradable mulching materials must be removed from the site by November 1st;**
 - d. Biodegradable mulching materials, such as leaves, in a reasonable amount. No more than 5 stored bags per plot;
 - e. Temporary wooden stakes or wooden structures and associated trellis material, or temporary metal trellis structures specifically designed for gardening purposes (such as tomato cages), for supporting vine-type plants. **Metal mesh wire of any configuration is prohibited for any use or duration;**
 - f. Temporary, non-metal perimeter/barrier fencing supported only with wooden grade stakes for crop protection, set in from the edge of the plot at least 18” and removed by November 1st;

- g. Rakes, shovels, watering cans/containers, buckets, small gardening tool container, or other hand-held tools customarily used for gardening;
 - h. Pesticides, if used sparingly in accordance with labeled directions and in consideration of neighbors who do not wish to use them **(No pesticide storage on garden plots is allowed for any duration.);**
 - i. Tiller, mower, weed whacker **(no fuels are to be stored on-site for any duration);**
 - j. A temporary chair, small sun umbrella, or other similar personal items that are temporary in nature and removed by November 1st;
 - k. Personal items brought to the plot and removed at the end of the day, such as coolers, water bottles, etc.
4. Items other than those listed in #2 above are not authorized to be used within the community garden. This includes, but is not limited to, herbicides of any kind, metal pipes/fencing, glass of any kind, permanent barrier-type fences, carpeting, cement blocks, pavers/patio tile, items in disrepair, permanent structures of any kind, or any other items not customarily used in seasonal garden plot as determined by Russell-Shea Growers.
 5. Survey stakes, if set by the State or RSG, are not to be removed.
 6. No planting of woody plants, briars, shrubs, or trees. Russell-Shea Growers reserves the right to remove existing woody plants, briars, shrubs, or trees and intends to begin doing so after November 1st..
 7. No planting of perennial invasive species (e.g. raspberries/blackberries). Russell-Shea Growers reserves the right to remove existing invasive perennials after November 1st.
 8. All gardening activity, including all fencing, must be contained within the licensed plot. An 18" unplanted margin should be allowed around the perimeter of each plot to facilitate passage between plots.
 9. All plant/organic material should be pulled and composted within your licensed plot or disposed of at an off-site facility. Plant/organic materials are not to be thrown on other plots or around the edges of the garden roads.
 10. Licensee agrees that he/she will not sell, or otherwise make commercially available, produce harvested from the garden plot.
 11. Dogs are not permitted on the garden plots at any time.
 12. Licensee agrees that he/she/they/them shall be liable for, and hold Russell-Shea Growers Inc. and The State of New Hampshire harmless from, any and all claims of liability and/or injury to persons or property, which may arise from activities conducted under this application/license.
 13. Failure to abide by the license conditions shall be cause for license revocation and/or non-renewal by Russell-Shea Growers in subsequent years.
 14. Final interpretation of the license conditions lies with the Board of Directors of Russell-Shea Growers

Signature: _____ **Date:** _____

By signing above, I understand and agree to abide by the above conditions.