



ELK GROVE COMMUNITY GARDEN AND LEARNING CENTER GUIDELINES AND AGREEMENT

Hours of operation: Dawn to dusk, or as posted

Family members and visitors are welcome to the Elk Grove Community Garden (EGCG)

The EGCG is an environmentally friendly site

1. **Membership:** Membership is open to all interested persons. Membership is on an annual basis from March through February of each year. All raised beds, ADA double raised beds, and in-ground plots rent for **\$40 per garden year or \$20 for ½ year (Sept-Feb.)**. Plot assignments cannot be transferred, exchanged or sublet to another person. A member can rent no more than two plots.

2. **Membership Volunteer Commitment:** Members agree to volunteer 12 hours per year by a) attending at least two monthly meetings; b) participating in garden work days, and/or c) serving on at least one committee during the garden year (3/1 – 2/28). Member agrees to document all volunteer hours on the Garden's Volunteer Hour form each month.

3. **Plot Maintenance:** Upon a plot assignment, members agree to begin maintaining plot(s) within 30 days and agree to keep plot(s) and a 3' perimeter around the plot(s) weed and litter free. During long absences, members agree to make arrangements for plot care. Planting of tall crops or trellis supports should not shade neighboring plots. Plants must not block the aisles. Trailing vines must be trellised. No permanent structures are allowed.

4. **Membership termination:** Members agree to clean out plot(s) when membership is terminated for any reason. Failure to comply with garden Guidelines may result in advisories and/or termination.

Membership termination may result for the following reasons:

- a) Failure to comply with the EGCG Plot Holder Guidelines
- b) Failure to comply with By Laws of the EGCG
- c) Failure to coordinate all actions, activities, or events concerning the EGCG without authorization of the Board of Directors.
- d) Theft of EGCG personal property
- e) Pilfering of another members garden plot
- f) Pilfering of Food Bank plot(s)
- g) Willful destruction of EGCG personal property
- h) Malicious verbal, written, or e-mailed defamation of the garden or any member of the garden

Process of Member Termination:

Two warning letters followed by a formal letter of termination signed by the Chairperson and two Board Members shall apply to actions (a), (b) and (c) as stated above

An immediate formal letter of termination signed by the Chairperson and two Board Members shall apply to actions (d), (e) (f) (g) and (h) as stated above.

5. **Hours of Operation:** Dawn to dusk

6. **Security/Safety:** Please ensure that all sheds and gates are locked when leaving the garden. Do not give the gate lock combination to anyone. If vandalism or theft occurs, notify the maintenance coordinator. Emergency numbers are posted at the garden's Hampton Oak Gate.

Be proactive. Question unfamiliar people and activities. No unleashed pets, smoking, alcohol, or glass containers are permitted.

7. **Visitors:** Family members and visitors are welcome. Visitors and children under sixteen (16) should be accompanied to ensure that they abide by the Garden guidelines. Members are responsible for visitors.

8. **Conflicts:** Any conflicts among members should be referred to the Garden Board of Directors.

9. **Organic Preference:** We are an environmentally friendly garden. Non-organic pesticides, weed

repellents, herbicides, and black sheet plastic should be used as a last resort. Non-organic chemicals cannot be stored in the sheds.

10. **Water Conservation:** Please conserve water. Mulch with leaves, straw, wood chips and/or grass clippings to reduce water evaporation. Unattended watering is not permitted without a timer. All timers must be approved by the Garden's Maintenance Coordinator prior to installation. Make sure all faucets are off when you leave the Garden. Notify the Maintenance Coordinator of any leaks immediately.

11. **Tool Care:** Borrowed tools should be cleaned and returned to the shed after use. EGCGLC tools may not leave the Garden property at any time.

12. **Plant Restrictions:** No illegal, invasive, or permanent plants are allowed in raised plots. Container plants are allowed providing they do not encroach more than eight (8) inches onto the pathways. Container plants are not allowed between plots.

13. **Composting/Recycling:** All composting shall be placed in a designated composting area. All diseased or infested plants shall be disposed of in the City green waste (gray bin) container. All plastics, paper, and cans shall be disposed of in the City recycle (green bin) containers.

14. **Garden Work Days:** The Garden President shall designate the garden work days and shall post the date and time one week in advance of the work day. Time spent on Garden work days shall be credited to required volunteer hours.

15. **Monthly Garden Meetings: Fourth Saturday:** The fourth Saturday of each month is designated for the Garden's monthly meeting. All gardeners must attend, at least, two meetings each garden year and attendance counts toward required volunteer hours.

16. **Food Closet Donations:** Members are encouraged to plant and maintain Food Closet plots which are coordinated by the Garden's Food Bank Plot Coordinator as part of their volunteer commitment. The Food Closet donation delivery schedule and instructions are posted in the blue shed. Members are encouraged to donate any excess harvest from personal plots to the EG. Food Bank.

18. **Laws/Ordinances/Lease:** Garden members agree to abide by all applicable laws and ordinances and the terms of the Garden's lease with the City of Elk Grove. The city ordinances state that the garden will not be used for commercial purposes. Common sense and decency shall prevail in all situations.

Non compliance with these Guidelines may result in membership termination, as determined by the Garden's Board of Directors. Member compliance with the above Guidelines will help everyone have an enjoyable prosperous garden.

INDEMNIFICATION: The Elk Grove Community Garden is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. City and their elected and appointed officials, officers, agents, employees, and volunteers (individually and collectively, "Indemnities") shall have no liability to Elk Grove Community Garden or to any other person for, and Elk Grove Community Garden shall indemnify, defend, protect, and hold harmless the Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorneys' fees and disbursement, including without limitation expert's fees and disbursements (collectively "Claims"), which the Indemnities may suffer or incur or to which the Indemnities may become subject by reason of or arising out of any activity occurring on the Real Property to the extent caused by a negligent act or omission of the Elk Grove Community Garden, any subcontractor, anyone directly or indirectly employed by the Elk Grove Community Garden or anyone for whose acts any of the Elk Grove Community Garden may be liable, except such loss or damage which was caused by the active negligence or willful misconduct of the City.

Guidelines revised on January 21, 2014