

# Garden Rules and Gardener's Agreement

## South Pasadena Community Garden

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### Los Angeles Community Garden Council

## Garden Rules for the South Pasadena Community Garden

As of 11/2014

Thank you for your interest in joining the South Pasadena Community Garden! The South Pasadena Community Garden consists of 36 plots that are available for license by households, communal and educational plots, shared fruit trees, and native plants. The garden is a shared space and so it is important that everyone agrees to these rules for how to maintain the garden and its shared areas as well as cultivate positive relationships between community members. Gardening here is a privilege and each gardener is expected to respect the land, fellow gardeners, and neighbors. These garden rules will be reviewed every 12 months to ensure that they reflect the specific needs of the garden.

### Garden Hours, Maintenance, and Tools

1. Gardeners may access the garden from 7am to 5pm from September 1 to March 31, and from 7am to 7pm from April 1 to August 31. Gardeners are responsible for locking the gate behind them. Keys and combinations are strictly for personal use and must not be shared with others.
2. Gardeners must plant their plot within 15 days of the plot being assigned. They must garden year-round.
3. If gardeners are unable to tend the plot due to illness or traveling, they must arrange for someone else to tend the plot and notify the Garden Leadership Team.
4. Gardeners must keep their plot, paths, and surrounding areas around their plot clean and free of trash, weeds, and debris. Structures of any kind (including greenhouses, trellises, and fences) are not allowed in plots. Furniture (such as chairs, umbrellas, and benches) is not allowed in plots. Gardeners must keep the plot free of weeds, pests, and diseases. Because of the communal nature of a community garden, this is necessary to control against invasions of the whole garden.
5. Plot boundaries are clearly defined and plants must remain within the boundaries of each plot. Gardeners may not plant trees (of any kind) in their plots or any plants higher than 4 feet. Plants are only to be planted in raised bed areas.

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6. Gardeners may only take as much produce, such as guavas and corn, from the communal areas that they can carry with their own two hands. They may not use a bag or other container when harvesting produce from communal areas.
7. Gardeners must not apply any pesticides, insecticides or herbicides in the garden without approval from the Garden Leadership team. Organic gardening promotes the health of our produce, soil, and fellow gardeners.
8. Gardeners will not cultivate any plants that are illegal.
9. Gardeners are responsible for taking any trash or recyclables that belong to them out of the garden.
10. Tools must be returned to their proper location after use to keep the garden and toolsheds in a neat condition. Gardeners are responsible for locking the toolsheds. If a tool is missing, damaged or broken, inform a member of the Garden Leadership Team immediately. Gardeners may be held responsible for damaged or broken items or equipment and they may not be replaced if missing or broken.
11. Please conserve water and use a trigger-operated nozzle on the hose as required by California law. Notify the Garden Leadership Team of any leaks. Maintain your raised bed to conserve water. To conserve water, do not water your plot more than three times per week.
12. Leave all hoses coiled near the water spigots.
13. Gardeners are required to contribute a minimum of four volunteer hours each month to maintain the communal areas of the garden.

### **Garden Leadership Team, Plot Assignments and Gardener Meetings**

14. The volunteer Garden Leadership Team consists of five positions: Chair, Vice-Chair, Treasurer, Secretary, and Garden Master. These positions are held for a two-year term and then nominations will be accepted and elections held in October to elect new leaders. The leaders' contact information and responsibilities are posted in the garden and gardeners should reach out to them with any questions or concerns. The Garden Leadership Team is responsible for liaising with the Los Angeles Community Garden Council and appointing committees, as needed.
15. Plots are assigned based on the date and time of receipt of the plot application. Only one plot will be assigned per household. Preference for assignment of plots will be given to the following groups: (1) South Pasadena residents residing within 500 feet of the Garden; (2) South Pasadena residents; (3) All others, with up to 30% of plots to be assigned to those in Group (1). Applications will initially be received by the Garden Treasurer in-person at the garden site from 10am to noon on \_\_\_\_\_, 2015.

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16. The plot fee is \$60 per year, due in full upon assignment to a garden plot and execution of the Gardener's Agreement. The plot fee will be reassessed annually to ensure that it covers the cost of the water bills and basic garden maintenance.
17. An application fee of \$30 must accompany the application for new gardeners. Payment can be made by check payable to "LA Community Garden Council" or by cash. A receipt will be issued for all cash payments. The fee will be applied toward the plot fee in the event that you are assigned a plot. In the event there is a waitlist, the application fee will hold your place.
18. Once a plot has been assigned, the gardener will be provided with the information needed to access the garden (combinations, locks, etc.) Please do not share this information with anyone who is not a registered gardener at the South Pasadena Community Garden.
19. Plots are assigned for a 12-month period. Renewal is not automatic and is based on gardeners' following the rules. After a plot has been renewed one time, it may be given to someone on the garden waitlist.
20. Fees will not be refunded.
21. If all plots have been assigned, an applicant will be placed on a waitlist. The Garden Leadership Team will maintain this waitlist.
22. Gardeners are required to attend quarterly meetings in October, December, March, and June. Dates and times will be posted in the garden.

#### **Mutual Respect**

23. Gardeners must not take food, plants or materials from other gardeners' plots.
24. Gardeners must not water, weed or cultivate other gardeners' plots without express permission from that plot's main gardener.
25. Gardeners must not use abusive or profane language or discriminate against others for any reason, including but not limited to: age, race, religion, national origin, gender, sex, sexual orientation, political affiliation or ability.
26. Gardeners' guests and visitors may enter the garden only if accompanied by the main gardener. Guests and visitors must follow all rules, terms, and conditions stated here.
27. All children under 18 years must be supervised by a responsible adult.
28. Alcohol, tobacco, and illegal drugs are prohibited in the garden. Anyone found to be under the influence of alcohol or illegal drugs will forfeit their gardening rights.
29. Possession of dangerous chemicals, harmful substances, and fire arms is prohibited at all times.

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30. Pets are not allowed in the garden.
31. Community events may only be held in the garden with the permission of the Garden Leadership Team.
32. Headphones must be used if playing music in the garden, except for at a community event with the permission of the Garden Leadership Team.
33. Gardeners may not collect money or organize raffles without the permission of the Garden Leadership Team.

### **Safety**

34. Please report any accidents or vandalism promptly to a member of the Garden Leadership Team.
35. In case of fire or other emergency please call 911.
36. For city services call \_\_\_\_\_

### **Consequences for Violating the Garden Rules**

37. Gardeners may be asked to leave the garden for:
  - a. Violating the stated rules
  - b. Neglecting to maintain their plot
  - c. Harassment, discrimination, physical or verbal abuse of any party affiliated with the garden
38. Removal from the garden will follow:
  - a. For the first incident, a documented verbal warning made in a one-on-one meeting
  - b. For the second incident, a written warning
  - c. In the event of a third incident, a gardener will be asked to leave the garden
39. Upon dismissal, dues will not be returned. You may take plants from the plot and the plot is to be left in good condition.

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### Los Angeles Community Garden Council

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As of 11/2014

Gardener Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Home Phone: (\_\_\_\_) \_\_\_\_\_ Mobile Phone: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_  
Emergency Contact (Name & Phone): \_\_\_\_\_

Thank you for your interest in joining the South Pasadena Community Garden! The South Pasadena Community Garden consists of \_\_ plots that are available for license by households, communal and educational plots, shared fruit trees, and native plants. The South Pasadena Community Garden is an affiliate of the Los Angeles Community Garden Council (LACGC), a non-profit organization that acts as the fiscal agent for the garden. This document is a legal contract between you and LACGC.

#### A. TEMPORARY RIGHT TO GARDEN

1. **Plot.** You have the temporary right to garden in plot \_\_\_\_ (the "Plot") in the Garden, as identified in the Garden map attached to this Agreement. Your immediate family members may garden with you as your guests. As long as you remain a Gardener in good standing, you may use the Plot for a period of two years from the date on which this document is signed by the LACGC.
2. **No Refund.** You understand that you will not receive a refund or reimbursement for your expenses, or any other payment if you decide not to garden or if LACGC suspends or terminates your right to garden, even if you have spent a lot of time and money on the garden. You understand that only you and no one else, including your family, has any rights under this Agreement.
3. **Fees.** When you sign this document, you will pay a fee of \$60 to use the plot. Thereafter, you will pay an annual fee no later than March 1 of each year. You understand that the fee may increase future years. Any non-payment of fees in arrears for more than 30 days risks termination of gardening privileges.

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4. No Transfers. Only you and your immediate family can garden in your assigned Plot here.

### B. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

1. Awareness of Risk. You understand that participating in the Garden has a risk of death or injury to yourself or your guest and damage to your personal property. The risks could be caused by you, other gardeners, LACGC, the City of South Pasadena, or the owner of the property, CalTrans. The risks could also come from the condition of the land where the Garden is located, the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.
2. Assumption of Risk and Waiver and Release of Claims. In exchange for your right to participate in the Garden, you agree to take on the risk of harm even if the potential harm is caused by someone else. In legal terms, you agree to "assume the risk." You also agree to give up, i.e., waive, any right you may have to sue or otherwise attempt to collect money from CalTrans, the City of South Pasadena, LACGC, volunteers, or anyone acting on their behalf (collectively referred to as "Released Parties") for any losses or damages resulting from death, injury, or property damage to you, anyone else, or any property, that occurs while you or your family or guests are in the Garden. In legal terms, you "waive and release all claims" against the Released Parties. You understand that LACGC would not permit you to participate in the Garden without your agreement to these waivers and releases.
3. Medical Care Waiver. You give up any right to sue or otherwise attempt to collect money from ("waive and release any claim from") the Released Parties arising out of any first aid, treatment, or medical service, including the lack of such or timing of such, given in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers' compensation, or any other benefits that may be maintained by LACGC.
4. Indemnification. You are responsible for any damages or losses suffered by LACGC that are caused by you or your guests' actions. In legal terms, you agree to indemnify and hold the Released Parties harmless.
5. Publicity. You agree to allow LACGC, the City of South Pasadena or CalTrans to use any photographs, interviews, videotapes, film or other visual or auditory recordings, or any other medium, including the internet, of you or your guests that LACGC or others may create in connection with you or your guests' participation in the Garden. You agree that you do not have to inspect or approve the finished project and you are not entitled to any compensation for the finished product.

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### C. TERMINATION

1. Failure to Comply with Agreement or Garden Rules. You confirm that you have read a copy of the South Pasadena Community Garden Rules (Garden Rules) attached to this Agreement and you will comply with them. If you fail to obey the Agreement or the Garden Rules, LACGC can terminate your right to garden.
2. Termination of Lease. If South Pasadena or CalTrans terminates the lease for the land where the garden is located, your right to garden will end. The City of South Pasadena or CalTrans can terminate the lease at any time. LACGC will notify you if the lease is terminated.

### D. OTHER PROVISIONS

1. Entire Agreement, Severability and Modification. If any part of this Agreement is deemed ineffective, the remaining portions of the Agreement remain in effect. Any changes to this Agreement must be in writing and signed by you and LACGC.
2. Third Party Beneficiaries. You understand that this Agreement gives the City of South Pasadena or CalTrans a right to enforce certain parts of this Agreement against you by going to court. In legal terms, the City of South Pasadena and CalTrans are an "express third party beneficiary." They can enforce Sections C. and D.2. of this Agreement.

#### GARDENER

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print)

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

#### LOS ANGELES COMMUNITY GARDENING COUNCIL

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print)

Title: \_\_\_\_\_

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