



## SWEETWATER REGIONAL PARK COMMUNITY GARDEN

### TERMS OF USE

The Resource Conservation District of Greater San Diego County (RCD) manages the community garden in the Sweetwater Regional Park on behalf of the County of San Diego. This contract is between you (the gardener) and the Resource Conservation District (RCD). In renting a garden plot, you (the gardener) agree to the following terms. The RCD reserves the right to terminate this agreement for any violation of the items listed within these Terms – as outlined below.

#### **RCD staff inspects garden plots on a monthly basis. Letters will be sent to non-active or non-compliant garden members as follows:**

First instance/infraction: The RCD shall notify the non-active or non-compliant member with an email or postmarked letter. If active gardening does not resume and or if amendments are not made within 30 days, including all issues identified in the written notice, the garden plot will be reassigned. If the member does not respond to the RCD notice or the garden member is not reachable within the 30 day period the plot will be reassigned. In the event that the member corrects some but not all of the issues, within the 30 day period, the plot will be reassigned.

Second instance/infraction: In the event that the gardener corrects the issues but reverts to the inactive or non-compliant practices within the lease term, an email or postmarked notice will be sent requesting amendments within 15 days or the plot will be reassigned.

Termination: If two infractions take place without resolve during the lease agreement term a final termination notice will be sent and the plot will be reassigned. No refunds of rent will be issued upon termination.

Non-renewal: Outstanding fees, failure to comply with the terms of use, inability to contact or communicate, or unacceptable behavior may result in non-renewal or termination.

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**Garden Operational Hours:** The garden is open between sunrise and sunset seven days a week. All gardening activities must occur within daylight hours. Camping, or staying overnight in or around the garden, is never permitted. Accessing the garden and regional park outside of operating hours is considered illegal trespassing. The garden gate will be opened at 8:00am locked at sunset.

**Plot Assignment:** The RCD is responsible for assigning garden plots. You may not sell, transfer, or rent your plot to another person (NO SUBLEASING.) Failure to abide will result in immediate lease termination.

- Gardeners must be available for contact. If your phone number, email, or mailing address changes, the RCD must be informed within 2 weeks.
- To give someone access to your plot, you must list their name(s) on the application or share their name(s) with the RCD. (To update: call 619-562-0096)
- Plots are described as 20ft x 20ft or 10ft x 20ft as an approximate value for illustrative purposes and this does not constitute any guarantee of or obligation to provide a plot of these dimensions. Gardeners must accept their plot as is, with the fence line as marked out by us and may not alter its dimensions in any way.
- New gardeners must show progress towards actively gardening their plot within (30) days of plot assignment.

**Plot Maintenance:** Garden plots should be used only for gardening. Each gardener is responsible for maintaining his or her own plot and surrounding perimeter.

- Plots may not be used in the operation of a business, such as (but not limited to) growing nursery stock for resale or use in a landscaping operation, storing materials for use in construction operations, etc.
- Garden plots must be actively maintained year round. An active garden will be: cultivated with crops to the fullest potential, kept free from weeds, and will maintain responsible green waste and trash management.
- We have short and mild winters in Southern California, so there are options available for growers year round. If gardeners wish to rest the soil they may choose to plant a cover crop, or amend with compost and cover with mulch. Garden plots that appear fallow or uncultivated may be considered abandoned and may result in lease termination.
- Dead plants, weeds, cuttings/ pruning, and all clippings are considered green waste. All green waste must be managed responsibly year round. (*See composting.*)
- Gardeners are responsible for maintaining the area in front of their plot up to the path and road way and will keep the perimeter area surrounding their garden and pathways clear of weeds and trash.
- Gardeners must trim or remove any plants that extend into neighboring plots or common areas. Growing on garden fences is not permitted.
- **You may not grow plants or store materials outside your fence. The pathway outside your fence must remain clear of obstructions at all times.**
- Your plot number must be clearly displayed on your fence or gate. It is the gardener’s responsibility to install, maintain, and replace missing or damaged garden numbers.
- Flags or banners are not permitted.
- Gardens are not for storage – you may only keep items that pertain to gardening on your plot. You will be asked to remove any item that resembles debris or personal belongings that are not used for gardening. Personal items and debris are defined by the RCD as any item that is not used for gardening and or any item that may present a storm water or flooding hazard.
- You must notify the RCD if you plan on being away for an extended period of time, or if circumstances prevent you from tending your plot. Failure to do so may result in the garden plot being considered abandoned and may result in lease termination.

Gardeners May Grow	Gardeners May Not Grow:
<ul style="list-style-type: none"> <li>• Vegetables, fruits, and herbs; Gardeners must make extensive use of the plot.</li> <li>• Fruit trees are permitted in containers only. The tree <b>must</b> be pruned each year, maintained, and kept below six feet in height. <u>Gardeners will be responsible for removing any plants or trees that become too tall.</u></li> </ul>	<ul style="list-style-type: none"> <li>• Any plants above six feet in height or that block sunlight from neighboring plots.</li> <li>• <u>Planting Banana plants is not permitted.</u></li> <li>• Marijuana, hemp, or any other illegal substances.</li> <li>• Invasive Arundo is not permitted and must be removed from in and around garden pots.</li> <li>• Farm animals and beehives are not permitted on the premises.</li> </ul>

**Parking & Vehicle Access:** There is no vehicle access to individual plots and gardeners may only park in the gravel parking lot outside the perimeter fence. Driving into the garden is only permitted as far as the shade structure and **ONLY** for the purposes of loading and unloading. You **MUST** move your vehicle back out to the parking lot as soon as you have finished unloading into the carts provided. No more than two vehicles can park

next to the shade structure at a time and you may obstruct other gardeners if you do not move your vehicle promptly.

**Trash:** A 3 yard dumpster for trash will be provided. This is for trash only – recyclable materials must be disposed of off-site and green waste (garden trimmings, spent plants, weeds) can be composted on your plot or disposed of off-site. The dumpster is for garden-related trash only, please do not bring materials from home or elsewhere. If you are seen dumping trash anywhere other than the provided dumpster, your lease will be terminated immediately.

**Composting:** All gardeners **MUST** compost **either** on their own plots, **in the communal composting system** or take home all garden waste. Weeds, old plants, and all green waste should be cleared from the plot or chopped up and composted within the plot **or in the communal compost bins**. Cactus, Bamboo, Sugarcane, and Arundo poles do not compost well and must be disposed of off-site. Gardeners agree to responsibly dispose of all waste material used and grown on their plot.

**Tools & materials:** Each gardener shall provide all necessary tools, equipment, and growing supplies for his/her garden plot and is solely responsible for any equipment left in the garden plot. Neither the RCD nor the County of San Diego is responsible for lost, stolen, or damaged tools, equipment, crops, or other materials.

**Shade structures:** The garden is located in a floodplain; therefore permanent structures are not allowed. Shade structures are intended to be simple structures where gardeners can take a rest and seek shelter from the weather. Shade structures may be constructed or purchased, but must use materials that are in good condition and must be kept in good repair. In addition, the following criteria also apply to shade structures:

- Cannot exceed 7'h X 5'w X 5'd.
- Must be open on three sides.
- Must be placed so that it does not cast shade on neighboring plots.
- A picnic table with collapsible umbrella is permitted. **Pop up tents are allowed only when you are on site. They must be packed and stored when you are not in your garden.**
- Garden furniture is permitted (wood, plastic, metal); upholstered furniture, or any other furniture intended for indoor use, is not.
- Under no circumstances can cement be used.

**Tool storage:** it is anticipated that gardeners will want to store tools or other gardening items safely on site.

- Vertical storage units may not exceed 6'h x 4.5'w x 3'd.
- Horizontal storage units may not exceed 6'l x 3'h x 3'd.
- Whichever form of storage is selected, it should be secure, made of durable materials in good condition, and kept in good repair.

**Shade structure, tool storage, and furniture may collectively take up no more than a quarter of the plot.**

**Fencing:** The RCD must be able to see into your garden to conduct plot inspections. Wire mesh fencing has been installed around each plot. This fencing must be retained, not replaced with alternative fencing, and the height may not be modified. However, gardeners may reinforce the fence to keep pests out in the following ways:

- Adding a garden gate to fully enclose the plot. Garden gates can be made of wire material of a similar nature to the fencing material and must be kept in good repair. Pallet gates are not permitted.
- Adding hardware cloth or similar fencing to the bottom 2 feet of the fence to exclude certain rodents.
- Each plot will be assigned a number. Gardeners are responsible for posting their plot number on their fence or gate.

Gardeners are responsible for repairing or replacing their own fencing with an equivalent wire material when needed. The use of concrete to install fencing is not permitted.

**Irrigation:** A water spigot is provided to each full plot for irrigation (a spigot is shared between two half plots). Gardeners must take care not to damage these parts and will be responsible for either repairing their own hose bib / piping, or for paying a fee to cover parts (depending on damage) to have repair done for them. Gardeners agree to share water spigots with neighboring plots. Restricting or preventing water access to neighboring garden plots can result in lease termination.

**Water use:**

- Water will be supplied to the garden between 4:00am and 8:00pm.
- The water bill will be shared equally among garden plots and included in annual rent payment.
- Water conservation will help to keep water costs down. It is recommended that members utilize low-flow irrigation systems either operated manually or on a timer. Unattended watering (other than on a timer), flood irrigation, and use of water for any other purposes besides on-site garden irrigation are not allowed.
- Participants are responsible for adhering to all City, County, and State drought restrictions.

**Chemical-free Growing Practices:** No chemical pesticides, herbicides, fungicides, or fertilizers may be used on site unless they carry the OMRI (Organic Materials Research Institute) logo.



- Poison / chemical pesticides may not be used to combat garden pests like gophers or ground squirrels. These have harmful effects on other wildlife and are not permitted at any time.

**Children & Pets:** Children are welcome in the garden but must be under supervision at all times. Pets must be under supervision and kept on leash (maximum 6 feet) at all times. Pet waste must be properly disposed of off-site or in on-site dumpster.

**Smoking:** Smoking is not permitted on County Park Grounds or within the Community Garden, including the parking area.

**Gardener meetings and work days:** The garden is a community space and gardeners are required to contribute four hours of volunteer service annually towards its upkeep. Gardeners are required to attend at least one community gardener meeting AND one community clean-up event each year. The RCD will alert gardeners to meeting dates and times through email, mail, and garden bulletin boards. Participation will be documented on sign-in sheets, and tracked by the RCD. Failure to attend at least one of each event may affect eligibility for lease renewal in the next contract year.

**Lease renewal:** This lease agreement must be renewed annually, on July 1. Cancellations of agreement renewal after thirty (30) days are non-refundable.

**Terminating your Use Agreement:** If you move away or decide that you no longer wish to tend to your plot please inform the RCD. Upon termination and/or conclusion of this Agreement, you must clear your plot of all material including plants, trees, tools, shade structures, and storage units. We charge a \$100 refundable deposit when you join the garden, which will be used to cover the costs of cleaning your plot if it is not left in an acceptable condition as described above.

**The following are not allowed** in the garden at any time and could result in immediate lease termination:

- Consumption of alcoholic beverages
- Consumption of cannabis or illegal drugs

- Fighting
- Excessive noise or loud music
- Profanity, rudeness, or other overtly hostile actions toward other gardeners or neighbors.
- Open fires (for burning vegetation, cooking, or for warmth)
- Dumping or abandonment of waste and trash

**A garden plot rental may also be terminated for:**

- Failure to actively maintain the garden plot
- Transferring the plot to another grower
- Any illegal activities
- Any other behavior that is in violation of the Terms of Use Agreement or is determined to be harmful to the Sweetwater Community Garden

**The RCD Reserves the right to terminate this agreement for any violation of these Terms of Use.** The RCD and the County of San Diego reserves the right to enter and inspect garden plots at any time.

**Pictures:** From time to time, RCD staff and partners will take pictures at the garden. I agree to allow any image taken of me or my dependents to be used in published materials and web sites that promote the Sweetwater Community Garden or other programs of the Resource Conservation District of Greater San Diego County unless I submit a written request to opt out.

**GENERAL AGREEMENT, WAIVER, AND RELEASE:** I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in the Sweetwater Community Garden (SCG). This release is intended to discharge, in advance, the Resource Conservation District of Greater San Diego County and the County of San Diego, its officers, employees and agents from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the RCD.

Knowing the risks involved, nevertheless, I have voluntarily applied to participate in the SCG and any related events / activities, and I hereby agree to assume any and all risks of injury or death and to release and hold harmless the RCD and its representatives who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks are to be binding on my heirs and assigns.

I further agree to indemnify and to hold the RCD free and harmless from any loss, liability, damage, cost, or expense, which I may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.