



WOODBIDGE COMMUNITY GARDEN CLUB

TEMPORARY ABSENCE GARDENING REQUEST FORM

WCGC members: Use this form to obtain permission for someone else to temporarily care for your plot when you are unable to do so (for example, because of vacation, illness or injury). This is required by Woodbridge Village Association (WVA) Rules,** and is intended to reinforce the active gardening requirement in the Rules.

Instructions:

1. You must fill out the "GARDENER'S PORTION" of this form **completely**. Leaving any line blank will result in **automatic denial** by the WVA.
2. You must state a **valid, specific and detailed reason** why you are unable to garden in your plot for the period requested.
3. The approval should be requested for the minimum time necessary given the reason for the temporary absence. The maximum period is 90 days, in any event.
4. Your substitute gardener must be a **WVA Member** as defined by Section 6-176(a) of the Garden Club Rules, and must sign a Garden Plot Use Agreement as well (on the back of this form).
5. Submit your completed form to WVA Recreation Manager Nicole Lucio at the WVA office at 31 Creek Road, or by email at nicole@wva.org. WVA and a Garden Club representative will complete the "WVA / WCGC PORTION" of the form.
6. The decision of the WVA and WCGC will be provided to you in writing.

GARDENER'S PORTION:

Plot Number: _____ Garden Club member's name(s): _____

Phone number and email for you while you are away: _____

Absence begins (month, day, year): _____ Absence ends (month, day, year): _____

Reason for absence (must be specific; attach additional sheet if necessary): _____

Name of substitute gardener(s): _____

Substitute gardener's address: _____

Substitute gardener's phone number and email: _____

Garden Club member's signature: _____ Date _____

-----Do not write below this line-----

WVA/WCGC PORTION:

APPROVED: ___ **DENIED:** ___ WVA signature: _____ Date _____

APPROVED: ___ **DENIED:** ___ WCGC signature: _____ Date _____

Reason for denial (if applicable): _____

****Section 6-178.** Members assigned a Plot, including those jointly assigned, must do their own gardening and cannot turn over their plot to someone else to work, except on a temporary basis with the approval of the Association Representative, and a Woodbridge Community Garden Club representative. A person requested to work a plot for a Member, in the Member's absence, must have written verification from the Member, and which is approved in writing by the WCGC which includes a valid reason why the Licensee is temporarily unable to garden the assigned plot. This written approval, if necessary, must be renewed after 90 days. If an extension beyond this additional 90 days is requested, the matter will be considered by the WCGC for a recommendation to the Association, who will make the final decision.

WOODBIDGE VILLAGE ASSOCIATION GARDEN PLOT USE AGREEMENT

A. Use Agreement

In consideration of the right to use the Woodbridge Village Association garden plot assigned below, the undersigned Member certifies that he or she has read and agrees to abide by, in the use of his or her garden plot, the Rules and Regulations for the Garden Area Within the Woodbridge Retention Basin, as stated in the Woodbridge Village Association Code Book in Chapter 6 Article VI, thereof, and further agrees and understands that a violation of those Rules may result in Enforcement Actions, including hearings, with the imposition of fines or penalties, including the relinquishment of the right to use assigned garden plot, in accordance with published procedures.

B. Special Provisions

The undersigned Member also agrees that no dangerous pesticides or toxic material will be kept, stored or maintained on their garden plot area within the Retention Basin. Any temporary storage containers or enclosures will be kept in a neat and in good condition and repair.

C. Woodbridge Community Garden Club.

The Association has appointed the Woodbridge Community Garden Club ("WCGC") as a Committee of the Board, to assist it in the administration of the garden plot area. As part of that task, the WCGC has adopted its own additional Rules and Regulations, and fees, and the undersigned Member agrees to abide by those Rules and Regulations as well, and to pay the fees established by the WCGC.

D. Waiver, Release and Hold Harmless Clause:

The undersigned Member hereby waives, releases and discharges any and all claims for damages for personal injury or property damage which I may have or which may hereafter accrue to me against the Woodbridge Village Association, its employees, officers, or agents and/or the WCGC, which may result from my participation or that of any minor in my legal custody in the aforementioned Garden Plot area. I agree to assume the risk associated with such participation and to release and hold harmless all of the persons or entities mentioned above from any loss, liability, claim suit, demand, cost and expense in connection with such use. It is further agreed that this Waiver, Release and Assumption of Risk is to be binding on my heirs and assigns and is intended to release those persons or entities from and against any and all liability arising out of or connected in any way with my participation in such activity in the Woodbridge Village Association Garden Plot area.

Plot Number: _____

Name of Temporary Garden Plot User: _____

Signature of Temporary Garden Plot User: _____

Address: _____ Irvine, CA _____
(Street) (Zip)

E-mail: _____

Telephone Numbers:

Home: _____

Work: _____

Cell: _____