



Gardens Buffalo Niagara Digital Click-through Gardener Volunteer Policy, Indemnification & Hold Harmless Agreement

Gardens Buffalo Niagara (GBN) relies on gardener volunteers! Sharing your garden is unpaid service that fuels the GBN mission. To support GBN and make sure gardener volunteer work is consistent with our mission and obligations, we follow the below policy.

1. Gardener Volunteers' Scope of Work

1.1 To ensure such service is additive and consistent with the law, unpaid gardener volunteers at GBN may not:

1.1.1 Replace or augment paid staff to do the work of paid staff

1.1.2 Do anything but tasks traditionally reserved for gardener volunteers at the GBN

1.1.3 Be required to work certain hours, other than what they voluntarily take on 1.1.4
Be required to perform duties involuntarily.

1.1.5 Be under any contract, except with the express written permission of the GBN
Board of directors.

1.1.6 Be paid for their services (except reimbursement for expenses)

1.2 Typical gardener volunteer tasks for GBN include: Opening part of your garden or your whole garden to visitors by displaying your gardener sign; speaking to the visitors & potentially the media about gardening, your garden, and/or participating in your Gardens Buffalo Niagara event; surveying and addressing any safety concerns for your garden space and being certain to close off any hazardous areas in your garden;

1.3 Participating as a gardener volunteer.

1.3.1 To participate as a gardener volunteer you must register, or be approved upon application each year to participate in a GBN event.

1.3.2 You may decide NOT to share your garden after registration, or you may not be available to be present for an entire event. We understand.

- (a) Do Not Display your gardener sign, if you no longer wish to participate, or are unavailable to participate.
- (b) It is important to note: printed maps are not able to be altered after an event's printer deadline and your garden will still be listed on the map.

1.3.3 If you are seeking to register or applying to participate in a GBN event, and your garden contains any state or federally regulated plants (such as marijuana or any other intoxicants) and/or any other items (such as firearms) which are under state or federal regulation you must contact info@gardensbuffaloniagara.com

- (a) GBN strictly prohibits the sale, gifting or transfer of marijuana or any other controlled substance during a GBN event.
- (b) All documentation of state or federal licensing/registration must be provided to GBN for review.
- (c) GBN will evaluate all materials, and make a determination about your participation.
- (d) You may be required to have additional adults over 21 years of age present to supervise and monitor any regulated plants which are displayed to avoid transfer of controlled substances during a GBN event.
- (e) GBN is not responsible for any subsequent theft, or vandalism associated with these valuable & regulated plants.

1.3.4 Your status as a gardener volunteer is limited to the dates and hours of the garden event(s) you have registered for, and while displaying your gardener sign during event(s) dates and hours.

1.3.5 Any activities “outside of event hours” are conducted outside the scope of your GBN gardener volunteer status and are not authorized or indemnified by GBN. 1.3.6 GBN strictly prohibits garden volunteers from serving alcohol to visitors. 1.3.7 Touring the inside a garden volunteers home/residence, shed or indoor business space (with the exception of greenhouses) is forbidden and if conducted are outside the scope of your GBN gardener volunteer relationship. These activities are not authorized or indemnified by GBN..

1.3.8 Use of a gardener sign from prior year’s participation without registering for the current year is forbidden.

2. Garden Volunteer Code of Conduct

2.1 At all times when sharing your garden during a GBN event , Garden Volunteers shall:

- 2.1.1 Be respectful of others when interacting about GBN;
- 2.1.2 Not violate the civil rights of any GBN volunteer, its staff members, and/or event attendees;
- 2.1.3 Not engage in abusive or threatening conduct, including but not limited to written or verbal harassment, that impacts GBN, its staff, its volunteers and/or event attendees;
- 2.1.4 Not put any person at undue risk during a GBN event;
- 2.1.5 Not conduct sales during a GBN event unless (a) sanctioned by that GBN event, or (b) with the express written permission of the GBN Board;
- 2.1.6 Not engage in public intoxication by alcohol or any other substances during a GBN event;
- 2.1.7 Not establish or continue a volunteer relationship with GBN, if the volunteer candidate is currently engaged, or has previously engaged in litigation against GBN.
- 2.1.8 Not slander, mischaracterize, and/or misrepresent GBN, its staff members, its volunteers, its visitors and/or any GBN event
- 2.1.9 Report any Volunteer behavior inconsistent with this Code of Conduct to a Board Member.
- 2.1.10 Not engage in a garage sale, or any sale of products without the express written consent of Gardens Buffalo Niagara, unless the event description includes authorization of sales, such as the Urban Farm Tour or the Open Gardens in July tour.

3 Confirming Gardener Volunteer Positions

3.1 To promote a culture of community and safety, GBN will confirm the scope of the gardener volunteer experience annually with a "Gardener Volunteer Letter," via regular mail or via email.

4. Declining an Offer to be a Gardener Volunteer

4.1 GBN may deny an offer to be a gardener volunteer without providing a reason, but typical reasons for denying a volunteer opportunity will be:

4.1.1 GBN does not have the capacity to coordinate with another gardener volunteer at

that time;

4.1.2 GBN has found the garden to not meet the relevant requirements, including failure to provide requested state or federal licensing/registration for regulated plants.

5. Indemnification and Hold Harmless Agreement

5.1 By clicking ‘I accept,’ I enter into this Indemnification and Hold Harmless Agreement with the Gardens Buffalo Niagara, GWBN, Inc. (“GBN”) located at 371 Delaware Ave, Buffalo, NY 14202. To the extent allowed by law, I hereby agree to and shall indemnify and hold harmless GBN, its directors, officers, employees, and volunteers from any liability, damages, judgments, penalties, causes of action, claims and costs whatsoever, including reasonable attorney’s fees, with respect to claims and losses arising from my GBN gardener volunteer participation, and agree I shall not bring any claim or commence any action against the GBN in relation to that GBN gardener volunteer participation. The obligations of the Parties under this section shall survive any expiration or termination of the GBN gardener volunteer agreement, and shall not be limited by any enumeration herein of required insurance coverage.

6. Acceptance

6.1 By clicking “I Accept,” I agree to all terms and conditions of the GBN Gardener Volunteer Policy and understand that I am entering into an Indemnification & Hold Harmless Agreement with GBN.