

**Byron Park Board Rototiller/Storage Shed Policy**

Prior to operating the tiller or using the storage shed referenced in this Policy the following must be signed and on file with City Hall.

**Effective Date**

4/13/2011 revised 1/30/12

**Scope**

This policy applies to Park Board members who use the tiller owned by the City of Byron and by extension; the Byron Community Garden, Byron Park Board and all community garden participants.

**Purposes**

1. To provide clarity on the use of the tiller and who may operate it, as well as provide for the soil preparation needs of the Community Garden members.
2. To provide storage space for Community Garden related assets and limited storage space for gardeners.

**Policy Statement**

As part of the agreement between community garden plot renters and the Park Board, renters expect to have their plots roto tilled once per year. Participants may choose not to have their plot tilled by making arrangements upon entering the rental agreement. In the absence of a "no till" agreement all plots will be tilled by the Park Board or a Community Garden Member as soon as soil conditions are optimal in the spring of each year. Thereafter tilling will be done only on unrented plots or plots relinquished for lack of care. Any additional use of the tiller will be at the Park Board's discretion.

The Byron Park Board has made a storage shed available for Community Garden participants. The City of Byron and the Park Board are not responsible for theft or lost items from this shed or the Community Gardens in their entirety. All Community Garden members will have access to the building to store tools and materials the members hold in common for use in the gardens. The City and the Park Board shall retain all rights to the shed, and may terminate its use at any time at their discretion.

**Indemnification**

The selected Community Garden and Park Board Member agrees to protect, defend, indemnify and hold city of Byron, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Byron Park Board Rototiller Policy or the performance hereof by the selected Member. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The Community Garden and Park Board Member also agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the selected Member was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

I read and understand the above Policy: \_\_\_\_\_  
Signature Date

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