

College Area Community Garden



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Community Garden Rules

This document sets out the rules that govern the College Area Community Garden (the “Garden”). These Rules are intended to help all our Gardeners grow fresh, healthy food or flowers in a thriving garden, to help create a sense of community among our Gardeners, and to help the Garden to be a good neighbor. The Garden is a nonprofit association that leases the land, obtains funding, and administers these Rules. Prior to being allowed access to the Garden, every person who has a plot in the Garden (every “Gardener” or “Co-Gardener”) must sign a legal agreement (**Gardener’s Agreement**) with the Garden, agreeing to comply with the following Garden Rules. By agreeing to and signing the separate Gardener’s Agreement, Gardeners also agree to all the following Rules.

Community Garden Rules for Gardeners and Co-Gardeners

A. ACCESS TO THE GARDEN

Season: The Garden is open and accessible all year.

Hours: You may be in the Garden from dawn (beginning of Civil Twilight) to dusk (end of Civil Twilight). Exceptions are for Garden Board pre-approved activities that are supervised by the President or Vice President of the Board or their pre-authorized representative(s).

Keys and Security: The Garden will give you the combination or code (or key) to open the main entrance gate lock and the gardener’s storage area and shed. On leaving the Garden, you are responsible for locking the same locks if there are no other individuals in the Garden OR you don’t personally know the other person/persons to be CACG gardeners. You will follow any additional security guidelines that may be announced by the Garden. You are responsible to provide up-to-date contact information so you can be notified if the combination or lock up procedure is changed. Garden lock code may NOT be given to others without express written approval from Garden Board President or Vice-President.

B. GARDEN PLOTS

Use of Own Plot: You may use only the plots assigned to you by the Garden. You will maintain your plants within your plot, and will trim any plants that extend into neighboring plots or into common areas. You may not alter the dimensions of your plot. Joint cultivation areas and the SDSU Research Area may be subdivided according to the wishes of their respective gardeners. Plot leases are renewable for up to five years; after that, they will be considered open plots and be awarded to lottery winners from the waitlist of prospective Gardeners.

Plantings: You may plant vegetables, fruits, and/or flowers. You may not maintain plantings or plant-supporting structures whose height, material or density impede the security of the Garden or impede adjacent gardeners’ access to sunlight. Typically, this means tall plants must be trimmed to a maximum of 4’ height at the request of neighboring gardeners or the Garden. Given the fact this Garden has just begun operation, we recommend that you not grow plants that require large amounts of money, labor or time to produce.

Supplies: You are responsible for the planning and management of your own plot, including providing your own seeds, plants, and any tools not provided by Garden or Gardeners collectively.

Organic Methods: You will garden organically. You will check with the Garden Coordinator before applying any fertilizers, pesticides, herbicides, or rodenticides, even if labeled “organic.” Use of compost, organic mulch, and hand weeding is generally acceptable. No synthetic/chemical herbicides, pesticides, fungicides, or synthetic fertilizers are permitted on the site, including treated wood products used as edges, borders, or for raised beds, or in any other structure.

Water: You are responsible for watering your own plot. You should practice water wise gardening, and you agree not to overwater your plants or leave a hose unattended, unless it is part of a manual drip or other irrigation system approved in advance and in writing by the Garden. The cost of water is included in the cost of plot rental, so excessive water usage may cause the cost of plot rental to increase the following year. Overnight watering is expressly prohibited. When leaving, please check that you have turned off the faucet you’ve been using. When using hoses take care not to damage other gardens and when finished watering please untangle and neatly curl up hoses next to (not wound around) standpipes.

Tools: The Garden furnishes many if not most of the hand tools you will need. You may bring your own tools into the Garden to use in your plots. The Garden will not be responsible for the theft or other loss of such tools, either while you are present or after hours, including in the locked storage facility. You are responsible for any damage you incur using tools, and so should use them with care. Any use of power tools, such as those that require batteries or electricity must have the express written permission of the Garden. Gasoline powered devices (and gasoline type fuels) of any kind are expressly prohibited, except as may occasionally be needed for large work parties and only then by prior written agreement from the Garden Board.

Plot Maintenance and Trash: You will maintain your plot and adjacent paths in a clean and neat fashion, promptly removing any weeds, overgrowth, or other waste from your plot. You will promptly harvest edible plants. You are responsible for hauling and disposing of your own trash, such as weeds, boxes, trays, bags, packets, and similar items. You will place any high-quality organic waste such as dead plants, or rotten produce, in the compost bins designated by the Garden. Grassy weeds and diseased plant materials are to be disposed of separately (in the provided green bin that has wheels) from compost piles used to produce Garden compost. You are asked to place them appropriately.

Absence: You may lose your plot if you abandon it. Abandonment means failing to maintain a plot for 4 weeks. If a Gardener and all Co-Gardeners for a given plot expect to be away from the Garden for more than 4 weeks, but less than 3 months, the Gardener must inform the Garden Operations Coordinator. The Gardener and the Garden Coordinator will then determine an alternative, such as a temporary substitute, acceptable to both. Gardeners who are away for more than 3 months will, at the sole and final discretion of the Garden President or Vice President, lose their plots and forfeit any remaining paid up fees.

Personal Property: You may not keep personal property on your plot or outside of locked storage when you are not in the Garden. You may store limited amounts of personal property in the locked storage area, subject to space availability. Any such property will be clearly marked with the owner's name. If you do not wish others to use your property, it should be clearly delineated "For Owner's Use Only"; otherwise it may be made available for use by other gardeners. Property with no name and property left after the termination of your participation in the Garden will be treated as Garden property and be subject to use, sale or disposal.

Common Tools: The Garden or Gardeners collectively will provide a set of tools in a storage area in the Garden for use by all Gardeners (the "Common Tools.") You will return the Common Tools to the storage shed as soon as you are finished using them. If a Common Tool appears dangerous or in disrepair, you will not use the Common Tool and will inform the Garden Operations Coordinator immediately. You must replace any tools broken through negligence.

Common Responsibilities: You will keep clean, neat and free of debris any common areas, such as pathways and storage sheds. You are not responsible for trimming large trees or any other plant or structure that requires professional maintenance. You will promptly report any concerns about the safety of the Garden to the Garden Coordinator. If there is vandalism, storm damage, or other damage to the Garden, you are expected to help in cleaning up and restoring the Garden to its prior condition, but generally speaking, the Garden will bear the cost of the repairs.

Work Days: You will participate in 2 Garden Work Days per year, during which you participate in cleaning and maintaining the Garden. You will contribute \$50.00 per missed work day for Garden maintenance.

Participation/volunteer time: You are expected to contribute 2 hours of community volunteer time per month or 24 hours per year for maintenance and development of the common areas; and to record your hours in the volunteer log book. Community work days may be scheduled and your participation in these counts as volunteer time. You may "buy out" your volunteer time at a rate of \$10.00/hr.

C. COMMUNICATION

Structure: The Garden is governed by a Board of Directors that is elected annually for one year terms by all Board Members. Current Board Members may nominate prospective candidates two months in advance of announced elections. Paid up Garden Members are also eligible for nomination by a current elected Board Member. Gardeners current with their dues and membership are eligible to vote. **Co-Gardeners or volunteers do not have voting privileges.**

Garden Management: The Garden's duly elected Board of Directors has complete authority to interpret the Rules and make decisions.

Communication: The Board of Directors will designate a maximum of two Board members or Gardeners as "Garden Coordinators" to be the official point of contact between the Garden and Gardeners. The Board will carefully consider input from all Gardeners before choosing any Coordinator.

Contact Information: The Garden will provide a bulletin/announcement board in the Garden. The contact email addresses and/or numbers for the Coordinator(s) will be posted on this board OR made available by email. You must tell the Coordinator of any change in your contact e-mail addresses or phone numbers from what is given in your Gardener's Agreement.

Gardener Input: You are encouraged to provide suggestions about Garden operations to the Operations Coordinator. You should contact the Coordinator directly at the numbers or emails provided by the Coordinator, not the Garden's office, with any questions relating to day-to-day operational matters.

New Gardener Requirements: New gardeners must complete the following in the first thirty days of rental or forfeit their plots without refund of rental or deposit:

- In order to become familiar with how the Garden functions and your responsibilities as a Gardener, new Gardeners must attend an orientation led by a Garden representative.
- You must have your Plot cleared of all plant material other than healthy herbs, perennials or vegetables.
- At least one-half of the plot must be newly planted and the other half may remain mulched or covered.

Annual Meeting: Once a year, the Garden will invite all Gardeners that are up to date on their dues and lease payments to an annual Board of Directors meeting to notify you of any changes made in how the Garden operates, in these Rules or in assignments of plots, to discuss any issues or concerns, and to elect a new Board. Gardeners will be given written notice of the annual meeting, sent by email or first-class mail, no fewer than 14 days in advance.

Confidentiality: Garden and other Gardeners will not use any personally identifiable information, including Gardener's name, email address, telephone number, or street address, for purposes other than the operation of the Garden. Use or disclosure of such information may cause you to lose all rights as a Gardener. The Board of Directors will review such cases and decide any action. The Board's decision is final.

D. CONDUCT

General Conduct: You are expected to be civil, honest, and cooperative in dealing with the Landowners, Garden Board Members and Coordinators, Garden neighbors, other gardeners, and guests of other gardeners.

Guests: You may bring a reasonable number of guests, including children, into the Garden, provided that the guests comply with the Rules. You will directly and continually supervise any child under the age of sixteen. You will be responsible for the conduct of any and all children and your guests, including making sure they do not damage or interfere with activities on other plots or otherwise engage in inappropriate conduct. Guest violations of these Rules are treated as violations by the Gardener. Visits by more than five guests, and any workshops, classes or paying activities require prior permission of the President or Vice President of the Garden Board. The Board reserves the right to require any or all visitors/guests fill out and sign Liability Waivers and/or Garden Rules documents.

Pets, Animals, Other creatures Not Permitted: You may NOT bring pets, animals, reptiles, etc. of any kind into the Garden. Only one legally registered Service animal for the disabled is allowed on site at a time unless other arrangements are made with an elected Board member in advance.

Respect Others' Property: You may not enter other plots, use another Gardener's tools or supplies, or harvest another Gardener's produce, without their explicit permission. Gardeners may not enter property next to the Garden without the owner's permission.

No Illegal Plants: Gardeners may not grow any plants considered illegal under state or federal law. For example, even though it may be lawful for medical purposes under state law, you may not grow Cannabis sativa (marijuana), because it is currently illegal under Federal law.

Compliance: Gardeners must comply with all applicable local, state, and federal laws.

No Firearms: Gardeners may not carry, use, or store firearms or ammunition of any kind in the Garden.

No Smoking: Smoking or "vaping" is completely prohibited in the Garden. No exceptions.

No Alcohol/Drug Use: You may not consume or use alcohol or illegal drugs while on the Garden premises, bring them onto the Garden premises, or come into the Garden while under their influence.

No Sexual Relations: Gardeners may not engage in sexual relations or overt sexual behavior in the Garden.

No Fires or Cooking: Gardeners may not start or maintain a campfire or burn weeds. Use of a barbecue grill or any type of cooking in the Garden without the express prior written permission of the Garden Board President or Vice President is not allowed.

No Loud Music: Gardeners may not play music or the radio loud enough to be a nuisance to other Gardeners or to the Garden's neighbors. It is strongly recommended that Gardeners use earbuds or headphones while listening to music.

Sales: You will comply with all laws and regulations regarding the sale of agricultural products. On-site sales are not allowed due to City of San Diego regulations governing community gardens within residential zones.

E. PROBLEMS

Dispute Resolution: Gardeners will raise with the Coordinators any disputes about the Garden or with fellow Gardeners. The Coordinators shall have the power to hear these disputes and will seek to resolve them in the best interest of the Garden. Disputes not resolved by Coordinators will be heard and a resolution decided upon by the elected Board of Directors.

Rules Violations: You may lose your right to participate in the Garden if you fail to comply with any of these Rules. If you:

- endanger other Gardeners, Garden, neighbors, or other individuals;
- take or use another Gardener's tools, supplies, or produce without permission;
- encroach on Garden neighbors' property;
- grow illegal plants;
- carry, use or store firearms, ammunition or explosive materials of any kind in the Garden;
- use alcohol or illegal drugs in the Garden; or
- have sexual relations or perform illegal acts of any kind in the Garden

The Garden Board may, at its discretion, terminate immediately your right to participate in the Garden. If that occurs, you must leave the Garden by the end of Garden hours on the termination day, and may not reenter without Garden Board's permission.

If you violate any other of these Rules, the Garden Board will inform you of the violation by sending you an email or paper letter and/or putting a red flag on your plot. You will have two weeks to correct the violation. If the violation is not corrected within this period, the Garden Board may, at its discretion, terminate your Gardener's Agreement. After termination, you will have two weeks to harvest and clean up the plot.

Upon termination for any reason, a Gardener will promptly return all Garden property. Terminated Gardeners are not entitled to any refunds or other payments from the Garden.

No Limit on Garden Rights: The process described in this Section does not (i) limit the Garden Board's ability to enforce its rights under these Rules; (ii) limit or qualify your obligation to comply with applicable law or the Rules; or (iii) limit the Garden's right to notify and/or involve government authorities as it may determine.

No Refund or Other Claims: Gardeners under no circumstances will be entitled, directly or indirectly, to any refunds; any direct, incidental, consequential, punitive, or other damages; any other forms of compensation from the Garden or the owner of the Garden's land; or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of termination from participation in the Garden.

F. OTHER PROVISIONS

Changes in the Rules: The Garden Board may amend these Rules in its discretion without advance notice. The Garden Board will provide all Gardeners with a copy of the current Rules, will post a copy of the current Rules at the Garden, and will summarize any changes in the next annual meeting. The Gardeners, through the Garden Coordinators, may propose Rules for the Garden's consideration.

Master Lease: The Gardener's Agreements with individual Gardeners are subject to the Master Lease between the landlords (four separate private property owners) who own the land upon which the Garden sits. Though the Garden is accessible via a parking lot owned by San Diego State University, SDSU has absolutely no ownership, management responsibilities nor operational input as to what transpires within the Garden. As a result, if the private land landlords terminate the lease, the Garden will close, and the Gardener's Agreement will terminate. At that time the Gardeners will no longer have access to the Garden. If this occurs, there will be no refunds of fees paid by any gardener or leasee.

Garden Agreement Controls: Nothing in these Rules limits, qualifies, or otherwise affects the Garden Agreements between the Garden and each Gardener. Should there be any ambiguity or conflict between a Gardener's Agreement and these Rules, the Gardener's Agreement will have precedence.

Waiver: Any waiver by the Garden Board of these Rules must be in writing and signed by the Garden Board. Failure, neglect, or delay by the Garden Board at any time to enforce the provision of these Rules will not be considered a waiver of the Garden's rights under these Rules. Waiver of any breach or provision of these Rules or failure to enforce any breach or provision of these Rules will not be considered a waiver of any later breach or the right to enforce any provision of these Rules.

No Discrimination: The Garden Board will not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition, ancestry, marital status, citizenship, sexual orientation, gender identity, or status as a veteran, except the Garden Board has a goal to provide up to 40% of available plots for SDSU related use, group research or teaching projects.

Translations Not Binding: The Garden Board may provide Gardeners with a translation of these Rules and related summaries or other explanatory materials, but it does so as a convenience. Should there be any ambiguity or conflict between the English and the translated versions of these documents, the English language versions will control. They, not the translations, are the official, legally binding documents. Every effort will be made to make these translations as accurate as possible.

Pedestrian, bicycle and vehicular access to Garden entrance: Since access to the Garden's main entrance is via roads and lands that are owned, maintained and otherwise controlled by San Diego State University (and the State of California), all Gardeners must follow rules of use and access posted (and published) by the University. The University has reserved the right to restrict passage over its roads at its discretion, but will provide ample notice in writing should this be necessary. The University retains the right, even with no prior notice, to restrict or deny passage to the Garden entrance via its roads in the event of an emergency.

Parking: Parking for motor vehicles is available for a modest cost in adjacent and other nearby SDSU regulated parking areas. See posted SDSU parking regulations. In June, 2014, SDSU Parking Administration began allowing Garden members and volunteers to park at no cost, but **only** during specific hours and **only** in one specific area. Parking fees are waived **only** if parked during the hours of 5 p.m. to dusk on weekdays, and also during weekends, but only during daylight hours. This applies **only** in SDSU parking lot "2 C" and **only** while parked in the one row of diagonal spaces directly in front of (and parallel to) the garden's main (westerly) perimeter chain link fence. There is **no free parking** anywhere else. If you do not understand these rules, please ask for clarification before parking. The Garden is not responsible for parking fines.

Other Rules: Depending on the anticipated tenure of the garden and local circumstances, the Garden Board may include rules addressing some additional issues, such as allocation of plots when there is a waiting list to join the garden, the allocation and recovery of costs when infrastructure repairs are needed, and other topics.

By signing below, I certify that I have read, understand and will follow all Terms and Rules on pages 1 through 5 of this document.

Gardner signs here: _____ Date signed _____

Print Gardeners name: _____

Signature of one Elected Community Garden Board Member: _____

Date Signed: _____

END OF **COMMUNITY GARDEN RULES** DOCUMENT

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