

Charles Street Gardens
A program of
Sustainable Community Gardens

Garden Bed Agreement
October 1, 2015 – September 30, 2016

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Charles Street Gardens Rules

A. The Charles Street Gardens (CSG) Program constitutes a completely organic gardening project.

- i Only materials consistent with organic practices are to be used for borders, planter boxes, weed or pest control, and fertilization of the garden beds.
- ii Non-organic pesticides, herbicides, chemical fertilizers, or chemically treated wood products are not to be used in any garden site. Violation of this rule will be cause for termination of the Community Garden agreement and the right to a garden bed.
- iii Composting is supported by all gardeners. Healthy vegetation is placed in the nearest compost bin and beginning of season finished compost is to be liberally applied to the gardener's bed before planting. Due to disease, any portion of tomato and pepper plants are NOT to be composted. They must go to trash receptacles outside of the garden
- iv It is highly recommended that green manure crops be used during the winter in conjunction with or without winter garden crops.

B. Gardeners are not allowed to contract for or perform any type of electrical or irrigation work without the written permission of the Community Garden Coordinator (CGC).

C. Gardeners are responsible for maintaining their bed from the moment the bed is allotted to them.

D. The garden bed and its maintenance is the responsibility of the gardener.

- i Beds and walkways shall be kept free of weeds, debris and trash year-round.
- ii In order to be ADA compliant, alternating walkways (north/south orientation) are to be maintained as gravel paths.
- iii The entire garden bed must be cultivated in an acceptable manner. "An acceptable manner" means that you are actively gardening – digging, sowing, planting, weeding, pruning, watering, harvesting, etc. If you are ill or on short vacation, ask another garden bed holder to water and tend your bed, or contact the Row Leader (RL) for help.
- iv No furniture, tables, chairs, barbeques are allowed to be left in the rows.
- v Gardeners are to keep one-half of the width of all the walkways around their garden bed free of weeds and vegetation.

- vi Except for the designated gravel paths, wood chips are to be used around each garden site to help maintain the integrity of the walkways. All bed walkways are to be mulched using wood chips on top of cardboard for garden safety, to help control vegetation growth, and to invite worms. At least once a year the woodchips are to be raked back around the bed, new cardboard put down, and a layer of wood chips put on top.
 - vii Effective September 2015, the raised garden bed must have at least 7 (seven) inches of wood exposed above the mulched wood chips. If the wood chip layer is deeper it must be removed. This will prevent deterioration of the raised bed. There are no exceptions.
 - viii Plants that overgrow and block the walkway are to be trimmed back.
 - ix Sustainable Community Gardens (SCG) and its staff are not liable for exposure to allergens, if they act in good faith and in a timely manner
 - x As of April 1, 2009, gardeners are prohibited from building any new structures from PVC piping of any kind. The use of wood, metal and other natural elements is highly encouraged. Gardeners with existing PVC pipe structures that were built before April 1, 2009 may keep and maintain those structures, but may not add to them or expand them. When a garden bed is vacated, any PVC pipe structures left behind will be dismantled and sold or donated.
 - xi Effective September 1, 2015, any modifications that have been made to a garden bed above the top board, to make the bed deeper, are not permitted.
- E. Charles Street Garden is maintained by the CSG Primary gardeners and CSG volunteers. **CSG gardeners agree to sign up and work with at least one (1) CSG committee, attend at least one workday per year, and accrue at least 12.0 service hours between September 1 and August 31, 3.0 hours quarterly.** Service hours are reported as they accrue at <http://charlesstreetgardens.org/csg/volunteer-hours>.
- F. There are two All Hands Garden Meetings per year. Each gardener must attend one of these meetings. These meetings will be scheduled before the Spring and Fall events. The meetings will include CSG information, event planning and general garden cleanup. The Fall Meeting will include Garden Bed renewal information for the following year. Attendance at these meetings can be submitted as volunteer hours.
- G. Garden beds are confined to the assigned locations, and a gardener may occupy only one garden bed.
- i. No person may use a vacant bed or other area in the gardens without the prior written approval from the CGC.
 - ii No garden bed shall be traded, divided, sub-leased, or otherwise changed from the original bed assignment unless following the Swap List procedure.

- iii If any change is desired, the Primary gardener must contact the CGC. All requests will be reviewed and decided on an individual basis.
 - iv An exchange of beds is an option but must be approved by the CGC before any exchange occurs.
- H. Vegetables, flowers, fruit, berries, and herbs may be grown in the beds. No produce from the bed shall be used for commercial profit.
 - i Due to its extremely invasive nature, gardeners are prohibited from planting any variety of mint directly in their garden beds. Mint may be kept at the garden bed only if it is in a pot, above ground level, with no holes in the bottom, to prevent runners growing out of the bottom.
 - ii As of April 1, 2009, gardeners are not allowed to plant any new trees or perennial vines (including grapes) in their garden beds. Gardeners with trees and perennial vines planted in their garden bed before April 1, 2009, may keep the existing plants, but may not plant any new trees or perennial vines. The CGC can enforce removal of existing trees and perennial vines if it is determined that they are causing damage to the garden bed structure or surrounding areas, or if they are excessively shading neighboring garden beds.
- I. Tall plants, such as corn, berries, and tall vines should be located so that they do not produce shade on adjacent beds, do not extend into pathways, and are well trimmed and maintained. Permanent plants (i.e., roses, fruit trees) are to follow the same basic principle. Tall plants cannot grow more than 5 feet above the top of the soil.
- J. Gardeners are required to remain in the garden while watering and are requested to turn off faucets at unattended beds. No unattended watering is allowed without a signed approved Unattended Watering Agreement (UWA). Leaking water systems will be turned off.
- K. Gardeners are expected to conduct themselves in a safe, respectful, and courteous manner toward other gardeners and citizens who might be touring the gardens.
- L. Garden bed produce belongs to the gardener of that bed. CSG is a charitable non-profit, and we welcome donations of any garden produce. Please leave donated produce in appropriate areas designated by the Food Forest committee.
- M. Dissemination of produce from common areas will be defined by CSG with input from the committee leads. The Food Forest is not considered a common area and produce is intended for Food Distribution Organizations in Sunnyvale.
- N. Garden conflicts should be taken to the CGC for resolution. See “V. Dispute Resolution” for procedures for conflict/dispute resolution that cannot be handled by the parties involved and the CGC. The names and contact information of other garden leaders will be made available at the kiosk.

- O. Dogs are not allowed inside the Garden, either on or off a leash. Dispensation may be granted in special cases (i.e., handicapped, blind, etc.). No other pets are allowed. Please contact the CGC to request dispensation consideration.
- P. Smoking is not allowed in the garden.
- Q. Garden sheds – The sheds and all tools within are for gardener/volunteer use within the garden (except when borrowed for other SCG projects). Clean and put away tools when use is complete and lock the shed.
- R. Private Property – Any property left at the garden bed is considered private and should not be used without express permission by the owner. Please note, that during workdays, it is sometimes necessary to use the nearest hose possible, which may include a bed holder's private hose. Every effort should be made to leave the hose in the condition it was found.
- S. Composting/plant debris – All gardeners will dispose of finished plantings from their beds at designated compost bins near their garden row. **DO NOT PUT TOMATOES PEPPERS OR WEEDS** in the compost bins (weeds are Bermuda Grass, Wild Morning Glory, Oxalis, Bind weed) and/or disease infested plants. These should be disposed of outside the gardens in available trash receptacles.
- T. By November 15th all spring/summer annuals should be removed (composted if possible), and winter cover crops should be planted in their place for soil fertility, or winter annuals planted, or a combination of both. If needing special dispensation, see the Row Leader. This of course does not apply to perennials. It is important that all garden beds are planted throughout the winter
- U. In the event the Agreement to a garden bed is terminated by the gardener, the Row Leader is to be contacted in writing by the primary gardener. The garden fee is non-refundable
 - i. New gardeners starting mid year will have their bed cost prorated quarterly for the year.
- V. Violation of any Community Garden Rule will subject the gardener to a verbal or written warning, and/or possible revocation of his/her right to a garden bed.
 - i. If any of the rules are violated, the Row Leader will contact the gardener by phone and/or email (two tries constitutes a goodwill effort). If the problem is not corrected within a week, the CGC will send an email, letter, or a leave a note on the gardener's bed. The gardener will have one more week to respond to the problem areas. At the end of the 3rd week, defined as 5:00pm on the 21st day from initial contact, the gardener's bed may be revoked and the bed agreement terminated.
 - ii. Once this process begins for any gardener, the gardener is considered to be on probation for one year. Should the gardener comply with changes within the allotted time frame, yet have the same or similar problem re-occur in the same

year, their bed will be revoked and the bed agreement terminated. Probation lasts until the end of the infraction year.

- iii. The gardener whose agreement is terminated will be responsible for returning garden keys, tools and other items belonging to the garden.
 - iv. The good faith judgment of the CGC will be sufficient cause for enforcement of the Community Garden Rules, including revocation of the garden bed and termination of the bed agreement. The Coordinator may also revoke the right of a former gardener to be placed on the waiting list upon termination of the agreement with CSG.
- W. Garden Agreement renewals are by invitation only.
- i. Current gardeners in good standing are invited to renew their Garden Agreement each year. Garden Agreements are due on October 1 each year.
 - ii. Gardeners who have not complied with the Agreement in the preceding year will not be allowed to renew their Agreement. They will receive an eviction letter and rights to their garden bed will be revoked.
 - iii. The Community Garden Coordinator and Row Leaders determine which gardeners are no longer in good standing and who will receive an eviction notice. Decisions will be based on the gardener's compliance with the CSG Rules: specific factors include (but are not limited to) garden bed maintenance, completion of mandatory service hours and mandatory meeting attendance.

II. Education in the Garden

Education is seen as an ongoing practice throughout the Community Garden.

- A. CSG will offer an introductory class, Organic Gardening 101, on a quarterly basis. The class will provide a general overview of basic organic gardening techniques. The class will be open to the public.
 - i. All people on the CSG Waiting List are required to take the Organic Gardening 101 class in order to be eligible for a garden bed. If a garden bed becomes available and a member of the Waiting List has not taken the class, they will be skipped and the bed will be assigned to the next person on the Waiting List who has taken the class.
- B. New Gardeners may ask the Application Coordinator to assign them a mentor to work with them in the garden for the first month of their bed holding. All are encouraged to ask questions of the group during meetings and informal gatherings.
- C. MGSCC will offer training classes once a month, for up to two hours in the garden's growing circle (in late Spring and through early Fall) or surrounding city meeting areas (park buildings, library, etc.) during the colder, darker times of the year.

- D. Training will be performed by MGSCC or other interested/knowledgeable citizen. Only MGSCC volunteers or staff will teach classes advertised as those offered by MGSCC.
- E. MGSCC's Sunnyvale Teaching and Demonstration Garden will participate in seasonal Open Garden events held at CSG, as MGSCC has volunteers to staff the events.

III. Fee Schedule

A. 4' x 16' beds are \$75. For new gardeners there is also a \$5 key charge.

B. The fee schedule as of Oct. 1, 2015 is as follows:

i 4' x 16' garden bed	\$75/year
ii 4' x 8' Accessible garden bed (Qty. 5)	\$40.00/year
iii Group Garden	\$60.00/year

The 56' x 20' is equal to 15 beds X \$75 for a total of \$1125 per year in space fees.

C. Payments are due upon acceptance of application. Payments for on-going garden beds are due on October 1. If fees are not paid by October 1 the bed may be given to the next WL gardener.

- i Gardeners deciding not to renew on October 1 must vacate their plots by September 30.

2015-2016 CSG Garden Bed Agreement

The Garden Bed Agreement is entered into this ____ day of _____, 20__ by and between Charles Street Gardens (CSG), a program of the nonprofit organization known as Sustainable Community Gardens (SCG) and _____, the Gardener.

The city of Sunnyvale is the owner of certain real property located in the City of Sunnyvale, Santa Clara County, California described as Bed Number _____ of Section _____ of the City's Charles and Olive Community Garden ("Property"). The existing land use agreement for the garden property expires 1/31/2016... The City and/or CSG reserve the right to terminate this agreement at any time given a 180-day notice for closing down.

NOW, THEREFORE, CSG and the Gardener agree as follows:

1. CSG grants the Gardener a revocable personal privilege to garden, cultivate, and maintain the Property according to this Agreement and the Operating Rules and Procedures.
 - a. The Gardener may not use the Property for any other purpose or activity without obtaining the CSG's prior written consent and the City of Sunnyvale's prior written consent.
 - b. The Gardener is a resident of the City of Sunnyvale.
 - c. As partial consideration for the grant of the garden bed, the Gardener shall pay an annual fee to the SCG according to the fee schedule.
2. This agreement is personal to the Gardener and may not be assigned or transferred. Any attempt to assign or transfer the garden bed, shall automatically terminate this agreement.
3. The City of Sunnyvale and the CSG may terminate this agreement and revoke the garden bed at will, with or without cause. Notice of this termination and revocation shall be effective upon twenty-one (21) days notice provided by the CSG to the Gardener at the email address of the Gardener set forth below. The Gardener may terminate this agreement at any time by providing written or verbal notice to the Community Garden Coordinator.
4. AS PARTIAL CONSIDERATION FOR THIS AGREEMENT AND THE GARDEN BED, THE GARDENER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, THE CSG and SCG, AND ALL GARDENERS AND VOLUNTEERS IN THE GARDENS FROM AND AGAINST ANY DAMAGE OR INJURY TO ANY PERSON OR ANY REAL PROPERTY ARISING FROM: (A) THE GARDENER'S USE OF THE PROPERTY OR TOOLS PROVIDED, (B) THE GARDENER'S FAILURE TO KEEP THE PROPERTY AND SURROUNDING AREAS CLEAN AND IN GOOD CONDITION, (C) ANY OTHER NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GARDENER, THE GARDENER AGREES TO PAY FOR ALL DAMAGES TO THE PROPERTY CAUSED BY THE GARDENER'S MISUSE OR NEGLIGENCE OF THE PROPERTY.
5. This agreement, together with the Rules as amended, constitutes the agreement between the CSG and the Gardener relating to the garden bed. Any amendment to this agreement shall be made in writing and signed by the CSG and the Gardener. This agreement shall be construed according to California Law.
6. All City land use agreements may be revoked with the end of the existing growing season as termination date.
7. I have read and understood the Community Garden Rules for CSG
8. I will work and report a minimum of 12 service hours per year as part of my garden agreement.
9. I will try to participate in at least 1 of my rows monthly garden workgroups days per year.
10. I will attend at least 1 All Hands Meeting per garden calendar agreement year.
11. I will choose to join and contribute time to the following CSG Committee:

_____ Task (if applicable): _____

IN WITNESS WHEREOF, this Agreement has been duly executed at Sunnyvale, California

Gardener:	CSG Representative
By(print name): _____	By: _____
Address: _____	Proof of Residency: _____
Telephone: _____ Date: _____	Date: _____
Email: _____	
Signature: _____	