



Resource Conservation District of Greater San Diego County  
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619-562-0096  
[www.rcdsandiego.org](http://www.rcdsandiego.org)

## SWEETWATER REGIONAL PARK COMMUNITY GARDEN

### TERMS OF USE 2026/27

*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.**

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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 and locked at sunset.**

**Rent:** the RCD rents plots to gardeners on an annual basis beginning July 1. Rent for the 2026-27 fiscal year will be **\$390** for a full plot and **\$195** for a half plot due by July 31, 2026. If annual rent is not paid by this date, a \$50 late fee will be charged. Failure to pay the late fee will be grounds to terminate your lease. **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 others access to your plot, you must list their name(s) on the application as an Authorized user. (To update: call 619-562-0096)
- Gardeners are responsible for their guests' behavior. Gardeners must ensure that their guests or authorized users are familiar with all garden rules.
- 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 the RCD 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 the RCD provided 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.

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<b>Gardeners May Grow</b>	<b>Gardeners May Not Grow:</b>
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<ul style="list-style-type: none"> <li>• Vegetables, fruits, berries, flowers, herbs, native plants and trees (so long as they are placed in pots &amp; kept under 6 feet);</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 illegal substances.</li> <li>• Farm animals and beehives are not permitted on the premises.</li> <li>• Invasive species like Arundo, Bamboo, Morning Glory, Ivy of any type, Palm Trees, Ice Plant.</li> </ul>
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**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**

- Garden waste only: **Do NOT bring trash from home.** Doing so can terminate your lease immediately.
- If full: Keep trash in your plot. **Do not leave it outside the dumpster.**
- Prohibited Items: Paint, oil, batteries, e-waste, tires, chemicals, or anything hazardous.
- *Inappropriate use will result in the removal of the trash service.*

**Green Waste Dumpster**

- Garden plants & weeds only: Do not use bags.
- Scrap wood: Allowed **ONLY** if it has no screws, nails, paint, or chemical treatments.
- If full: Keep waste in your plot. **Do not leave it next to the dumpster.**
- Warning: EDCO will issue fines for contamination, and the RCD will discontinue the service if abused.

**Composting:** All gardeners are encouraged to compost either on their own plots or in the communal composting system. 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 and/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 clearly see into each garden plot to conduct inspections. Wire mesh fencing has been installed around each plot and serves as the permanent perimeter boundary. This fencing must be retained, may not be replaced with alternative fencing materials, and the height and structural profile may not be modified.

The perimeter fence may not be extended, raised, enclosed, screened, or used as a structural support for additional fencing, framing, netting systems, trellises, canopies, or other installations. Materials such as bamboo, wood, PVC, hardware cloth, wire, netting, or similar materials may not be attached in a manner that increases the height or creates a secondary fence line above the existing fence.

Gardeners may reinforce fencing for pest exclusion in the following ways:

- Adding a garden gate to fully enclose the plot, provided it does not increase the height of the fence. Garden gates must be constructed of wire or similar fencing materials and maintained in good repair. **Pallet gates are not permitted.**
- Adding hardware cloth or similar fencing materials to the bottom 2 feet of the fence to exclude rodents and other pests.
- Constructing individual crop protection enclosures around raised beds, growing areas, or specific crops within the plot boundaries. Such structures must be freestanding and may not rely on the perimeter fence for support.

Gardeners concerned about pests, crop damage, or theft are encouraged to protect individual growing areas within their plot rather than modifying the perimeter fence. Bird netting, crop protection structures and other security measures must be installed within the plot boundaries and may not alter the height, appearance, or function of the perimeter fence.

Gardeners are responsible for maintaining fencing and approved modifications in good repair. When repairs are necessary, fencing must be replaced with equivalent wire materials. **The use of concrete to install or reinforce fencing is not permitted.**

**Trellises and Living Canopies:** Gardeners may install freestanding trellises and overhead trellis systems to support vining crops such as beans, gourds, chayote, and other climbing plants. Living canopies created by plant growth are considered trellises, not shade structures, provided they comply with the requirements below.

- Trellises may not be attached to, modify, or increase the height of the perimeter fence.
- Trellises and living canopies must be freestanding and may not exceed the maximum plant height limit of 6 feet.
- Trellises and living canopies must be used primarily for supporting food or ornamental crops.
- Trellises must be constructed of durable materials suitable for outdoor use and maintained in good repair.
- Trellises and living canopies may not cast excessive shade on neighboring plots.
- Trellises and living canopies may not significantly obstruct visibility into the plot from garden pathways or common areas.
- Trellises and living canopies may not be configured or furnished as covered seating areas, shelters, rooms, or other structures intended primarily for human occupancy.
- Trellises and living canopies must be securely installed and maintained so they do not create a safety hazard during high winds or other weather events.
- Broken, leaning, collapsing, deteriorated, or abandoned trellises are not permitted and must be repaired or removed promptly.

#### **Water use:**

- Water costs are shared equally among garden members and estimated costs are included in annual rent payment. Reducing water waste will help to keep water costs and rental fees down. 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 use water irresponsibly will be warned and/or offered assistance; if the situation doesn't improve the gardener may be fined or have their lease terminated. Utilizing water to flood gopher or squirrel holes is ineffective and an irresponsible use of water.**

**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 the spigots 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. **Keep an 18-Inch clearance around the spigot and riser to conduct repairs.**

**Underground PVC Irrigation Lines:** Gardeners may install underground PVC irrigation lines within their leased plot. Because buried infrastructure can create challenges for future plot turnover, the following requirements apply:

- The use of underground PVC irrigation lines requires an **additional \$100 security deposit** per plot in which PVC is installed. This deposit is intended to cover the potential costs associated with locating, removing, or restoring buried infrastructure at the end of the lease term.
- Prior to burying any PVC lines, gardeners must provide management with a photograph or diagram showing the proposed location of all underground PVC infrastructure.
- Gardeners are responsible for the installation, maintenance, repair, and removal of all privately installed PVC infrastructure.
- Underground PVC systems must be maintained in good working condition and repaired promptly if leaks or other issues are identified.
- Upon termination of the lease, transfer of the plot, or upon request by the RCD, gardeners may be required to remove underground PVC infrastructure and restore the plot to its original condition.

**Automatic Irrigation Systems:** Gardeners using automatic irrigation must utilize a controller or be on-site when running the system. If you choose not to utilize a controller you may NOT leave the system running when you're not on-site. Irrigation systems should be monitored **weekly** 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.
- RCD staff will periodically check your irrigation controller to ensure that your schedule settings are appropriate for the month or season.
- Garden members are responsible for adhering to all City, County, and State drought restrictions.

### **Gardener Requirements:**

**Volunteer Service:** The garden is a community space: gardeners with full plots are required to contribute four hours of volunteer service annually and garden members with half plots are required to contribute two hours annually. The RCD will notify gardeners of clean-up events through email, mail, or garden bulletin boards. Participation will be documented on sign-in sheets and tracked by the RCD. Volunteer time may also be completed at the Gardener's own time. *Please follow the Garden Coordinator's Instructions for reporting your own volunteer time.*

**Irrigation Education:** Gardeners must attend at least one **Irrigation Efficiency Training or an equivalent** training approved and/or provided by the RCD. Management will notify all gardener members when the training is available.

**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.

**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.

**RCD staff inspects garden plots monthly. 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 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.

**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.

**Terminating your Lease:** If you move away or decide that you no longer wish to tend 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. 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
- Smoking
- 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 reserve 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.