Charles Street Gardens
A project of Sustainable Community Gardens

CSG Membership Rules and Conditions of Participation & Garden Bed Agreement

October 1, 2026 – September 30, 2027

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I. Charles Street Gardens Rules & Conditions of Participation

A. The Project: Charles Street Gardens (CSG), a project of Sustainable Community Gardens, operates on City of Sunnyvale property and is an organic community gardening project. Gardeners and Co-Gardeners must attend the introductory CSG101 class, sign the Garden Bed Agreement, and must be a Sunnyvale resident.

B. Organic Gardening: Only materials consistent with organic practices are to be used throughout the entire Garden. Non-organic pesticides, herbicides, chemical fertilizers, or chemically treated wood products are not to be used in any garden site.

C. Maintenance of Garden Bed & Surrounding Walkway:
   a. Gardeners are responsible for maintenance of their assigned garden bed and the walkways around their assigned garden bed.
   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. Leave the raised garden bed with at least 7 (seven) inches of wood exposed above the mulched wood chips. This will prevent deterioration of the raised bed.
   d. Gardeners are required to keep one-half of all walkways around their garden bed free of weeds, vegetation, debris and trash.
   e. No hoses, stakes, bricks, or potted plants are allowed in the walkways or placed on the frame of the raised garden bed. No furniture, such as tables, chairs, barbeques, etc., is allowed in garden beds, or to be left in the row.
   f. All plants and structures must be limited to within the perimeter of the garden bed to maintain a safe walkway, clear of trip and fall hazards.
   g. No modifications can be made to garden infrastructure without approval.
   h. Hoses for individual garden beds may not be longer than 25 feet and must not block or be left uncoiled in the walkways.
   i. All gardeners are issued a key that opens the gates and the sheds. Lock gates after entering and exiting the garden. Lock all tool sheds before leaving the garden.
   j. Tools in the sheds are available for gardener's use. Clean and return tools to the sheds when you are finished using them.
   k. Gardeners must actively garden and maintain their assigned bed throughout the year. Diseased and spent plants must be removed. If a Gardener is ill or on a vacation of less than 30 days, Gardeners must contact their Row Leader (RL) and arrange for another gardener to water and tend your bed. For absences longer than 30 days, Gardeners are required to contact the RL and Garden Coordinator (GC) 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 GC to consider the garden bed abandoned by the assigned gardener and reassign the bed.
   l. A Gardener may terminate this Agreement with notice to their Row Leader or the GC. The fee is non-refundable.

D. Service Hours: In addition to maintaining their assigned bed, CSG gardeners are responsible for completing annual service hours to maintain the common areas of the garden. CSG gardeners are required to 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. Garden Teams: As a part of the Service Hours requirement, gardeners are encouraged to join a Garden Team. Please refer to the website for more information.

F. 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.

G. Assignment of Beds: Garden beds are assigned. 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 approval from the GC.

    b. No garden bed shall be traded, divided, sub-leased, or otherwise changed from the original bed assignment unless approved by the GC. If you want to swap beds contact the GC.

H. Prohibited Plants: The following type of plants are not allowed and will be requested to be removed from garden beds:

Plant Type	**Notes**
Mint	All varieties are prohibited from being planted directly in the ground. Mint is allowed only if it is in a pot, above ground level, with no holes in the bottom.
Trees & Perennial Vines	Trees and perennial vines (including grapes, passion fruit, chayote) are not allowed in garden beds. Grandfather date for existing trees & grapes: 4/1/2009. Grandfather date for existing vines: 10/1/2020.
Rosemary & Lavender	All varieties of rosemary or lavender are prohibited in garden beds. Grandfather date for existing plants: 9/1/2017.
	Note: The RL or GC can enforce the removal of existing grandfathered plants if it is determined that they are causing damage to the garden bed structure or surrounding areas, causing excessive shade to neighboring beds, or if they are causing pathway obstruction.

I. Height Limit: Plants and their support structures cannot be taller than 6 feet from the soil level in the garden bed.

J. Water Usage: Gardeners are required to remain in the garden while watering and are requested to turn off faucets at unattended beds. Leaking water systems will be turned off.

K. 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. A Gardener's bed will be revoked and the Garden Agreement terminated immediately if a Gardener engages in the following acts:
    a. Picking of Produce/Removal of Plants Without Permission: Garden bed produce belongs to the gardener of that bed. No one may pick produce or remove any plant from any garden bed other than their own assigned bed without the permission of the bed owner; and
    b. Pruning Trees & Shrubs: Pruning, trimming, thinning or cutting of any tree or shrub that is located within or on the outside perimeter of the Garden without the Garden Coordinator's express written permission.

L. Use of Produce: Produce and plants are to be grown for Gardener's personal use and may not be used for commercial profit.

M. Smoking Prohibited: Smoking is not allowed in the garden.

N. Use of Property: Do not use any property left in another gardener's bed without their express permission.

O. Harvesting in Common Areas: The fruit trees and herbs in the common areas of the garden can be enjoyed by all gardeners. No one may remove an entire harvest of fruit or produce. A gardener may pick a small quantity (2-3 pieces of fruit) only.

P. 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.

Q. Pest Management: Pest traps (mice, rat, squirrel, wasp etc) are only to be set by the trained Pest Management team. Gardeners may not set their own traps in the garden. Gardeners may not remove traps.

R. Wildlife: Do not feed or leave food out for wildlife or other animals in the garden.

S. Video Recording Devices: Video recording devices, with or without sound recording capability, may not be installed by Gardeners in or around their bed, in community beds, paths or walkways, or in the perimeter beds outside of the Garden fencing, without the written consent of the Garden Coordinator.

T. Violation of Garden Rules & Conditions: With the exception of any violation triggering immediate revocation of bed and termination of the Garden Agreement pursuant to 1.K.(a) and (b) above, a violation of the 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 ("First Notification"). If the problem is not corrected within a week of the First Notification, the GC will provide written notice of the violation by email 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 3rd week, the gardener's bed will be revoked and the bed agreement terminated. The final 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. Repeated violations during the term of probation can result in the Garden Agreement being terminated.

c. Any gardener whose agreement is terminated will be responsible for returning garden keys, tools and other items belonging to the Garden, and clearing their bed.

U. Renewals: Garden Agreement renewals are by invitation only. Current gardeners in good standing are invited to renew their Garden Agreement each year. Garden Agreements are due on October 1 each year.

V. Communication: The primary communication tool for CSG is email. All Gardeners will be added to the CSG email distribution list.

II. Fee Schedule

A. The fee schedule as of October 1, 2026:

4' x 16' garden bed	$100.00 / year
4' x 8' accessible garden bed	$60.00 / year
Group Garden	$100.00 / year

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 garden bed by September 30.

C. New gardeners starting mid-year will have their garden bed fee prorated.

III. 2026-2027 Second Saturday, Last Thursday Evening Work Days, and All Hands Meetings Schedule

9/12/2026	Second Saturday	ALL HANDS WORKDAY + MEETING 2026/2027
10/10/2026	Second Saturday	Cherry, Fig
11/14/2026	Second Saturday	Group Garden, Hi-Rise
12/12/2026	Second Saturday	Lemon, Mulberry
1/9/2027	Second Saturday	Orange, Plum
2/13/2027	Second Saturday	Apricot, Blackberry
3/13/2027	Second Saturday	Cherry, Fig
4/10/2027	Second Saturday	ALL HANDS WORKDAY + MEETING 2026/2027
5/8/2027	Second Saturday	Group Garden, Hi-Rise
5/27/2027	Last Thursday	
6/12/2027	Second Saturday	Lemon, Mulberry
6/24/2027	Last Thursday	
7/10/2027	Second Saturday	Orange, Plum
7/29/2027	Last Thursday	
8/14/2027	Second Saturday	Apricot, Blackberry
8/26/2027	Last Thursday	
9/11/2027	Second Saturday	ALL HANDS WORKDAY + MEETING 2027/2028

IV. Garden Bed Agreement

2026-2027 CSG Garden Bed Agreement

The CSG Garden Bed Agreement ("Agreement") is entered into on this _____ day of _____, 2026, by and between Charles Street Gardens ("CSG"), a project of the nonprofit organization known as Sustainable Community Gardens ("SCG") and _____ ("Gardener"). Gardener has been assigned to Row _____ Bed _____.

By signing this Agreement, Gardener represents that they are a resident of the City of Sunnyvale, California ("City"), and acknowledges that they have read and understood the CSG Rules and Conditions of Participation.

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

1. **GRANT TO GARDENER**: CSG grants Gardener a revocable personal privilege to garden, cultivate, and maintain the Garden according to this Agreement and the CSG Rules and Conditions of Participation.
2. **GARDENER AGREES TO:**
    a. Not use the Garden 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 CSG according to the Fee Schedule set forth in the Rules & Conditions of Participation;
    c. Abide by the Rules & Conditions of Participation set forth above;
    d. Work and report a minimum of 15 service hours per year; and,
    e. Attend at least one All Hands Meeting per year.
3. **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 Garden Coordinator or Row Leader. The garden fee is non-refundable.
4. **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.
5. **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, 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 neglect 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".

6. **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.
7. **CONFIDENTIAL INFORMATION:** I may as a volunteer have access to confidential information of SCG, including information about SCG donors, volunteers and partners. At all times during and after my participation, I will hold in confidence and will not disclose or use any such confidential information, except as may be required by my duties as a volunteer for SCG.
8. **NOT AN EMPLOYEE:** I am not an employee of SCG, or the City. I understand that I will not be paid for my participation, and that I am not covered by or eligible for any insurance, health care, worker's compensation, or other benefits. I may choose not to participate in any SCG activity or to stop participation as a Volunteer completely at any time. I acknowledge that neither SCUSD nor City are joint venturers, partners or otherwise jointly engaged in any activities with SCG, including those in which I may participate as a Volunteer.
9. **MEDICAL CARE CONSENT & WAIVER:** I authorize SCG to provide to me first aid and, through medical personnel of its choice, medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon SCG to provide such assistance, transportation, or services. I waive and release any claims against the SCG, CSG or the City arising out of the rendering of any first aid, treatment or medical service, including the lack or timing of such, made in connection with my participation as a Volunteer.
10. **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.
11. **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.
12. **CHOICE OF LAW**: This Agreement shall be construed according to California Law.

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

Gardener:	**CSG Representative**
Signature: _____	Telephone: _____
Print Name:_____	Signature: _____
Date: _____	Print Name: _____
Address: _____	Date:_____

Proof of Residency: _____

Email: _____