



Root 66 Community Garden

Membership Agreement (Unabridged)

Effective Dates: April 1 – March 31 (annual)

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#### Member Information

Plot #: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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#### Annual Plot Fees

4' x 8' Raised Bed – \$110/year

4' x 10' Raised Bed – \$125/year

5' x 10' Raised Bed – \$140/year

10' x 10' In-Ground Plot – \$165/year

10' x 20' In-Ground Plot – \$220/year

20' x 20' In-Ground Plot – \$330/year

FoodShare Membership – \$15/month or \$150/year (included with Plot Membership)

Discounts:

10% Senior (65+) or full-time student discount with valid proof

Sponsored plots may be available for low-income applicants upon request

Payments accepted online at [theroot66garden.org/join](http://theroot66garden.org/join) or by check mailed to:  
The Root 66 Garden, 1721 N. Palm Ave., Upland, CA 91784

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## **Terms & Conditions**

### **1. Membership & Payment:**

Membership is valid only with a signed agreement and paid plot fees. Fees are due by April 1 unless otherwise arranged. Fees will be prorated for memberships starting after April 30. Membership is temporary for the term agreed upon by the fee paid and may be renewed each year, if the member is in good standing. Membership is ultimately at the discretion of the Board of Directors and/or the Garden Manager.

### **2. Cancellation & Refunds:**

Membership may be canceled at any time by either party. All fees and donations are non-refundable.

### **3. Right to Refuse Service:**

The Root 66 Garden reserves the right to refuse membership or service to any individual whose conduct is deemed harmful or inconsistent with Garden policies. Theft and/or verbal or physical aggression will not be tolerated, and cause for immediate revocation of membership.

### **4. Compliance:**

Members agree to comply with all policies, rules, and guidelines contained in this agreement and Exhibits A, B, and C. Failure to comply may result in termination of membership without refund.

### **5. Dispute Resolution:**

All disputes must be first addressed informally. If unresolved, disputes will be submitted to binding mediation (also known as mediation/arbitration) in San Bernardino County, CA. Members waive the right to file lawsuits except to enforce a mediation agreement.

### **6. Acknowledgment:**

By signing below, I acknowledge I have read, understand, and agree to the terms of this Membership Agreement and all attached Exhibits (A, B, and C).

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Member Signature

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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Garden Representative

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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### **Exhibit A – Rules & Regulations**

#### **1. Plot Maintenance:**

You are expected to be growing plants in a plot within 30 days of becoming a member of the Garden.

Keep plots weed-free and tidy. Pathways must be kept clear and safe.

Abandoned plots (no activity e.g planting, weeding, watering, caretaking of plot or communication for 30+ days) may be reassigned.

#### **2. Organic Practices Only:**

No synthetic pesticides, herbicides, or chemical fertilizers allowed.

#### **3. Water Use:**

Use water responsibly and turn off taps after use. No unattended hoses. Plot irrigation systems should be put on a timer and set for early morning and later afternoon/evening. Notify the management if there is a water leak.

#### **4. Respect:**

Do not touch or harvest from other members' plots without permission.

Treat all gardeners, guests, and volunteers with respect.

Alert the management if there are any conflicts that cannot be resolved.

Assault of any kind, verbal, physical or sexual will not be tolerated. Please alert the management you have experienced this from a Garden member or been a witness to it.

#### **5. Volunteer Commitment:**

Members agree to contribute at least 2 volunteer hours per month to garden upkeep.

Members are highly encouraged to join Telegram, the Garden's communication app.

#### **6. Children & Guests:**

Children must be supervised at all times. Members are responsible for their guests' conduct.

#### **7. Prohibited Conduct:**

No violence, harassment (including sexual harassment), nudity, drug or alcohol intoxication, theft, vandalism, or disruptive behavior.

#### **8. Trash & Waste:**

Remove all personal trash. Compost only in designated bins.

No dumping of household or hazardous waste.

Wood piles, trash piles, rock piles must be dismantled so as not to attract pests.

#### **9. Structures & Fencing:**

All structures and fencing require prior approval.

Only approved fencing materials (hardware cloth, garden wire) permitted; no chain link fencing.

Structures should be such as to not attract and/or provide rodents and pests a hiding or nesting place.

#### **10. Animals:**

No personal pets inside the garden unless approved service animals.

#### **11. Bee Safety:**

Members must follow all Bee Etiquette Guidelines in Exhibit B.

#### **12. End of Membership:**

Upon leaving, all personal property must be removed. Remaining items will be considered donations.

### **13. Disputes:**

Any disputes, if not resolved in a reasonable way through dialogue and/or in writing, must be resolved through mediation (refer to #5 under Terms and Conditions). Members waive the right to file lawsuits except to enforce a mediation agreement.

### **14. Membership Cancellation & Refusal:**

Membership may be terminated at any time by either party. No refunds on fees or donations.

The Garden reserves the right to refuse service or membership to any individual. Membership is ultimately at the discretion of the Board of Directors and/or the Garden Manager.

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### **Exhibit B – Bee Etiquette Guidelines**

The Root 66 Garden partners with BeeRooted Bees, the official beekeeper, to maintain the garden's healthy bee population. All members must adhere to these guidelines for their safety and the wellbeing of the bees.

#### **1. Hive Area:**

Beehives are located in a designated apiary area, clearly marked.

Only BeeRooted Bees personnel or authorized beekeepers may handle or open hives.

#### **2. Behavior Near Hives:**

Do not stand directly in front of hive entrances or block flight paths.

Move calmly and avoid sudden movements.

#### **3. Clothing & Scents:**

Avoid wearing perfumes, scented lotions, or strongly scented hair products.

Wear light-colored clothing; avoid floral patterns and dark colors.

#### **4. Do Not Disturb:**

Do not touch, feed, or tamper with bees or their equipment.

Keep tools and watering at a safe distance from hives.

#### **5. Allergy Awareness:**

Notify garden management if you have a bee sting allergy.

Carry prescribed emergency medications.

In emergencies, call 911 immediately.

#### **6. Education:**

Members are encouraged to participate in beekeeper-led tours and workshops.

#### **7. Liability Disclaimer:**

Members assume all risks related to bees and beekeeping activities.

Members release BeeRooted Bees, The Root 66 Garden, and their affiliates from any liability for injuries, allergic reactions, or damages related to bee activity.

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Bee Etiquette Acknowledgment

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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#### **Exhibit C – Hold Harmless & Liability Waiver**

I, the undersigned member, acknowledge and agree that:

Gardening and participation at The Root 66 Garden involve inherent risks including injury, illness, or property damage.

I voluntarily assume all risks and hazards associated with my participation.

I release, waive, discharge, and hold harmless The Root 66 Garden, BeeRooted Bees, their officers, employees, volunteers, agents, and affiliates from all liability, claims, demands, or causes of action arising from my participation or use of garden facilities.

This waiver extends to any injury, loss, or damage caused by negligence or other acts by The Root 66 Garden or BeeRooted Bees.

I authorize emergency medical treatment at my expense if necessary.

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Member Signature

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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