



Discovery Bay Community Garden

Rules & Application

Town of Discovery Bay Community Services District

1800 Willow Lake Road

Discovery Bay, CA 94505

(925) 392-4575

Revised: January 2018

DISCOVERY BAY GARDEN RULES

I. Introduction

Discovery Bay Community Garden (DBCG) is dedicated to maintain an organic community garden that provides educational experiences and supplies a supplemental natural food source for its members. Garden members maintain the grounds at the garden.

This document sets out the rules that govern the Discovery Bay 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.

The Town of Discovery Bay Community Services District (the "District") leases Plots within the Garden, sponsors the Garden, and administers these Rules. Every person who leases a Plot in the Garden (called "Gardeners") must sign a legal agreement with the District in which the Gardener agrees to comply with these Rules before any work can begin.

II. Access to the Garden

1. **Season.** The Garden is open and accessible year-round. Gardening Agreements shall be for one (1) year terms, beginning January 1st and ending December 31st.
2. **Fees.** Garden shall be leased at the rate of \$35 per year. All fees are due upon signing the Agreement and renewal fees shall be received no later than December 15th for the upcoming year. Failure to submit payment for fees on a timely basis may result in the District leasing the Plot to another Gardener.
3. **Deposit.** Gardeners shall submit, upon signing an agreement, a deposit of \$50 in addition to any fees. Deposits shall be held by the District for the duration of the Gardener's Agreement, or until Agreement is cancelled. Gardeners shall be entitled to refund of the deposit once Plot has been restored to a releasable condition (as determined by the District.)
4. **Hours.** Garden access is restricted to Community Center hours of operation.

III. Plots

1. **Use of Own Plot:** Gardeners may use only the plots assigned to them by the District. 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.
2. **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.
3. **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 District or Gardeners collectively.
4. **Organic Methods:** Gardeners will garden organically. Gardeners will check with the District before applying any fertilizers, pesticides, herbicides, or rodenticides, even if labeled "organic." Use of compost, organic mulch, and weeding is always acceptable.
5. **Water and Irrigation:** Water hoses are provided by the District and may not be removed from the site or altered in any way. Hoses are to be returned to the hose bib area for use by the next Gardener. Gardeners shall be responsible for watering their own plot. Gardeners may not overwater their plants or leave a hose unattended.
6. **Tools:** Gardeners may bring their own tools into the Garden to use in their plots. District provides no security, other than fence and gates; any tools left in the Garden area are done so at the Gardener's risk. 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.

7. **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.
8. **Absence:** Gardeners may not abandon their Plot. Abandonment means failing to maintain Plot for a time greater than two (2) weeks. If a Gardener expects to be away from the Garden for more than two weeks, but less than three (3) months, he or she must inform the District. The Gardener and District will then determine an alternative, such as a temporary substitute, acceptable to both. Gardeners away more than three (3) months will lose their Plot.
9. **Waiting List:** A waiting list will be established in the event that every plot in the Garden is leased.

IV. Common Areas and Responsibilities.

1. Gardeners are required to attend at least 1 clean-up day, per their lease period, to help provide an overall clean-up and maintenance of the common areas of the Garden. Clean-up days will be scheduled in advance by the District to allow for flexibility of attendance.
2. Gardeners will keep clean and neat any common areas, such as pathways and storage areas. Gardeners will promptly report any concerns about the safety of the Garden to the District. 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 District will bear the cost of the repairs.

V. Conduct

1. **General Conduct.** Gardeners are expected to be civil, honest and cooperative, in dealing with the District, Garden neighbors, other Gardeners and guests of other Gardeners.
2. **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 sixteen. 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. Violation of the Rules by a guest, are considered a violation by the Gardener.
3. **Pets.** Gardeners may not bring any pets or animals into the Garden, including for burial.
4. **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.
5. **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.
6. **Compliance.** Gardeners must comply with all applicable local, state, and federal laws.
7. **No Smoking.** Gardeners may not smoke in the Garden, including, but not limited to, electronic cigarettes
8. **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.
9. **No Fires or Cooking:** Gardeners may not start or maintain a campfire, burn weeds, use a barbecue grill or cook in the Garden.
10. **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.
11. **No Sales.** The Garden is for personal, noncommercial use only; Gardeners may not sell any produce or flowers grown in the Garden.

VI. Concerns

1. **Dispute Resolution.** Gardeners will inform the District of any disputes about the Garden or with fellow Gardeners. The District will have the power to hear these disputes and will resolve them in the best interest of the Garden.
2. **Rules Violations:** 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, District, 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; or
 - uses alcohol or illegal drugs in the Garden

The District 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 District's permission.

If a Gardener violates any other Rules of the Garden, District will inform Gardener of the violation by sending a letter to the Gardener. Gardener will have one (1) week to correct the violation. If the violation is not corrected within one week, as determined by the District in its discretion, the District may, at its discretion, terminate the Gardener's Agreement. After termination, Gardener will have two (2) weeks to harvest and clean up the plot.

Terminated Gardeners are not entitled to any refunds or other payments from the District.

3. **No Limit on District Rights:** The process described in this section does not (i) limit the District'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 District's right to notify and/or involve government authorities as it may determine.
4. **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 District, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of termination from participation in the Garden.

-END-



Discovery Bay Community Garden Gardener's Application & Agreement

Gardener Name: _____

Address: _____

City and State: _____

Phone: _____

E-mail: _____

Emergency Contact Name & Phone
Number _____

Welcome to the Discovery Bay Community Garden (the "Garden"). The Garden is owned and managed by the Town of Discovery Bay Community Services District (the "District"). This document is a legal contract between you ("Gardener") and the District.

1. TEMPORARY RIGHT TO GARDEN

- a. **Plot.** Gardener shall have the temporary right to garden in Plot(s) _____ (the "Plot") in the Garden, as identified in the Garden Map attached to this agreement.
- b. **Duration.** Gardener may use the Plot from _____ to _____.
- c. **Fee.** Plots are leased on an annual basis at the rate of \$ 35.00 due by December 15th for the upcoming year. Fees must be paid once application is accepted.
- d. **Deposit.** Gardener's shall submit, upon signing this Agreement, a deposit of \$50 (Per Plot) in addition to any fees. Deposits shall be held by the District for the duration of the Gardener's Agreement, or until the Agreement is cancelled. Gardener shall be entitled to a refund, less any costs necessary to restore the Plot to a re-leasable condition, and repair any damages.
- e. **Refunds.** Gardener understands that he/she will not receive a refund of any fees, or expenses if he/she decides not to garden or if the District terminates Gardener's right to garden for failure to comply with Community Garden rules and agreement. Gardener shall only be entitled to refund, if requested within 30 days of signing agreement AND if Plot is left in condition as received by Gardener.
- f. **Access:** Access is limited to Garden based on Community Center hours of operation.

2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

- a. **Awareness of Risk.** Gardener understands that participating in the Garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other Gardeners, or the District. The risks could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that the hazardous conditions may exist at the Garden and that other Gardeners may be unskilled.
- b. **Assumption of Risk and Waiver and Release of Claims.** In exchange for your right to participate in the Garden, you agree to take on the risk of harm even if the potential harm is caused by someone else. You also agree to waive any right you may have to sue or otherwise attempt to collect money from the District, their Board members, employees, volunteers, or anyone acting on their behalf

("Released Parties") for any losses or damages resulting from death, injury, or property damage you, anyone else, or any property, that occurs while you or your guests are in the Garden. You understand that the District would not permit you to participate in the Garden without your agreeing to these waivers and releases.

- c. **Medical Care Waiver.** You give up any right to sue or otherwise attempt to collect money from the Released Parties arising out of any first aid, treatment, or medical service, including the lack of such timing or timing of such, given in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers' compensation, or any other benefits maintained by District.
- d. **Indemnification.** You are responsible for any damages or losses suffered by the District that are caused by you or your guests' actions.
- e. **Publicity.** You agree to allow the District to use any photographs, interviews, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of you or your guests that the District or others may create in connections with your or your guests' participation in the Garden. You agree that you do not have to inspect or approve the finished project and you are not entitled to any compensation for the finished product.

3. TERMINATION

- a. **Failure to Comply with Agreement or Garden Rules.** Gardener confirms that he/she has read a copy of the Garden Rules attached to this Agreement and will comply with them. If Gardener fails to obey the Agreement or the Garden Rules, District may terminate your right to garden and reassign your Plot.
- b. **Termination of Lease.** Should the District decide to develop the land where the Garden is located at a later date, your right to garden will end. In this case, the District will notify you no less than 90 days of anticipated termination date, and Gardener shall receive refund of any remaining time at \$ 2.95 per month.

4. OTHER PROVISIONS

- a. **Entire Agreement, Severability and Modification.** If any part of this Agreement is ineffective, the remaining portions of the Agreement remain in effect. Any changes to this Agreement have to be in writing and signed by Gardener and District.

GARDENER

DISTRICT

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____

ATTACHMENT: Garden Rules