



**ELK GROVE COMMUNITY GARDEN AND LEARNING CENTER
10025 Hampton Oak Way, Elk Grove, CA 95624**

**Volunteer Form and Guidelines Agreement
(Non-Plot Holder or Food Bank Holder Only)**

PLEASE PRINT

NAME(S) or Organization: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (Home): _____ (Cell): _____

E-Mail Address: _____

I, _____, understand that the Elk Grove Community Garden and Learning Center and the City of Elk Grove are not responsible for my actions as a volunteer. I, therefore, agree to hold harmless the Elk Grove Community Garden, its Board of Directors, members, volunteers, and the City of Elk Grove, their elected and appointed officials, officers, agents, employees, and volunteers (individually and collectively, "Indemnities") from any liability, damage, loss or claim that occurs in connection with the use of the garden by me or any of my guests. If I am assigned a Food Plot, I understand that I am responsible to plant and tend the assigned plot. Also, I understand, all harvests are to be donated to the Food Bank.

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.

**** Individual volunteers under 16 years of age must be accompanied by a legal guardian****

Volunteer signature: _____ FB PLOT: _____ Date: _____

Received by: _____ Date: _____

(Board Member only)

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 **\$45 per garden year or \$25 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; however, a third plot may be rented on a case-by-case basis providing there is not a waiting list for plots. **Food Bank Plot holders** are considered volunteer members and subject to all the guidelines and agreement below.

2. **Membership Volunteer Commitment:** Members agree to volunteer 12 hours per year by (a) maintaining a particular area of the garden; (b) participating in garden workdays, and/or (c) serving on at least one committee during the garden year (3/1 – 2/28); (d) attending classes at the garden; and (e) serving in an administrative capacity. 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 member's 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.
All watering shall be done with automatic shut off nozzles attached to the end of the hose. 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 and hose nozzles are cleared of water when you leave the Garden. Notify the Maintenance Coordinator of any leaks, faulty nozzles or hoses 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 (mint, morning glory, etc.), or permanent (perennial) plants (artichokes, rosemary, etc.) 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 and shall be cut into 4 in. x 4 in. pieces. All diseased or infested plants shall be disposed of in the City green waste (gray bin) containers. All plastics, paper, and cans shall be disposed of in the City recycle (green bin) containers.
14. **Garden Workdays:** Notification of the date and time of all designated workdays will be posted and e-mailed to all gardeners by the board president or any board member at least one week in advance of the workday. Time spent on Garden workdays shall be credited to required volunteer hours.
15. **Garden Meetings:** Garden meetings may be held at various times throughout the garden year. All gardeners will be advised, at least a week in advance, of any garden meeting and attendance of the meeting will count toward volunteer hours.
16. **Food Bank Donations:** Members are encouraged to plant and maintain Food Bank plots which are coordinated by the Garden's Food Bank Plot Coordinator as part of their volunteer commitment. The Food Bank 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.

Noncompliance 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.

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Guidelines revised on January 4, 2022