

Charles Street Gardens  
A program of  
Sustainable Community Gardens

Garden Bed Agreement  
October 1, 2019 – September 30, 2020

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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 cover 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 maintenance of the garden bed, and the walkways around the garden bed, are the responsibility of the gardener.**

- i. In order to be ADA compliant, alternating walkways (north/south orientation) are to be maintained as gravel paths.
- ii. Beds and walkways shall always be kept free of weeds, debris and trash.
- iii. Except for the designated gravel paths, wood chips are to be used around each garden bed to help maintain the integrity of the walkways. All garden walkways are to be mulched using wood chips on top of cardboard (for garden safety), to help control vegetation growth, and to invite worms. Yearly the wood chips are to be raked back, the cardboard replaced, and a layer of new wood chips put on top.
- iv. The raised garden bed must have at least 7 (seven) inches of wood exposed above the mulched wood chips. This will prevent deterioration of the raised bed. There are no exceptions.
- v. Gardeners are required to keep one-half of all walkways around their garden bed free of weeds, vegetation, debris and trash, No potted plants are allowed in the walkways. No furniture, such as tables chairs, barbeques, etc. are allowed in

garden beds, or to be left in the rows. Plants that overgrow the bed block the walkways creating safety and walking hazards. All plants must be trimmed back to the perimeter of the garden bed. There are no exceptions.

- vi. No modification can be made to a garden bed above the top board to make the garden bed deeper. There are no exceptions.
- vii. Effective October 1, 2017, hoses for individual garden beds may not be longer than 25 feet, and must not block the walkways.
- viii. As of April 1, 2009, gardeners are prohibited from building new structures from PVC piping of any kind. The use of wood, metal and other natural elements is acceptable.
- ix. The entire garden bed must be cultivated in an acceptable manner throughout the year. “An acceptable manner” means that you are actively gardening – digging, sowing, planting, weeding, pruning, watering, harvesting, etc.
- x. If you are ill or on a short vacation (less than 30 days), contact your Row Leader (RL) and arrange for another garden bed holder to water and tend your bed. For absences longer than 30 days you are required to contact the RL and CGC prior to departure to determine how the garden bed will be maintained during your absence. For absences longer than 90 days it is at the discretion of the CGC to consider the garden bed abandoned by the assigned gardener.
- xi. 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.

E. Service Hours: Charles Street Garden is maintained by the CSG Primary gardeners and CSG volunteers. This includes, but is not limited to, general weeding and raking of the main garden paths and perimeter beds, emptying the satellite compost bins and trash cans, committee and meeting attendance, and helping at CSG events. **CSG gardeners agree to all of the following: sign-up and actively participate in one CSG committee; attend one Second Saturday or Summer Evening Workday per year; and accrue at least 15.0 service hours between September 1 and August 31, 3.75 hours quarterly. A minimum of 3.0 hours/year will be contributed to the selected committee.** Service hours will be prorated for gardeners joining mid-year. Gardeners must report their Service Hours 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 Service Hours.
- G. Garden beds are confined to the assigned locations, and a gardener's household 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. A Co-Gardener must attend an introductory Organic Gardening 101 class and sign the Garden Bed Agreement as a Co-Gardener, and must be a Sunnyvale resident.
  - 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.
  - iii. As of September 1, 2017 gardeners are not allowed to plant any variety of rosemary or lavender in their garden beds. Gardeners with lavender or rosemary planted in their bed before September 1, 2017 may keep the existing plants, but may not plant any new plants. The RL or CGC can enforce the removal of existing rosemary or lavender plants if it is determined that they are causing damage to the garden bed structure or surrounding areas, or if they are causing an pathway obstruction.

- 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 and their support structures cannot be taller than 6 feet above the top of the soil in the garden bed.
- 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 and 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. Gardeners are responsible for the conduct of any guests that accompany them to the garden, as well.
- L. Garden bed produce belongs to the gardener of that bed. No one may pick from any garden bed other than their own assigned bed without the permission of the bed owner. Violation of this will result in the immediate dismissal from the Garden.
- M. The fruit trees and herbs in the perimeter areas of the garden, in the Peace Garden, and the Pear Square can be enjoyed by all gardeners. No one may remove an entire fruit harvest. A gardener may pick a small quantity (2-3 pieces of fruit) only.
- 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. Materials that are left in common areas, such as in or behind the sheds, and are not clearly marked with the owner’s name and bed number, will be considered common property and available to other gardeners.
- 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 must be removed (composted if possible), and winter cover crops must 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. All garden beds must be 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 email and/or phone (two tries constitutes a goodwill effort). If the problem is not corrected within a week, the CGC will send an email, letter, or 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 3<sup>rd</sup> week, defined as 5:00pm on the 21<sup>st</sup> 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.

- X. The Garden may install video or still cameras to monitor common areas, gates and particular planting areas. Gardeners should be aware that they may be photographed in these areas. The purpose of the monitoring is to stop the theft of produce or other garden materials. The images will not be used for any other purpose.
- Y. The primary communication tool for CSG is the Charles Street Gardens email distribution. All Gardeners are required to join. New Gardeners will receive instructions to join when they are assigned a garden bed or join the Group Garden. The Group Garden has a separate email distribution that all members of GG must also join.
- Z. All Gardeners are issued a key when they become a member of Charles Street Gardens. The key will open the locks on all gates and sheds. It is the Gardener's responsibility to have their key with them for access to the garden. It is every Gardener's responsibility to lock the gate as they enter and when they leave the garden, unless it is a designated Open Garden time. The key must be returned when the Gardener is no longer a member of CSG.

## **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 periodic 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 or participate in the Group Garden.
- B. New Gardeners may ask to have a Mentor assigned to work with them in the garden. All are encouraged to ask their RL questions during meetings and informal gatherings.
- C. Master Gardeners of Santa Clara County (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.
  - i. 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.
  - ii. 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. The fee schedule as of October 1, 2019:

i	4' x 16' garden bed	\$95.00/year
ii	4' x 8' Accessible garden bed (Qty. 5)	\$55.00/year
iii	Group Garden	\$95.00/year

B. 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.

### IV. Garden Committees

A. As a part of the Service Hours requirement, all gardeners will sign-up and actively participate (3.0 hours/year) in at least one committee when they sign the Garden Bed Agreement. This includes attending meetings, communicating with the committee chair and take part in the committee's activities. Each committee is limited to 20 members. The committees are as follows:

i. Greenhouse and Planting – Maintain the greenhouses and plant potting area. Also includes seed starting, growing and repotting for the plant sale events.

ii. Composting – Includes chipping green waste, turning and rotating compost piles, collection and sorting material from the satellite compost bins

iii. Perimeter Maintenance – Includes all perimeter beds and designated flower and herb beds within the garden

iv. Buildings/Hardscape –Plan, build and maintain sheds, garden beds and plumbing throughout the garden.

v. Education – Develops educational programs to increase general knowledge of gardening, organic practices.

vi. Events - Plans the Spring Plant Sale, Fall Open House, and other garden events. Includes planning, staffing and marketing all events. Also includes organizing BBQ's, Potlucks and other events for the Charles Street Gardeners.

vii. Marketing – Includes website maintenance, social media presence, designing flyers and posters for events as needed.

viii.. Children's Garden – Group that maintains the area, providing a safe zone for children to play in the garden.

ix.. Tuesday Open Garden – Each member of this group works 11:00am-1:00pm, one Tuesday each month, to keep the garden open for the public on a scheduled basis.

x. Chicken tenders – The group that tends to the chickens, maintains the chicken coop and shares the eggs. This committee has designated members, but a Wait List will be maintained for future openings.

xi. Worm Wranglers – The group that tends to the worm bins. It includes feeding the worms, cleaning the bins, and producing worm castings for CSG gardeners.



This committee has designated members, but a Wait List will be maintained for future openings.

x. The Rosies – This group that maintains the Rose Bed. The members have periodic meetings and schedule regular watering, feeding, deadheading and pruning. This committee has designated members, but a Wait List will be maintained for future openings.

xi. Row Leaders – Comprised of two members of each garden row, this group supervises each gardener’s compliance to the Garden Bed Agreement, and reports directly to the CGC. This group has designated members.

## V. 2019-2020

### Second Saturday, Summer Evening Work Days, and All Hands Meetings Schedule

ALL HANDS	September 14 (9:00am – 1:00pm)
Cherry, Fig and Hi-Rise	October 12 (9:00am – 1:00pm)
Lemon and Mulberry	November 9 (9:00am – 1:00pm)
Group Garden, Orange and Plum	December 14 (9:00am – 1:00pm)
Apricot and Blackberry	January 11 (9:00am – 1:00pm)
Cherry, Fig and Hi-Rise	February 8 (9:00am – 1:00pm)
Lemon and Mulberry	March 1 (9:00am – 1:00pm)
ALL HANDS	April 11 (9:00am – 1:00pm)
Group Garden, Orange and Plum	May 9 (9:00am – 1:00pm) Wednesday, May 13 (5:00pm – 7:30pm)
Apricot and Blackberry	June 13 (9:00am – 1:00pm) Thursday, June 18 (5:00pm – 7:30pm)
Cherry, Fig and Hi-Rise	July 11 (9:00am – 1:00pm) Tuesday, July 14 (5:00pm – 7:30pm)
Lemon and Mulberry	August 8 (9:00am – 1:00pm) Wednesday, August 12 (5:00pm – 7:30pm)
ALL HANDS	September 12 (9:00am – 1:00pm)

### 2019-2020 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 1/31/2020. 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 or Row Leader.
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 15 service hours per year as part of my garden agreement.
9. I will participate in at least one of the monthly Second Saturday or Summer Evening Work Groups per agreement year.
10. I will attend at least one All Hands Meeting per garden calendar agreement year.
11. I will sign-up and actively participate in a CSG Committee:

#### 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: _____	

## 2019-2020 Co-Gardener 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 1/31/2020. 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 or Row Leader.
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 15 service hours per year as part of my garden agreement.
9. I will participate in at least one of the monthly Second Saturday or Summer Evening Work Groups per agreement year.
10. I will attend at least one All Hands Meeting per garden calendar agreement year.
11. I will sign-up and actively participate in a CSG Committee:

### **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: _____	