

# Lakeview and 6<sup>th</sup> Community Garden Rules 2019

This document sets out the rules that govern the Lakeview Community Garden (the “Garden”). These 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. Jamestown Renaissance Corporation is a not-for-profit organization that leases the land for the Garden, sponsors the Garden, and administers these Rules. Every person who has a plot in the Garden (called “Gardeners”) must sign a legal agreement with Sponsor in which the Gardener agrees to comply with these Rules.

## A. ACCESS TO THE GARDEN

**Season:** The Garden is open and accessible from Friday, April 12th to Wednesday, October 30<sup>th</sup>, 2019.

**Hours:** Gardeners may be in the Garden during daylight hours.

## B. GARDEN PLOTS

**Use of Own Plot:** Gardeners may use only the plots assigned to them by the Sponsor and its leadership team. 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 maintain plantings or plant-supporting structures that impede the security of the garden or impede adjacent gardeners’ access to sunlight by the nature of their height, material or density.

**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 Sponsor or Gardeners collectively.

**Organic Methods:** Gardeners will garden organically. Gardeners will check with the Sponsor before applying any fertilizers, pesticides, herbicides, or rodenticides, even if labeled “organic.” Use of compost, organic mulch, and weeding is always acceptable.

**Water:** Each Gardener is responsible for watering his or her own plot, using the hose and supply provided. Gardeners will not overwater their plants or leave a hose unattended.

**Tools Sheds:** Gardeners are granted access to the tool shed for storage of personal and common tools and supplies and will receive a combination to the lock on the tool shed. Access to the shed shall not be shared with non-gardeners.

**Tools:** Gardeners may bring their own tools into the Garden to use in their plots. 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 and adjacent paths in a clean and neat fashion, promptly removing any weeds, overgrowth, or other waste from their plot. Gardeners will promptly harvest edible plants. Gardeners are responsible for hauling and disposing of their own trash, such as weeds, boxes, trays, bags, packets, and similar items.

**Yearly Clean-up:** Gardeners will perform a yearly clean-up of their plots on or by October 30th.

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

**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, but less than 3 months, he or she must inform the Sponsor. The Gardener and the Sponsor will then

determine an alternative, such as a temporary substitute, acceptable to both. Gardeners who are away for more than 3 months during the growing season will lose their plots.

**No Personal Property:** Gardeners may not have any personal property on their plots or in the Garden when they are not in the Garden except for items such as tools stored in the tool shed. If Gardeners leave personal property on their plots after the termination of their participation in the Garden, Sponsor can keep and sell the abandoned property.

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

**Common Tools:** Sponsor or Gardeners may collectively provide a set of tools for use by all Gardeners (the “Common Tools”). Gardeners will return the Common Tools to a designated storage area 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 Sponsor immediately. Please note that common tools will be color coded for each Community Garden.

**Common Responsibilities:** Gardeners will keep clean and neat any common area, such as pathways and storage sheds. Gardeners will promptly report any concerns about the safety of the Garden to the Sponsor. 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 the Sponsor will bear the cost of the repairs.

### **D. COMMUNICATION**

**Garden Management:** The Garden Leadership Team—comprised of the Sponsor and its partners—has complete authority to interpret the Rules and make decisions.

**Communication:** The Garden Leadership Team will designate one member as a “Garden Coordinator” to be the official point of contact for the Sponsor, the Garden Leadership Team and Gardeners.

**Contact Information:** The Sponsor and Garden Leadership Team will provide members with contact numbers and e-mail addresses. Gardeners must tell the Garden Coordinator of any change in their contact e-mail or phone number.

**Gardener Input:** Gardeners are encouraged to provide suggestions about Garden operations to the Coordinators. Gardeners should contact the Coordinator directly at the number provided by the Coordinator, not the Sponsor's office, with any questions relating to day-to-day operational matters.

**Gardener Orientation:** New Gardeners must attend a Sponsor and Garden Leadership-led orientation to become familiar with how the Garden functions and their responsibilities as a Gardener.

**Annual Meeting:** Once a year, the Sponsor will invite all Gardeners to an annual meeting to notify Gardeners of any changes made in how the Garden operates, these Rules, in assignments of plots, and to discuss any issues or concerns, and celebrate success.

**Confidentiality:** Sponsor and other Gardeners will not use any personally identifiable information, including Gardener's name, e-mail address, telephone number, or street address, for purposes other than the operation of the Garden.

## **E. CONDUCT**

**General Conduct:** Gardeners are expected to be civil, honest, and cooperative in dealing with the Landowner, Sponsor, Garden neighbors, other Gardeners, 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 16.** 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 the Gardener.

**Pets:** Gardeners may not bring any pets or animals into the Garden, including for burial.

**Respect Others' Property:** Gardeners may not enter other plots, use another Gardener's tools or supplies, or harvest another Gardener's produce, without the explicit permission of the other Gardener. Gardeners may not enter property 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:** Gardeners 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 Fires or Cooking:** Gardeners may not start or maintain a campfire, burn weeds, use a barbeque 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:** Gardeners may not sell any produce at the Garden unless on a special basis as arranged by the garden coordinator.

**No Political Signs:** Gardeners may not display political signs without written permission from landowner. Only the owner of the land may give permission to have political signs displayed.

## F. PROBLEMS

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

**Rules Violation:** Gardeners 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, Sponsor, neighbors, or other individuals;
- takes or uses another Gardener's tools, supplies, or produce without permission;
- encroaches on Garden neighbor's property;
- grows illegal plants;
- carries, uses, or stores firearms in the Garden; or
- uses alcohol or illegal drugs in the Garden
- fails to pay their plot fee
- fails to maintain their garden plot in a state that is presentable to the public

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

If a Gardener violates any other of these Rules, Sponsor will inform Gardener of the violation by sending a letter, an e-mail or making a phone call. Gardener will have 1 week to correct the violation. If the violation is not corrected within 1 week, as determined by the Sponsor in its discretion, the Sponsor may, at its discretion, terminate the Gardener's Agreement. After termination, Gardener will have 2 weeks to harvest and clean up the plot.

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

**No limit on Sponsor Rights:** The process described in Section G does not (i) limit the Sponsor'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 the Sponsor'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 the Sponsor 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:** Sponsor may amend these Rules in its discretion without advance notice. Sponsor 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. The Gardeners, through the Garden Coordinator and Garden Leadership Team, may propose Rules for the Sponsor's consideration.

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

**Garden Agreement Controls:** Nothing in these Rules limits, qualifies, or otherwise affects the Garden Agreements between the Sponsor 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 the Sponsor of these Rules must be in writing and signed by the Sponsor. Failure, neglect, or delay by the Sponsor at any time to enforce the provision of these Rules will not be considered a waiver of the Sponsor'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:** Sponsor will not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition, ancestry, marital status, citizenship, sexual orientation, gender identity, or status as a veteran.

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