



## SWEETWATER REGIONAL PARK COMMUNITY GARDEN

### TERMS OF USE 2025/26

*Please read this document carefully.*

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 gardener does not respond to the RCD notice or is not reachable within the 30-day period the plot will be reassigned. In the event that the gardener 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.

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.

---

**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 and locked at sunset.**

**Rent:** the RCD rents plots to gardeners on an annual basis beginning July 1. Rent for the 2025-26 fiscal year will be \$372 for a full plot and \$186 for a half plot and is due by July 31. If annual rent is not paid by this date, a \$50 late fee will be charged. Contact the RCD if you are unable to pay rent on time and a payment plan may be considered.

**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 comply 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.
- 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, but 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 maintained through 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/prunings 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 roadway 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.
- If a flood were to occur in our area, we recommend a 1–3-month pause in gardening to allow time for the soil to recover. RCD staff will be in communication with gardeners to advise on specific procedures to follow in the event of flooding.
- You may not grow plants or store materials outside your fence. The pathway outside your fence must remain clear of any 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.
- Only outdoor furniture or items designated for outdoors are permitted in garden plots. If management notices furniture or items intended for home, you will be asked to remove them.
- 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, flowers and herbs; Gardeners must make extensive use of the plot.</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 trees is not permitted.</u></li> <li>Marijuana, hemp, or any other illegal substances.</li> <li>Farm animals and beehives are not permitted on the premises.</li> <li>Invasive species like Arundo, Morning Glory, Ivy of any type, Palm Trees, Ice Plant.</li> </ul>

**Trees:** Trees of any type are only permitted in containers placed above ground with a barrier placed underneath the tree. The tree **must** be pruned each year, maintained, and kept below six feet in height. Gardeners will be responsible for removing any plants or trees that become too tall. If you have trees that are currently rooted in the ground, you will be asked to remove them and follow the instructions listed above. Failure to do so can result in a lease termination.

**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 unload next to the shade structure at a time. You will be issued up to two warnings for being parked in a loading zone. If you continue to park in a loading zone, your lease may be terminated.

**Trash Dumpster:** The trash dumpster is for garden-related trash only, please **DO NOT** bring materials from home or elsewhere. If you are seen bringing trash from elsewhere or dumping trash anywhere other than in the provided dumpster your garden lease can be terminated immediately. If the dumpster is full, gardeners may not leave their trash outside the dumpster. Trash must be kept in the gardener's plot until the dumpster is emptied and there is space to accommodate new material. **The RCD will discontinue the provision of the trash service if it is used inappropriately.**

**What CAN'T Go in a Trash Dumpster:** paint, oil, asbestos, sealed tanks/drums, batteries, electronics (e-waste), tires and anything else that is considered hazardous or potentially toxic.

**Green Waste Dumpster:** Only green waste such as plants, weeds, and vegetables from the garden can be disposed of in the dumpster. You may not bring in excess garden waste from home or any other location. Scrap wood is acceptable provided it has no screws, nails, paint, or any other preservative treatment that would prevent it from composting. The green waste dumpster may not be used for regular trash and the service provider (EDCO) will impose fines if they find anything other than green waste in the container. **If the dumpster is full, gardeners may not leave their garden waste next to the dumpster.** The green waste must be kept in the gardener's plot until the dumpster is emptied and there is space to accommodate the new material. Do not bag and then dispose of the green waste. **The RCD will discontinue the provision of the green waste service if it is used inappropriately.**

**Composting:** All gardeners are encouraged to compost either on their own plots or in the communal composting system. Weeds, old plants, and all green waste should be cleared from the plot and placed in the green waste bin 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 or in the green waste bin provided. 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 a 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.
- The use of concrete is NOT allowed. If RCD determines that concrete has been used, the gardener will receive a \$100 fine or their lease may be terminated.

**Tool storage:** Storage sheds or boxes must comply with the following:

- Vertical storage units may not exceed 7'h x 4.5'w x 3'd.
- Horizontal storage units may not exceed 6'w 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.

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

**Trellises:** Wire fencing or trellises may not be used to modify the height of the perimeter fence. If you would like to trellis plants, you must install your own trellis unattached from the provided fence, and it may not exceed the plant height limit of 6 feet, cast shade on your neighboring plots or block the view from the outside.

**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 paying a fee of \$25 or more (depending on cost to repair) to have repair done for them. Gardeners

agree to share water spigots with neighboring plots. Restricting or preventing water access to neighboring garden plots may result in lease termination.

**Plumbing:** If you intend to install plumbing (PVC) underground, you must submit a design plan to the Community Garden Coordinator indicating where pipe is being laid before the installation is conducted. Electronic or physical copies will be accepted. If you do not submit a plan in advance, the RCD may require you to remove any installation, fine you up to \$100 or terminate your lease.

**Water use:**

- The water bill will be shared equally among garden plots and is included in annual rent payment.
- Water conservation will help to keep water costs and rental fees down. Gardeners must utilize low-flow irrigation systems, either operated manually or on a timer. Unattended watering (other than on a timer), flood irrigation, high-pressure sprinklers, and use of water for any other purposes besides on-site garden irrigation are not allowed. **Gardeners who are wasting water will be warned and offered assistance; if the situation doesn't improve the gardener may be fined or have their lease terminated.**
- Participants are responsible for adhering to all City, County, and State drought restrictions.
- Gardeners may not use water to flood gopher/squirrel holes.
- Irrigation systems should be monitored monthly to check for leaks and to ensure the system is functioning properly
- Irrigation timers should be adjusted depending on the weather forecast. Timers should be paused or turned off at least one day before rain.

**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.

**Volunteer Service:** The garden is a community space and gardeners are required to contribute four hours of volunteer service annually towards its upkeep. The RCD will notify gardeners of clean-up events through email, mail, and garden bulletin boards. Participation will be documented on sign-in sheets and tracked by the RCD.

**Lease renewal:** This lease agreement must be renewed annually on July 1. A late fee of \$50 will be applied to payments not received by July 31.

**Terminating your Lease:** 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 materials 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 deposit will be refunded if, in the sole discretion of the RCD, the plot is returned in an acceptable condition. If you do not pay rent and do not notify the RCD that you are terminating your lease, your security deposit will be used to cover any unpaid rent until the plot is cleaned and ready to be rented again.

**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 green waste and trash

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

- Failure to pay annual rent in a timely manner
- 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. You agree to allow any image taken of you or your 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 you 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, including any flooding that may occur at the location. This release is intended to discharge, in advance, the Resource Conservation District of Greater San Diego County and the County of San Diego, their officers, employees, volunteers and agents (hereafter referred to in total as the RCD & County) 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 or County.

Knowing the risks involved, including the potential for flooding and the ramifications therefrom, nevertheless, I have voluntarily applied to participate in the Sweetwater Community Garden, and I hereby agree to assume any and all risks of injury or death and or property damage and to release and hold harmless the RCD and the County 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 and the County free and harmless from any loss, liability, damage, cost, or expense, which they may incur as a result of any injury or death and/or property damage that I may sustain while participating in said activity.