

# 2026 Avon Lake Community Garden

## Bylaws and Rental Agreement

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1. Email is the primary method of communication for the community garden. Our email is [ALcommunitygarden@gmail.com](mailto:ALcommunitygarden@gmail.com). Please add us to your contacts so we don't end up in your junk mail. Other communication channels include our Facebook page (Avon Lake Community Garden), our website (avonlakecommunitygarden.org) and US mail address Avon Lake Community Garden, PO Box 272, Avon Lake, OH 44012.  
**It is the responsibility of the gardener to notify us of changes of address, phone number, and email.**
2. The Avon Lake Community Garden (ALCG) is open only to Avon Lake residents.
3. Operating hours are sunrise to sunset. The garden is not supervised or monitored, however, assistance can be provided by the Avon Lake Police Department (933-4567) or via Emergency (911).
4. Both gates are locked to increase security in the garden. Each gardener will be provided the combination at the beginning of the growing season. Distribution of this number to non-members is strictly prohibited. **Please remember to lock the gate if you are the last person out of the garden!**
5. Children under 18 years of age must be accompanied by an adult. Please note, there are no restroom facilities on the premises.
6. Pets, smoking, vaping, alcohol and marijuana are prohibited within the garden confines.
7. The renter is responsible to enrich their beds by adding manure/topsoil/compost.
8. In addition to providing garden essentials (such as plants, seeds, and mulch), the costs of maintaining and repairing the raised bed(s) are the responsibility of the renter.
9. ALCG is an organic garden. The use of **non-organic products** such as but not limited to, Preen, Roundup, Sevin, Miracle Gro or other non-organic weed control, pest control and fertilizer etc. is **strictly prohibited**. Pesticides are restricted to insecticidal soaps and botanical oils.
10. Garden paths must be kept clear of all obstacles including, but not limited to bikes, carts, cages, wagons, wheelbarrows and tools. Hoses may be used but must not cross any other plots to avoid damage to other members' vegetation. Hoses may not be stored on-site (to include the shed).
11. The ALCG is not responsible for tools or personal property left unattended on the premises. Garden tools are available in the garden shed; they must be cleaned and replaced upon leaving the premises.
12. Each gardener is responsible for the maintenance of their garden and all the adjacent walkways. This includes keeping walkways and plots clear of weeds and overgrown vegetation. Failure to do so may result in forfeiture (*reference bylaw 23*). **All trash must be bagged and taken home with the gardener. There is no trash pickup in the garden except on designated workdays.**
13. Anyone unable to work his/her garden for a period of two (2) weeks or longer is asked to contact a garden Board member. You **may not transfer your plot** to another person without express consent of the Board.

14. Fruit and vegetables found to be overripe on the vine may be harvested at the discretion of the Board and donated to CRS. Anyone wishing to donate their own produce to CRS should do so on Mondays or Tuesdays at CRS 33479 Lake Road. Donations of produce are greatly appreciated!
15. No gardener is permitted within the plot of another gardener or to harvest crops without the express consent of the gardener. **Violators will be permanently removed from the community garden.**
16. Plants on the Ohio Invasive plants list may not be grown including but not limited to raspberries, morning glories, corn and mint. Sunflowers are permitted but must be below 5' in height. Trellises are permitted, but they shall not shade the neighboring plot(s). Marijuana cannot be grown in the garden as it is on Avon Lake School property.
17. The annual rental fee for a garden plot from March 1, 2026, to March 1, 2027, is \$35.00. The bed size is approximately 4'×12' or 5'x10'. Sizes may vary. Confirmation of your rental plot number(s) will be completed via email.
18. To keep the same plot(s) for succeeding years, the rental fee and signed waiver must be received by March 1, 2026. New gardeners will be permitted to rent one (1) plot initially. Once the waiting list has been depleted, any remaining plots will be offered to gardeners desiring a second plot. Gardeners will be permitted a maximum of two (2) plots unless grandfathered in as of January 1<sup>st</sup>, 2020.
19. If a plot is unplanted by June 7th, the right to plant will be forfeited unless the Board is contacted beforehand with a valid reason. No warnings will be issued. The fee is not refundable. The plot will be reassigned, and the new gardener shall pay the regular \$35.00 fee.
20. In keeping with the intentions and meaning of a community garden, each gardener is asked to donate a minimum of **five volunteer hours** toward the overall operation and maintenance of the garden.
21. By the end of the season, (November 15, 2026), gardeners are required to remove all materials from their plots, including, but not limited to, plants, pots, wire cages and stakes. Such material cannot be stored in the shed. Any material left over may be discarded at the discretion of the Board. Under extenuating circumstances approved by the Board or Grounds Chairperson, the deadline may be extended. Gardeners who plant fall crops are asked to place a red stake in their garden(s) to identify the exceptions. Red stakes are in the shed. Please ensure any winter ground covers are securely anchored. No warnings will be issued for failure to clean out garden plots.
22. A quorum at membership meetings defined as 10% of the general membership.
23. Not abiding by any of the bylaws may result in the following (except for items 15, 19 and 21):
  - 1<sup>st</sup> offense:*** Written warning via email; if, after five days have passed, the issue has not been corrected, another email will be sent out
  - 2<sup>nd</sup> offense:*** Written warning via email; if after ten (10) total days the garden bed(s) or adjacent walk areas are still in violation, the plot(s) will be forfeited

***On the eleventh (11<sup>th</sup>) day the garden bed(s) will be taken over by the community garden organization.*** This decision will be final and binding. An email notifying the ex-gardener of the forfeiture will be sent out by the Board. Once your plots are forfeited, renewal in the subsequent year will not be permitted.
24. It is the function of the Board of Officers to enforce the bylaws of this rental agreement.

## **Assumption of Risk, Waiver and Release**

I am fully aware of the fact that there are special dangers and risks inherent in this activity, including, but not limited to the risk of serious physical injury, death, or other harmful consequences that may arise directly or indirectly to me from my participation in this activity. Being fully informed as to these risks and in consideration of my being allowed to participate in school and city sponsored activities, I hereby assume all risks or injury, damage, liability and harm to myself and any minor child I may bring into the garden arising from such activities. I, also, hereby individually and on behalf of my heirs, executors, and assigns, release and hold harmless the City of Avon Lake, Avon Lake City Schools, Friends of the Park in Avon Lake, Avon Lake Community Garden Committee, City officials, employees, agents and/or property owners and waive any right of recovery that I might have to bring claim or lawsuit against them for any personal injury, death, or other consequences occurring to me arising out of my occupancy and/or use of the community garden.

**I have received and read a copy of the 2026 Avon Lake Community Garden By-Laws and Rental Agreement and agree to comply with the rules stated within.**

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

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

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

Phone: Cell: \_\_\_\_\_ Home: \_\_\_\_\_

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

***Please read, sign, and mail this entire page with your payment.  
Plots will not be assigned until both are received.***

- Make checks payable to “Avon Lake Community Garden” and mail to:  
**Avon Lake Community Garden, PO Box 272, Avon Lake OH 44012**
- **Venmo** @ALcommunitygarden
- **PayPal** search under **charitable**: “Friends of the Park in Avon Lake, Avon Lake Community Garden”
- If you choose to pay electronically, you still must **sign and send the waiver** either by mail or via e-mail **ALcommunitygarden@gmail.com**

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