



**SAN GERONIMO VALLEY COMMUNITY GARDEN
MEMBERSHIP AND PLOT AGREEMENT
March, 2016**

Welcome! Thank you for your interest in community gardening!

This community garden is under the jurisdiction of the SAN GERONIMO GOLF FOUNDATION. It is also under the fiscal sponsorship of MarinLink, which allows the Community Garden to operate as a non-profit.

The San Geronimo Valley Community Garden Committee is truly excited by your interest in becoming a community gardener. You are agreeing to share use of land, on which you will garden, with other San Geronimo Valley residents. On it you may grow, for your noncommercial use, food, flowers, and herbs that may satisfy your hunger or delight your aesthetics or spirit. Community gardening implies self-sufficiency, including obtaining the materials you need and learning the skills essential to gardening.

With this signed consent, you are participating in a shared agreement with both rights and responsibilities. By a 2/3 majority vote, this shared agreement may be amended. You may keep your plot as long as you abide by this agreement and any amendments to it. Community minded gardeners are welcome to become members and share care of the Garden with the following understandings:

Your rights and responsibilities as a community gardener

1.

You have the right to garden as long as you wish as long as the San Geronimo Golf Course agrees that our Garden may use this land. Automatic annual renewal is based upon living up to this and specific garden agreements defined in this Garden Agreement document.

2.

You have the right to the following basic amenities such as plot access, water, hoses, and release from liability. (Hold Harmless Release from Liability statement in Section A).

3.

You have the right to equal opportunity and non-discrimination.

4.

You have the right to a reasonably harmonious environment, free of intimidation or harassment, and to appropriate conflict resolution measures when necessary under the

oversight of the Garden Council (Section B: Garden Council , Section C: Conflict Resolution). If there is a conflict between two parties, we ask that they should try first to discuss it between themselves. Should they need resolution/mediation or support, the assigned Member Relations Garden Council member will intervene to resolve the conflict and may consult with the Garden Council for any decision. (See SECTION B: Garden Council Description—Member Relations.)

5.

You have the right to participate in the democratic self-governance of your community garden and annually elect your Garden Coordinator(s) and members of the Garden Council in the month of May of each calendar year. Your signature on this agreement authorizes you to be a voting member of the SGV Community Garden.

6.

You have the right to garden in this space, and to the non-commercial use of the bounty of your labors provide. Crops should be harvested once they mature. If you do not feel that you will use all of your harvest, please donate it to our local Food Bank. Contact the Garden Coordinator or designated members of the “Gleaning Team” who will harvest your crop. Avoid allowing crops to rot in your plot as this is wasteful and provides food for pests and disease. If you plan to be away for a trip or other reason and will not be able to harvest your plot, inform your Member Rep who can arrange to harvest for the Food Bank. Growing any illegal plants anywhere in the Community Garden is forbidden.

7.

We believe in sharing our Garden’s abundance in the same spirit that the San Geronimo Golf Course agreed to share their land for us to use for growing food. Our Garden mission recognizes that their gift is ours to pass along and this promise has been the very reason that we have been awarded community grants in support of building the garden. Ongoing community support for our garden is predicated on our donations to the Food Bank. As a member, you have an obligation to contribute what you can to the local Food Bank, although it is not a requirement. Your suggested contribution to the Food Bank is 10% of your crop. Collecting and delivering will be arranged by volunteers from the Garden. We hope that as many members as possible will agree to participate in a Garden-wide Gleaning program for the purpose of gathering crops to donate to the Food Bank.

8.

You have the responsibility to participate in the operation and maintenance of the Garden to insure the sustainability of our Garden: Attend two garden meetings per year (Spring and Fall); be responsible for reading the minutes of and information from all meetings which are emailed to all members after each meeting.

9.

Volunteering: Membership requires participation in projects to build and maintain the garden. You are expected to do what you are able to do with the understanding and trust that your efforts are needed and do make a difference directly or indirectly for everyone collectively. A sign up roster will be circulated for members to sign up for volunteer work. This will be posted for all members to see what each other are doing. Report your volunteer work to the Garden Coordinator or designee. Inactive members who are not volunteering will be contacted by Member Relations from the Garden Council, and asked to help with a specific project.

Members who do not volunteer after repeated requests will be asked by the Garden Council to resign their membership from the Garden and their membership fee will be reimbursed.

10.

You have a right to an orientation to your garden by the Garden Coordinator or other assigned garden office-holder such that you understand your responsibilities and rights involved in being a member of the garden, and such that you have a basic understanding of how the Garden is organized and operates.

11.

You have the responsibility to share equally in the expenses of the garden which are calculated on an annual basis. They include: water, repairs, liability insurance, common area supplies and equipment, and administrative fees. An annual “Dues”, formerly referred to as the “Water Bill” will be calculated and assessed per plot, based on previous year expenses and needs. The amount will be assessed by the Garden Council each year in the month of May. It is a pre-payment for the year, and is just an estimate. Should the fund be insufficient to pay for the collective expenses of the Garden, an additional amount will be assessed for each plot. Should it be in excess of expenses for the year, the balance will roll over into the next year and applied to the next year’s budget. Each member should submit their payment in a timely manner. Any hardships or difficulties with payment terms or amount should be addressed with the member’s Garden Council Rep, and together they can work out a suitable payment plan. A sliding scale for Dues will be offered to members who request financial consideration. Please let your Garden Coordinator or Garden Council representative know if you have a need.

12.

Please consciously conserve water. Hand water, or use a water conserving drip irrigation system. Informed use of a timer is recommended with adjustments for weather and season with recommendations from the Garden Council or designated person. Members should pay attention to any over watering in the garden, leaks, or timers on wrong settings, and generally be watchful for any wasted water anywhere in the garden, then promptly inform a representative from the Garden Council. Over watering is not allowed in the garden and warnings will be issued to plot owners who have been notified.

13.

Communicate and interact in a civil manner with fellow Garden members at the Garden, at Garden meetings, and through Garden sponsored electronic forms of communication. Please do not use any Garden forms of communication to promote or communicate topics unrelated to the Garden. Use of the Garden membership contact information for non-Garden related topics must be with the expressed approval of each Garden member who you contact. Sharing of our Garden member contact information is only for internal purposes and may not be shared outside of the garden without each member’s explicit agreement.

14.

Behavior expectations include: appropriate and inoffensive communication with fellow members, adherence to the policies of the Garden Agreement, active participation in Garden activities, prompt response when contacted by a member of the Garden Council, take responsibility for keeping up with publicized Garden news and information.

From rights stem responsibilities. Because you and your fellow gardeners have these rights, you also share a collective responsibility to insure the sustainability of the Community Garden. You agree that these responsibilities include things that are standard in all gardens and others that have specifically been decided by our community garden.

Collective Responsibilities:

- 1. To care for the land - active gardening is required.** Gardeners are responsible for promptly removing diseased or pest infested plants, fruits and vegetables, and disposing of them away from the Community Garden or surrounding area. Gardeners shall at no time plant or weed in any other person's plot, except as directed by the Garden Coordinator on garden work days or by prior agreement with that plot holder.
- 2. All plots should be maintained** in a manner acceptable to the elected representatives of the Garden Council. Maintenance includes soil care, planting, watering, weeding, harvesting and any additional garden upkeep. All aisles immediately surrounding your plot are considered part of your garden responsibility and must be kept free of weeds, trash and all obstacles. Keep aisles covered with wood chips.
- 2. Garden Coordinator will provide at least 7 days of advance** notice to Garden members prior to a Garden Work day.
- 3. Maintain your plot within its confines** without plants encroaching into common areas or other plots. No plants may be higher than 6 feet over soil level in plots. Beds may not be raised higher than 3 feet. No trees may be planted in individual's plots.
- 4. No altering** of the dimensions of a plot or of the surrounding area.
- 5. Keep common areas clear.** Help clear weeds and spread wood chips on paths surrounding your plot when chips are provided by the Garden leadership.
- 6. Be civil and cooperative in** regard to other gardeners, neighbors, and the public. Each Garden member represents the San Geronimo Valley Community Garden to the rest of the local community.
- 7. 'Organic Gardening'** practiced here. Abide by best organic practices. No herbicides or pesticides may be used, except for organic-based materials, such as iron phosphate for snail and slug bait.
- 8. It is every member's responsibility to look out** for the common good of the Community Garden and to be responsible for upholding our Garden policies even when it applies to any visitors in the garden. People who are non-members visit this garden daily and we as members need to acknowledge our role to insure that the Garden is respected by visitors according to our Garden policies.

9. **Sign the Waiver, Release and Hold Harmless Agreement** for the San Geronimo Golf Course and return to the Garden Coordinator. This must be completed, signed and returned to the Garden Coordinator by the new member before membership is valid and before he/she may commence any work or activities in the Garden.

10. **If you wish to choose someone to garden with you** in your plot, at the time you sign this agreement, that person must also sign this agreement and become a member.

11. **If you wish at any later time to share your plot with someone** you know, or someone on the Garden Waiting List, then inform the Garden Coordinator or your Garden Council representative of your intent before you allow a new person to work in your plot. Your new plot-mate needs to complete the membership form before they can begin gardening. His/her membership is linked to yours.

12. **Plot mates do not have the same plot ownership status** as the original plot owner and may not hand off their plot to anyone. Since Garden Coordinator/Garden approval is required for adding someone at a later date, If approved, the new gardener signs this agreement. Should you leave, your plot mate will lose his membership if he is not also already on the Garden Waiting List. We recommend that any new shared plot gardeners ask to be put on the Garden Waiting List.

13. **Plots cannot be given away** by you to anyone else. You may not “hand off” your plot to another member who has not been on the Garden waiting list.

14. **In case of illness, pregnancies, travel** or other special circumstances, inform your Garden Coordinator or Garden Council rep about your situation. If either party finds a temporary person to garden in your stead; this temporary person signs a temporary version of this agreement to end on a date of no longer than a three-month duration. The temporary person has the same responsibilities as you have normally as a member.

15. **Gardeners agree to respect the peace and quiet** of the area, and not behave in a disruptive manner . Children and guests should also be instructed to follow Garden policies, refrain from walking on garden plots, or damaging or taking plants, or fruits thereof, that do not belong to them or bringing in pets not on a leash. Please remove any deposits made by pets and be mindful of pets disturbing plots, urinating on food or plants, or digging. We respect other’s gardens and do not pick or take anything without their permission.

Children under age 18 must be supervised by an adult when in the Garden.

Music and sound should be restricted such that other gardeners’ peace is not disturbed. The Garden is a smoke free area.

16. **Trust your instincts** and know your gardening partners and neighbors.

17. **Inactive Plots:** “Inactive plots” (no gardening) which have received warning communication from the Garden Council or representative for a longer than 90 day period of inactivity will be reviewed by the Garden Council for cancellation of membership and refund of membership deposit. The process is the following: The Garden Coordinator shall notify non-active gardeners with a verbal, telephone or email warning and insure that the message has been received. “Non-active” shall be determined by feedback from three other community garden members. If active gardening does not resume within 30 days of warning, or the gardener has not responded to messages from the Garden Coordinator, or the garden member is not reachable, then a second written 30-day notice to resume activity may be issued by US mail, email and telephone. Frequency of warnings will be reviewed by the Garden Council and appropriate resolution decided by the Garden Council. Resolution may include: accommodation by arrangement for a temporary or permanent shared plot, cancellation of membership.

18. **The Garden Council** is a volunteer leadership committee which is elected annually (May) by the Garden membership. This governance committee oversees management of the Garden, outreach to members, collection of member dues, fundraising, coordination of the Garden’s operations and administration, and enforcement of the Membership Agreement. Garden Council members may serve multiple terms, but they are elected or reelected each year. This governance group consists of the following elected positions: Garden Coordinator, Treasurer, Community Liaison, Secretary, Member Relations Representatives (2-3). See Section B

19. **Leadership roles** are encouraged to insure the sustainability of the Garden. Besides volunteering on the Garden Council, Project Team Leaders are opportunities to volunteer which support the Garden’s needs on a project basis. Projects are proposed decided by the Membership at Member meetings using the system of “Design-Plan-Present” (see below).

20. **System for member participation** in future projects or additions to the Garden: “DESIGN-PLAN-PRESENT”. Come up with an idea, figure out what’s needed, then pitch it to the group for input and feedback. This will lead to organized approval of projects within financial means. For small suggestions or ideas, review with the Garden Coordinator first. (i.e. plantings or donations of things to put in the common areas.) Decisions of approvals will be by majority vote.

21. **Harvest of Common Area** crops shall be guided by policy decided by the Garden membership.

22. **Composting Guidelines** will be established by a “Composting Team”. They will publicize their guidelines for all members to clearly see in the Garden and to follow. A composting system will be utilized, shared and maintained by the Garden members.

23. **Garden members are welcome to have informal gatherings** and picnics with friends and family in the garden. No private parties are allowed – the garden must remain open during any event. You are responsible for the immediate clean up of any garbage and decorations. No fires are allowed in the Garden for fire safety reasons.

24. Leaving things in the Garden: If you have anything that you want to donate to the Garden, check first with the Garden Coordinator. However trash and garbage are not collected by a service. Please remove all garbage or debris that you bring into the Garden.

25. Coordinate all large deliveries to the Garden with the Garden Coordinator. An example is a delivery of a truckload of compost. No piles of delivered material may be left outside of the Garden gate for longer than 3 days, per our agreement with the Golf Course.

26. Reimbursements for any purchases or expenses for the Garden must be pre-approved with the Treasurer or Garden Coordinator. Proper receipts are required for all reimbursements.

27. All members are responsible for enforcing the rules, regulations and policies. If you see any individual breaking a rule, policy or regulation you should speak to them and/or notify the Garden Council or your Garden Council rep. The Garden Council reserves the right to revoke the membership of any member who repeatedly fails to comply with these rules, policies and regulations. Members will receive a verbal warning upon their first offense. A written warning will be issued after the second offense. If there is a third offense, the member may be asked to give up their membership.

28. In the case of a cancelled membership, a refund will be issued for the amount of \$180 which is equal to the membership deposit paid upon signing the Member Agreement. A prorated refund of Annual Dues may also be refunded at the discretion of the Garden Council. The SGV Community Garden is not responsible for any costs or expenses incurred or related to any improvements on any member's plot. Any materials left or abandoned on a plot after cancellation become the property of the Community Garden, unless the Garden Council expressly states that property be removed by the departing Garden member.

You understand that our community garden has additional specific arrangements that you agree to as a community gardener. These will be communicated in written form through email and posted on the garden website.

Guidelines for use and storage of tools and equipment guidelines.

Meeting attendance dates.

Collaborative projects, including participation in Food Bank Gleaning

Specific security measures.

Use of materials and supplies

Harvesting of common area produce

Future matters to be decided.

SECTION A

LIABILITY WAIVER, RELEASE, INDEMNIFICATION NECESSARY LEGAL STUFF

2.1

Awareness of Risk

You understand 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, the SGV Community Garden (or the owner of the property on which the Garden is located, or The San Geronimo Golf Course (referred to as “Landowner.”))

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 hazardous conditions may exist at the Garden and that other gardeners may be unskilled.

2.2

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. (In legal terms, you agree to “assume the risk.”) You also agree to give up (“waive”) any right you may have to sue or hold any member responsible for any claims you may have.

2.3

Medical Care Waiver

You give up any right to sue or otherwise attempt to collect money from (“waive and release any claim from”) the Released Parties arising out of any first aid, treatment, or medical service, social or emotional suffering, including the lack of such 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 SGV Community Garden or the San Geronimo Golf Course.

2.4

Indemnification

You are responsible for any damages or losses suffered by the Community Garden that are caused by your or your guests’ actions. (In legal terms, you agree to indemnify and hold the Released Parties harmless. The Released parties include: the San Geronimo Golf Course owners, officers, employees, and owners, and all San Geronimo Valley Community Garden members)

3.0

Termination of Lease

If the Landowner (San Geronimo Golf Course) terminates our Lease for the land where the Garden is located, your right to garden will end. The Landowner can terminate our Lease at any time. The Garden Council will notify all members if the Landowner terminates the Lease.

4.0

Entire Agreement, Severability and Modification

If any part of this Agreement is ineffective, the remaining portions of the Agreement remain in effect. Any revisions or changes to this Agreement have to be in writing and published to all members of the Garden, and acknowledged as received by each member via email confirmation or written on a paper document.

5.0

No Refund or Other Claims:

Gardeners under no circumstances will be entitled, directly or indirectly, to any refunds (except \$180 deposit), any direct, incidental, consequential, punitive, or other damages, any other forms of compensation from the SGV Community Garden or the owner of the Garden's land, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of termination from participation in the Garden.

6.0

No Limit on Sponsor Rights:

The process described in this Section does not limit or qualify a Gardener's obligation to comply with applicable law or the Rules; or limit the SGV Community Garden's right to notify and/or involve government authorities as it may determine.

SECTION B

GARDEN COUNCIL DESCRIPTION

This democratically elected volunteer governing body oversees and manages all aspects related to running the Garden in order to insure the sustainability of the Community Garden. It serves as a grievance and mediation body to hear conflicts and grievances, to mediate resolutions, and to make decisions. Should any issue be significantly impactful, the Council will seek input from all members of the Garden.

Its members serve the following roles: Garden Coordinator, Community Liaison, Member Relations, Treasurer, and Secretary.

Council members also each reach out as Representatives to assigned Garden members in order to communicate personally on topics, concerns, business, or other Garden related matters stemming from the Garden Council.

Garden members should contact their assigned Garden Council Rep when they have questions or need support.

GARDEN COORDINATOR

This job is responsible for coordinating the functions of the Garden including: organizing projects, communications, facilities, membership, administration organization, fundraising/grants, volunteering, Garden meetings, networking in the community, resolution of conflicts.

SECRETARY

This role works closely with the Garden Coordinator to assist in record keeping and communication including: posting on social media, content for webpage, maintaining Garden Bulletin Board, record minutes from meetings and distribute to members, manage eScript (a shopping rebate membership program), maintain membership contact information.

TREASURER

The Treasurer keeps records of expenses, income, donations, membership fees, water bill payments and water fund, and writes checks for garden expenses. Pre-approved expense receipts may be submitted to him for reimbursement.

COMMUNITY LIAISON

This person connects our Garden to the greater community through solicitations for sponsorships, collaborations, outreach, and publicity. If you want to solicit a local business on behalf of our Community Garden, please contact the Community Liaison first. If you have received a donation to the Garden, please let the Liaison know so that she can write and send an appropriate thank you and donation receipt. This is particularly important for donors to use our non-profit status as a tax deduction. The Community Liaison also participates in organizing Garden fundraising projects.

MEMBER RELATIONS

2-3 members of the Garden serve in this role to support communication and outreach to the membership, both listening to the needs of members, and disseminating information. They may conduct surveys, assist with membership voting, convey garden policies to Garden members and assist new members to learn how the Garden operates, including orienting new Garden members.

Should members need resolution/mediation or support, the assigned Member Relations Rep will intervene to resolve the conflict and may consult with the Garden Council for a decision. They may bring grievances or conflict issues to the Garden Council for assistance and a decision. Member Relations Reps, as members of the Garden Council participate in decision making and problem solving.

Your assigned Member Relations Rep will reach out to each member personally. To reach your Member Rep, an updated contact list of Garden members and their assigned Member Reps is provided to each member via email, and updated periodically.

SECTION C

MEDIATION AND GRIEVANCE PROCESS

Disputes and grievances unresolved amount to disruptions to the operation of the Community Garden, and pose a threat to the sustainability of the Garden's existence. Therefore every effort must be made to resolve any problems for the common good.

Gardeners will raise any disputes or grievances relating to the Garden, or involving fellow gardeners with their Garden representative, or any member of the Garden Council.

The Council will hear these disputes and grievances and will resolve them in the best interest of the Garden.

The Council may do the following depending on the impact of the problem to the Garden:

- A. Call the member and discuss the problem and necessary remedy.
- B. Send a warning letter(s) or email informing the member of the problem and the necessary remedy.
- C. Assemble a hearing meeting with the Garden Council and the member to listen and discuss the problem and needed remedy.
- D. Deliver a statement of intent to terminate membership
- E. Hear an appeal of a decision.
- F. Request the services of a consultant or outside service.
- G. Make a final decision and determination.

The Garden Council, by a 2/3 vote of the Garden Council may terminate a Garden member's right to participate in the Garden if it deems that sufficient effort of process has been invested in trying to remedy the issue after a sequence of escalating unsuccessful attempts at resolution: Verbal warnings, warning letters, statement of intent to terminate membership, a hearing, a decision.

With a vote of termination, the Gardener may appeal, and the Garden Council will reconsider its determination with a final determination. The member must abide by a final decision to leave the Garden according to the time line and terms decided by the Garden Council, including the removal of any materials of possession from the plot.

***You hereby have read, understand and agree to abide by the responsibilities
as stated in this current amended
San Geronimo Valley Community Garden Membership and Plot Agreement
finalized on March 21, 2016***

SIGNATURE _____

DATE _____

Name (Print) _____

Garden Address Plot # _____

Mailing
Address _____

Email address _____

Phone
numbers _____

MEMBERSHIP DEPOSIT \$180 for a full plot; \$90 for a shared half plot

Membership deposit is a one time fee to support the costs of setting up the garden which includes a water faucet to each plot. Members are responsible for any materials, equipment and supplies for use within their plot space, such as drip lines, soil, raised beds. This deposit amount is refundable should this agreement be cancelled. The Garden is not obligated to compensate members for any expenses relating to the improvement of their plot.

fill in the information below:

AMOUNT/check number _____ DATE _____

PAID _____