

Edible Landscaping Memorandum of Understanding

I, on behalf of myself or the organization that I represent (“Organization”), have submitted an Edible Landscaping Garden Application (“Application”) which includes a Maintenance Plan and Planting Plan among other documents and I agree to the following conditions:

- Edible landscaping, including fruit and nut bearing trees and shrubs (“Edible Landscaping”), will only be planted in locations designated and approved by the Madison Parks Department.
- A Planting Plan showing locations, types and varieties of the Edible Landscaping has been approved by the Madison Parks Department.
- Edible Landscaping will be planted in a manner and in accordance with the approved Planting Plan.
- Maintenance of the Edible Landscaping will be carried out in accordance with the approved Maintenance Plan. Such Maintenance Plan requires proper site preparation, planting, watering, weeding, mulching, pruning, harvesting, windfall cleanup, and litter removal. I understand that if water is not available at the site, that I am responsible for providing water. No harmful pesticides or herbicides will be used in the maintenance of the Edible Landscaping.
- Failure to properly care for the Edible Landscaping as provided in this Memorandum of Understanding, as determined by Madison Parks Department and/or the Organization, may result in the transfer of care for the Edible Landscaping to another organization or individual or the removal of the Edible Landscaping.
- Care of the Edible Landscaping does not give Me or the Organization any ownership in the Edible Landscaping or specific rights to harvest any or all of the product of the Edible Landscaping. Any resident, citizen, or visitor are entitled to, and encouraged to, harvest any product of the Edible Landscaping.
- As a volunteer, personally, and in my capacity as representative of the Organization and its members, I agree to waive any claim for injury and hold harmless the City of Madison, the Madison Parks Department, the Madison Board of Park Commissioners, the Organization and its members should any injury or harm occur to me or any the Organization’s members during our participation in the care, harvest, use, or enjoyment of the Edible Landscaping.

I agree to the preceding terms and conditions. If I am signing as an authorized representative of an Organization, I have the authority necessary to do so and I agree to be the contact person for that organization with respect to the participation and care of the Edible Landscaping.

_____ (signature) _____ (date)

_____ (Title) on Behalf of _____ (organization)