

## XYZ COMMUNITY GARDEN RULES AND REGULATIONS

This document sets out the rules that govern the XYZ Community Garden (the "Garden"). These Rules and Regulations (the "Rules") are intended to help all our gardeners grow fresh, healthy food 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 "Client") is a nonprofit organization that leases the land for the Garden, Clients the Garden, and administers these Rules. Every person who has a plot in the Garden (called "Gardeners") must sign a legal agreement with Client in which Gardener agrees to comply with these Rules.

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### A. ACCESS TO THE GARDEN

- [ Season:** The Garden is open and accessible [ *all year.* ]]
- Hours:** Gardeners may be in the Garden between [ 6 ] am and [ 8 ] pm.
- Keys and Security:** Client will give each Gardener one key to the Garden. Gardeners may not make any copies of the key. On leaving the Garden, Gardeners are responsible for locking the gate if there are no other individuals in the Garden. Gardeners will follow any additional security guidelines that may be announced by Client.

### B. GARDEN PLOTS

- Use of Own Plot:** Gardeners may use only the plots assigned to them by Client. Gardeners will maintain their plants within their plots and will trim any plants that extend into neighboring plots or into common areas. Gardeners may not alter the dimensions of their plot.
- Plantings:** Gardeners may plant vegetables, fruits, and flowers. Gardeners may not grow any plants above [ 4 ] feet in height or any plant that takes more than [ 3 ] years to produce food.
- Supplies:** Gardeners are solely responsible for the planning and management of their own plots, including providing their own seeds, plants, fertilizer, and any tools not provided by Client.
- Organic Methods:** Gardeners will garden organically. Gardeners will check with Client before applying any fertilizers, pesticides, herbicides and rodenticides, even if labeled "organic." Use of compost, barriers and weeding is always acceptable.
- Water:** Each Gardener is responsible for watering his or her own plot [ *using the hose provided by Client.* ] Gardeners will not over-water their plants or leave a hose unattended. The cost of water is included in the cost of plot rental, so any excessive water usage may cause the cost of plot rental to increase the following year.
- Tools:** Gardeners may bring their own tools into the Garden to use in their plots, but they cannot store any tools in the Garden. Gardeners are

responsible for any damage caused by tools they bring into the Garden and so should use them with care. Gardeners may not use any power tools, such as those that require gasoline, batteries, or electricity.

**Plot Maintenance and Trash:** Gardeners will maintain their plots in a clean and neat fashion, promptly removing any weeds, overgrowth, or other waste from their plot. Gardeners are responsible for hauling and disposing of their own trash, such as weeds, boxes, trays, bags, packets and similar items.

**[ Compost:** Gardeners will place any organic waste such as weeds, dead plants, or rotten produce, in the compost pile provided by Client.]

**Absence:** Gardeners may not abandon their plots. Abandonment means failing to maintain a plot for [ 2 weeks ]. If a Gardener expects to be away from the Garden for more than [ 2 weeks, ] s/he should inform Client. Gardener and Client will then determine an alternative, such as a temporary substitute, acceptable to both.

**Yearly Clean-Up:** Gardeners will perform a yearly clean-up on their plots on [ *date to be determined by Client.* ]

**No Personal Property:** Gardeners may not keep any personal property on their plots or in the Garden when they are not in the Garden. If Gardeners leave personal property on their plots after the termination of their participation in the Garden, Client can keep and sell the abandoned property.

### **C. COMMON AREAS AND RESPONSIBILITIES**

**[ Common Tools:** Client will provide a set of tools in a storage shed in the Garden for use by all Gardeners (the "Common Tools.") Gardeners will return the Common Tools to the storage shed as soon as they are finished using them. If a Common Tool appears dangerous or in disrepair, Gardener will not use the Common Tool and inform Client immediately. ]

**Common Responsibilities:** Gardeners will keep clean and neat any common areas, such as pathways and storage sheds. Gardeners will promptly report any concerns about the safety of the Garden to Client. If there is vandalism, storm damage or other damage to the Garden, all Gardeners are expected to help in cleaning up and restoring the Garden to its prior condition, but Client will bear the cost of the repairs.

**[ Garden Work Days:** All Gardeners must participate in [ 4 ] Garden Work Days per year, where they participate in cleaning and maintaining the Garden. ]

### **D. COMMUNICATION**

**Garden Coordinator:** Client will name a Garden Coordinator (called "Coordinator"), who oversees Garden operations and who will be the point of contact for Client. The Coordinator has complete authority to interpret the Rules and make decisions.

**Contact Information:** The Coordinator will post a contact number in the Garden. Gardeners should tell the Coordinator of any change in their contact e-mail addresses or phone numbers.

- Gardener Input:** Gardeners are encouraged to provide their suggestions about Garden operations to the Coordinator. Gardeners should contact the Coordinator directly at the number provided by the Coordinator, not Client's office, with any questions relating to day-to-day operational matters.
- Gardener Orientation:** New Gardeners must attend a Client-led orientation to become familiar with how the Garden functions and their responsibilities as a Gardener.
- Annual Meeting:** Once a year, Client will invite all Gardeners to an annual meeting to notify Gardeners of any changes made in the past year in how the Garden operates or in these Rules and to discuss any issues or concerns.
- Confidentiality:** Client will not use any personally-identifiable information, including Gardener's name, e-mail address, telephone number or street address, for purposes other than operation of the Garden.

## E. CONDUCT

- General Conduct:** Gardeners are expected to be civil, honest, and cooperative in dealing with other Gardeners, Client, Garden neighbors, and guests of other Gardeners.
- Guests:** Gardeners may bring guests, including children, into the Garden, provided that the guests comply with the Rules. Gardeners will supervise any child under the age of sixteen. Gardeners will be responsible for the conduct of children and their 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 Gardener.
- Pets:** Gardeners may bring their pets into the Garden only if Gardeners keep them on a leash or other restraint for the entire time the pets are in the Garden. Gardeners are responsible for cleaning up after their pets and ensuring that their pets stay on their plots and do not interfere with activities or damage plants on other plots. [ *If other Gardeners complain about the pet, Gardener will remove it from the Garden.* ]
- Respect Others' Property:** Gardeners may not enter other plots or use another Gardener's tools or supplies without the other Gardener's permission. Gardeners may not enter land 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, Gardeners may not grow *Cannabis sativa* (marijuana) whether or not the use of marijuana may be lawful for medical purposes under state law.
- Compliance:** Gardener must comply with all applicable local, state, and federal laws.
- No Firearms:** Gardeners may not carry, use, or store firearms in the Garden.
- No Smoking:** Gardeners may not smoke in the Garden.

- No Alcohol/Drug Use:** Gardeners may not consume or use alcohol or illegal drugs while on the Garden premises. Gardeners may not bring alcohol or illegal drugs onto the Garden premises. Gardeners may not come into the Garden while under the influence of alcohol or illegal drugs.
- No Sexual Relations:** Gardeners may not engage in sexual relations in the Garden.
- No Fires or Cooking:** Gardeners may not start or maintain a campfire, use a barbecue grill, or cook in the Garden.
- 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.
- [ No Sales:** The Garden is for personal, non-commercial use only; Gardeners may not sell any produce or flowers grown in the Garden. ]

## F. PROBLEMS

**Dispute Resolution:** Gardeners will raise with the Coordinator any disputes about the Garden or with fellow Gardeners. The Coordinator will have the power to hear these disputes and will resolve them in the best interest of the Garden.

**Rules Violations:** Gardener may lose their rights to participate in the Garden if they fail to comply with any of these Rules. If a Gardener:

- endangers other Gardeners, Client, neighbors, or other individuals
- takes or uses another Gardener's tools or supplies without permission;
- encroaches on Garden neighbors' property;
- grows illegal plants;
- carries, uses or stores firearms in the Garden;
- uses alcohol or illegal drugs in the Garden; or
- has sexual relations in the Garden

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

If a Gardener violates any other of these Rules, Client will inform Gardener of the violation by [ *sending an e-mail to Gardener or putting a red flag on Gardener's plot.* ] Gardener will have [ *one week* ] to correct the violation. If the violation is not corrected within [ *one week*, ] as determined by Client in its discretion, Client may, at its discretion, terminate the Gardener Agreement. After termination, Gardener will have [ *two weeks* ] to harvest and clean up the plot.

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

**No Limit on Client Rights:** The process described in this Section G does not (i) limit Client's ability to enforce its rights under these Rules; (ii) limit or qualify a Gardener's obligation to comply with applicable law or the Rules; or (iii) limit Client'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 Client 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.

## **G. OTHER PROVISIONS**

**Changes in the Rules:** Client may amend these Rules in its discretion without advance notice. Client 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.

**Master Lease:** The garden agreements with individual Gardeners are subject to the master lease between the landlord who owns the Garden's land and Client. As a result, if the landlord terminates the lease, the Garden will close, and the gardener agreement will terminate. At that time Gardener will no longer have access to the Garden.

**Garden Agreement Controls** Nothing in these Rules limits, qualifies or otherwise affects the gardener agreements between Client and each Gardener. Should there be any ambiguity or conflict between a gardener agreement and these Rules, the gardener agreement will control.

**Waiver:** Any waiver by Client under these Rules must be in writing and signed by Client. Failure, neglect, or delay by Client at any time to enforce the provision of these Rules will not be considered a waiver of Client'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:** Client will not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition, ancestry, marital status, citizenship, sexual orientation, or status as a veteran, [ *except Client will keep available [ 25% ] of the plots for [ certain groups of individuals. ]* ]

**Translations Not Binding** Client may provide Gardeners with a translation of these Rules and related summaries or other explanatory materials. Client 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.