



## Charles Street Gardens

A program of Sustainable Community Gardens

# **CSG Membership Rules and Conditions of Participation & Garden Bed Agreement**

October 1, 2021 – September 30, 2022

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## **I. Charles Street Gardens Rules & Conditions of Participation**

- A. Organic Garden Project: The Charles Street Gardens (CSG) Program constitutes a completely organic gardening project.
  - a. Only materials consistent with organic practices are to be used for borders, planter boxes, weed or pest control, and fertilization of the garden beds.
  - b. 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.
  - c. It is highly recommended that green manure cover crops be used during the winter in conjunction with or without winter garden crops.
- B. Electrical & Irrigation Work: 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. Maintenance of Garden Bed & Surrounding Walkway:
  - a. Upon allotment of their garden bed, Gardeners are responsible for maintenance of their garden bed and the walkways around the garden bed. Alternating walkways (north/south orientation) are to be maintained as gravel paths.
  - b. Beds and walkways shall always be kept free of weeds, debris and trash.
  - c. 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 shall be mulched using wood chips on top of cardboard for safety, to help control vegetation growth, and to invite worms. As needed, wood chips are to be raked back, the cardboard replaced, and a layer of new wood chips put on top.
  - d. 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.
  - e. Gardeners are required to keep one-half of all walkways around their garden bed free of weeds, vegetation, debris and trash,
  - f. 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 row.
  - g. All plants must be trimmed back to the perimeter of the garden bed to maintain a safe walkway clear of trip and fall hazards.
  - h. No modification can be made to a garden bed to make the garden bed deeper.
  - i. Hoses for individual garden beds may not be longer than 25 feet and must not block the walkways.

- j. 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.
  - k. If a Gardener is ill or on a vacation of less than 30 days, Gardener must contact their Row Leader (RL) and arrange for another gardener to water and tend your bed. For absences longer than 30 days Gardener is required to contact the RL and CGC prior to departure to determine how the garden bed will be maintained during their 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 and reassign the bed.
- D. Service Hours: Charles Street Garden, including its community beds, pathways and perimeter, is maintained by the CSG gardeners & volunteers. CSG gardeners are responsible for annual service hours to maintain the garden, including, but not limited to, general garden maintenance, committee and meeting attendance, and helping at CSG events. CSG gardeners agree to all of the following:
- a. Sign-up and actively participate in one CSG committee;
  - b. Attend one Second Saturday or Last Thursday Evening Workday per year;
  - c. Accrue at least 15.0 service hours between September 1 and August 31, 3.75 hours quarterly. 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>.
- E. All Hands Meetings: There are two All Hands Garden Meetings per year. Gardeners 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.
- F. Assignment of Beds: Garden beds are confined to the assigned locations, and a gardener’s household may occupy only one garden bed.
- a. No person may use a vacant bed or other area in the Garden without prior written approval from the CGC.
  - b. No garden bed shall be traded, divided, sub-leased, or otherwise changed from the original bed assignment unless following the Swap List procedure.
  - c. If any change is desired, the Primary gardener must contact the CGC. All requests will be reviewed and decided on an individual basis.

- d. Gardeners and Co-Gardeners must attend the introductory CSG101 class, sign the Garden Bed Agreement, and must be a Sunnyvale resident.
- G. Permissible & Prohibited Plants: Many types of vegetables, flowers, fruit, berries, and herbs may be grown in the beds. However, the following type of plants are not allowed and will be requested to be removed from garden beds:
- a. Mint: All varieties of mint are prohibited from being directly planted in 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.
  - b. Trees & Perennial Vines: Gardeners are not allowed to plant any new trees or perennial vines (including grapes) in their individual garden bed or in community areas. 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.
  - c. Rosemary & Lavender: 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 pathway obstruction.
  - d. Invasive Vines: Gardeners are not allowed to plant invasive vines such as passion fruit and chayote. Gardeners with these vines planted in beds prior to October 1, 2020 may keep the existing plants, but cannot plant new plants, and must keep existing plants well pruned. The RL or CGC can enforce the removal of existing vines if it is determined that they are causing damage to the garden bed structure or surrounding areas, or if they are causing pathway obstruction.
- H. Shading of Neighboring Beds: Tall plants, such as corn, beans, and tall vines should be located so that they do not shade 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.
- I. Water Usage: 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.
- J. Conduct: Gardeners are expected to conduct themselves in a safe, respectful, and courteous manner toward other gardeners and members of the public who might be visiting the garden. Gardeners are responsible for the conduct of their guests.

- K. Picking Without Permission Prohibited: 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 termination of the offending gardener's Garden Bed Agreement.
- L. Commercial Profit Prohibited: Gardeners can not grow anything grown in the garden for commercial profit.
- 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. Pets Not Permitted: Pets are not allowed inside the Garden. Gardeners are permitted to bring their Service Dog into the Garden, as defined under California law as "a dog individually trained to do work or perform tasks for a person with disabilities." Emotional support animals are not allowed in the Garden.
- O. Trapping: Critter traps (mice, rat, squirrel, etc) are only to be set by the trained Critter Control team. Gardeners may not set their own traps in the garden. Gardeners may not remove traps.
- P. Smoking Prohibited: Smoking is not allowed in the garden.
- Q. Garden Sheds & Tools: The sheds and all tools within are for gardener/volunteer use within the garden. Gardeners are responsible for cleaning tools after use, returning them to the shed and locking the shed.
- R. Private Property: Any property left at a garden bed is considered private and should not be used without express permission from the owner with the exception of the use of hoses on workdays when it is necessary to use the nearest hose possible. Gardeners should use every effort 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: Gardeners will compost vegetation as much as possible. Put spent vegetation in the compost pile, following posted signage. **DO NOT PUT TOMATOES, PEPPERS, WEEDS OR DISEASED PLANTS** in the compost bins. These should be disposed of outside the gardens in available trash receptacles. Examples of weeds are Bermuda Grass, Wild Morning Glory, Oxalis, Bindweed.
- T. Winter Planting: By November 15th all spring/summer annuals must be removed and composted if possible. Winter, cover crops, winter annuals, or a combination of both must be planted to promote soil fertility throughout the winter.
- U. Termination of Garden Agreement: In the event the Agreement to a garden bed is terminated by the gardener before its annual expiration, the Row Leader is to be contacted in writing (email is acceptable) by the primary gardener assigned to the bed.

- a. The garden fee is non-refundable upon an early termination.
  - b. New gardeners starting mid-year will have their bed cost prorated.
- V. Violation of CSG Rules and Conditions of Participation will subject the gardener to a verbal or written warning, and/or possible revocation of Gardener's right to a garden bed depending upon the nature of the violation.
- a. Notification to Gardener: If any of the CSG Rules and Conditions of Participation are violated by a gardener, the Row Leader will contact the gardener by either email and/or phone (two tries constitutes a goodwill effort) ("First Notification"). If the problem is not corrected within a week of the First Notification, the CGC will provide written notice of the violation by email, letter, or written note posted at the gardener's bed, advising the gardener of the violation ("Second Notification"). The gardener will have one week from the date of the Second Notification to correct the violation. At the end of the 3<sup>rd</sup> week, defined as 5:00pm on the 21<sup>st</sup> day from the First Notification, the gardener's bed may be revoked and the bed agreement terminated. The final revocation notice will be sent to the email address provided by the gardener in the Garden Agreement.
  - b. Probation: Once the above notification process begins, the gardener is considered to be on probation for one year. Probation lasts until the end of the infraction year. If the gardener commits the same or similar violation during the term of probation, their bed will be immediately revoked and the bed agreement terminated even if the gardener complied with and corrected the concern noted in the initial notice of violation.
  - c. Any gardener whose agreement is terminated will be responsible for returning garden keys, tools and other items belonging to the garden.
  - d. The good faith judgment of the CGC will be sufficient cause for enforcement of the CSG Rules and Conditions of Participation, 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. Renewals: Garden Agreement renewals are by invitation only.
- a. Current gardeners in good standing are invited to renew their Garden Agreement each year. Garden Agreements are due on October 1 each year.
  - b. 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.
  - c. 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. Use of Cameras & Videos: 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. Communication: The primary communication tool for CSG is email. All Gardeners are required to join the CSG email distribution list. New Gardeners are added to the email distribution when they join the garden.
- Z. Keys: 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, CSG101, on a periodic basis. The class will provide a general overview of basic organic gardening techniques. The class will be open to the public. CSG101 is a requirement for gardeners interested in becoming members of Charles Street Gardens.
- 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.

## III. Fee Schedule

- A. The fee schedule as of October 1, 2021:

4' x 16' garden bed	\$95.00/year
4' x 8' Accessible garden bed	\$55.00/year
Group Garden	\$95.00/year

- a.
- B. Payments are due upon acceptance of application. Payments for on-going garden beds are due on October 1st. Gardeners deciding not to renew on October 1 must vacate their plots by September 30.

## 2. IV. Garden Teams

- A. As a part of the Service Hours requirement, all gardeners will sign-up and actively participate in at least one Garden Team when they sign the Garden Bed Agreement. This includes attending meetings, communicating with the team chair and taking part in the committee's activities. Various teams may have team size limits. The teams and their responsibilities are as follows:
- a. Plant Sales & Greenhouse – Maintains the greenhouses and plant potting area. Also includes seed starting, growing and repotting for the plant sale events.
  - b. Community Composting – Chips green waste, turn and rotate compost piles, collection and sort material from the satellite compost bins.
  - c. Perimeter Maintenance – Maintains perimeter beds and designated flower and herb beds within the garden.
  - d. Buildings/Hardscape – Plans, builds and maintains sheds, garden beds and plumbing throughout the garden.
  - e. Education & Training – Develop educational programs to increase general knowledge of gardening, organic practices.
  - f. Communications – website maintenance, social media presence, design and placement of flyers and posters for events as needed.
  - g. Children's Garden – Maintain the area, providing a safe zone for children to play in the garden.
  - h. Open Garden – Staffs and attends Open Garden events providing public access to the garden on a regularly scheduled basis.
  - i. Chicken Tenders – Tends the chickens, maintains the chicken coop and shares the eggs. Chicken Tenders must also participate in at least one Work Day.
  - j. Worm Wranglers / Vermicomposting – Tend to the worm bins including feeding the worms, cleaning the bins, and producing worm castings for CSG gardeners.
  - k. The Rosies – Maintains the Rose Bed. Team members have periodic meetings and schedule regular watering, feeding, deadheading and pruning.
  - l. Row Leaders – Comprising of up to two members of each garden row, supervise each gardener's compliance to the Garden Bed Agreement, partnering with the CGC.
  - m. Critter Control - Maintains traps around the garden for pest management.

## V. 2021-2022 Second Saturday, Last Thursday Evening Work Days, and All Hands Meetings Schedule

9/11/2021	Second Saturday	ALL HANDS WORKDAY + MEETING 2021 / 2022
10/9/2021	Second Saturday	Cherry, Fig, Hi-Rise
11/13/2021	Second Saturday	Lemon, Mulberry
12/11/2021	Second Saturday	Group Garden, Orange, Plum
1/8/2022	Second Saturday	Apricot, Blackberry
2/12/2022	Second Saturday	Cherry, Fig, Hi-Rise
3/12/2022	Second Saturday	Lemon and Mulberry
4/9/2022	Second Saturday	ALL HANDS WORKDAY + MEETING
5/14/2022	Second Saturday	Group Garden, Orange, Plum
5/26/2022	Last Thursday	
6/11/2022	Second Saturday	Apricot, Blackberry
6/30/2022	Last Thursday	
7/16/2022	Second Saturday	Cherry, Fig, Hi-Rise
7/28/2022	Last Thursday	
8/13/2022	Second Saturday	Lemon, Mulberry
8/26/2022	Last Thursday	
9/10/2022	Second Saturday	ALL HANDS WORKDAY + MEETING 2022/2023

## 2021-2022 CSG Garden Bed Agreement

The CSG Garden Bed Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Charles Street Gardens (“CSG”), a program of the nonprofit organization known as Sustainable Community Gardens (“SCG”) and \_\_\_\_\_, (“Gardener”). By signing this Agreement, Gardener represents that they are a resident of Sunnyvale, California, and acknowledges that they have read and understand the CSG Rules and Conditions of Participation.

The City of Sunnyvale (“City”) 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”).

NOW, THEREFORE, for good and valuable consideration, CSG and Gardener agree as follows:

3. CSG grants Gardener a revocable personal privilege to garden, cultivate, and maintain the Property according to this Agreement and the CSG Rules and Conditions of Participation..
4. Gardener agrees to:
  - a. not use the Property for any other purpose or activity without obtaining both the CSG’s and the City’s prior written consent;
  - b. pay an annual fee to the SCG according to the Fee Schedule set forth in the Rules & Conditions of Participation;
  - c. work and report a minimum of 15 service hours per year;
  - d. participate in at least one of the monthly Second Saturday or Last Thursday Work Group agreement per year;
  - e. attend at least one All Hands Meeting per year; and,
  - f. join and actively participate in a CSG Garden Team.
5. **TERMINATION:** The City and 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 Gardener at the email address set forth below. Gardener may terminate this agreement at any time by providing written or verbal notice to the Community Garden Coordinator or Row Leader. The garden fee is non-refundable.
6. **ASSUMPTION OF RISK:** Gardener certifies that they are in good health and able to physically maintain their assigned garden bed according to the CSG Rules and Conditions of Participation, and to participate in activities under this Agreement, including completion of service hours. Gardner understands that their participation in the Garden may involve risk of injury, illness or disease, including economic losses which may result not only from Gardener’s actions, inactions or negligence, but from the actions, inactions or negligence of others, and the conditions of the facilities, or equipment. Gardener assumes full responsibility for all risks of personal injury or illness while participating under this Agreement, including the risk of passive or active negligence on the part of the City, CSG, SCG, and all Gardeners and Volunteers.
7. **RELEASE & INDEMNIFICATION:** GARDENER KNOWINGLY RELEASES AND WILL NOT BRING ANY LEGAL ACTION OF ANY NATURE AGAINST, AND WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY, THE CSG AND SCG, AND ALL GARDENERS AND VOLUNTEERS, FROM ANY LOSS, CLAIM OR EXPENSE, OR LIABILITY, INCLUDING ATTORNEY’S FEES, ARISING OUT OF GARDENER’S PARTICIPATION AND ACTIVITIES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: (A) GARDENER’S USE OF THE PROPERTY OR TOOLS PROVIDED, (B) GARDENER’S FAILURE TO KEEP THE PROPERTY AND SURROUNDING AREAS CLEAN AND IN GOOD CONDITION, AND (C) ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF GARDENER IN CONNECTION WITH THEIR PARTICIPATION AND

ACTIVITIES UNDER THIS AGREEMENT. GARDENER AGREES TO PAY FOR ALL DAMAGES TO THE PROPERTY CAUSED BY GARDENER'S MISUSE OR NEGLIGENCE OF THE PROPERTY. GARDENER AGREES TO WAIVE ANY RIGHTS THEY MAY HAVE UNDER THE CALIFORNIA CIVIL CODE SECTION 1542 WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

8. **IMAGE CONSENT:** Gardener authorizes CSG to take photographs and/or record video or audio tape that includes Gardener's image and/or voice (collectively "Photos") while in the Garden and to use, at their sole discretion, the Photos, Gardener's name and likeness without compensation in any promotional campaigns or publicity for the Garden. Gardener releases and waives any and all interest in and with respect to the Photos and agrees to release the City, CSG, and SCG from any and all claims, actions, causes of action and demands arising out of or in any way related to the Photos and CSG's use of them.
9. **NON-ASSIGNMENT:** 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.
10. **AMENDMENT:** This Agreement, together with the CSG Rules and Conditions of Participation, as amended, constitutes the Agreement between the CSG and Gardener relating to the garden bed. Any amendment to this Agreement shall be made in writing and signed by the CSG and Gardener.
11. **CHOICE OF LAW:** This Agreement shall be construed according to California Law.
12. All City land use agreements may be revoked with the end of the existing growing season as termination date.

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

**Gardener:**  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature: \_\_\_\_\_

**CSG Representative**  
By: \_\_\_\_\_  
Proof of Residency: \_\_\_\_\_  
Date: \_\_\_\_\_