



**Central Saanich Community Gardens
Terms and Conditions
June 2nd, 2021**

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1. Terms and Conditions for the Operation of Rented Garden Beds

As amended June 3rd, 2021

Summary

2. Membership Eligibility:

- Membership to the Society (as defined in the bylaws) is open to all. Members must be residents of the District of Central Saanich to apply for a bed. People can apply for membership through the membership form on the website at www.csggardens.org or request a membership form via email.
- An annual, non-refundable \$10 fee is required for membership in the society.
- A member can apply to rent a garden bed for a calendar year from January 1st to December 31st.
- A member, in good standing, is entitled to one vote. Regardless of how many beds are leased, the member will retain only one vote per household.

3. Bed Assignments & Availability

- The Society will determine the allotment of garden beds, as well as ensuring that the terms and conditions below are adhered to by all members. Additional considerations and feedback will be heard from members at monthly membership meetings.
- When beds become available, the Society will reassign vacancies as follows;
 - a. Right of first refusal will be given to current lessees in the order that their written transfer requests were received.
 - b. All other vacancies will be offered to new members in the order that their written applications were received.
 - c. Notwithstanding the above, upon the death or illness of a member, the bed shall first be offered to the spouse or a family member currently working on the bed, or that has been specified on the member application form.
- In order to provide Beds for as many gardeners as possible, a maximum of one bed per household shall be allowed until all applicants have been assigned a bed. The waitlist takes precedence over members desiring an additional bed. Surplus beds may be leased to current bed holders for one year only and shall be assigned at the discretion of the Society.
- Beds may not be subleased.

- One bed is donated permanently to the Boys and Girls Club of Central Saanich.

4. Lease Agreements

- A one-time, non-refundable \$10 fee is required for membership in the Association and to rent a Bed, allowing one vote per membership, per household.
- Beds will be leased from the Society for the period of one calendar year (January 1 – December 31) at a rental fee of \$ 100 (subject to annual revision). Rental payment shall be made to the Treasurer before January 1st. After this time, the Association reserves the right to reassign Beds without further notice. No bed will be registered to the member or cultivated until the annual fee is paid.
- Beds must be returned to the Society in a clean state at the end of the contract or at the cancellation of a lease. A refundable deposit equal to the current lease rate for the bed will be collected for each garden bed. This deposit will be returned, when the bed is vacated in a weed-free and in a reasonable condition.
- Beds must show some activity by the first Tuesday following the May long weekend. Lack of activity may result in the cancellation of the lease. Bed lessees will be contacted prior to cancellation. Should the lease be cancelled, rental fees may be refunded, on a prorated basis, if another lessee can be found. Extraordinary circumstances must be reported to the society by May 1st. The board will consider all submissions by the next scheduled meeting after May 1st.
- Beds must be cleared by November 1st and temporary structures, such as bean poles and trellis arrangements, must be dismantled and securely stored. Exceptions may be approved by the Society. Actively growing winter crops or perennials may remain providing that the beds are actively maintained. Water will be turned off on November 1st.

5. Bed Maintenance

- Identification posts (bed numbers) for each bed must be always left in position.
- Structures other than bean poles, trellises and tomato cones are not allowed. Allowed structures may not exceed fence height.
- Plastic (sheets), tires, treated wood and items made of glass must not be used on the garden site.
- Our garden is managed organically, use of biocides/pesticides are not permitted. Natural soil enhancements, such as bone meal, is permitted. If you are unsure, please check with the garden coordinator.

- Due to the Golden Nematode Order no plants grown outside of the gardens shall be brought into the gardens unless the plants have been commercially bought or were started indoors using store bought growing media. In addition to this, no backyard soil or compost is allowed into the gardens. For more information regarding this Order please see the Golden Nematode Order for Central Saanich at <https://laws-lois.justice.gc.ca/eng/regulations/sor-80-260/fulltext.html>
- Bed holders must actively maintain their beds throughout the growing season and not permit excessive weeds, grasses, and other invasive plants to grow within their beds. Gardeners must reasonably deter mature plants going to seed. Seeds must be kept within beds so as to not contaminate adjacent beds or common areas.
- Beds may be cultivated to the limit of the bed area but common pathways between beds must be kept free and clear of objects.
- Growing structures (for both winter and summer crops) must be secure and stand at a maximum of 6 feet in height, not exceeding fence height.
- Cannabis plants are not permitted.

6. Water

- No unattended or overnight watering. Hoses are to be disconnected after each use. Sprinklers are not allowed, hand watering only.
- Leaseholders must obey municipal and regional water restrictions.
- In the case of damage to the water system, or apparent leakage, turn off the water supply, notify the garden coordinator immediately by phone, text message. Check bulletin boards to see where to turn off water systems.
- In an effort to deter pests, please do not leave any standing water in watering buckets or cans, plant pots, etc. Turn them upside down.
- Water cost is included in the annual fee.

7. Composting and garbage

- All fruit and vegetables grown in the beds can only be composted in the tumblers and anything else that can attract wildlife.

- All brown and green matter (grass clippings, leaves, stems, roots etc.) can be composted in the larger compost bins supplied in the common area.
- Anything that is meat, fish, or otherwise not grown in the gardens cannot be composted in the gardens. Take this back home. This also applies to anything that attracts wildlife, like seeds.
- Close the compost bins and tumblers properly at all times to prevent attracting wildlife.
- Refer to the bulletin board for specific rules about what can and what cannot go into the compost.
- Pack in what you pack out. Do not throw garbage that does not come out of the gardens in the bins.

8. General Rules & Expectations

- All Central Saanich and CRD regulations governing the garden and its uses will be respected.
- In the interest of security, the gardens must be vacated from sunset to sunrise, and children must be closely supervised when on site.
- The last gardener must check that the tool library and shared equipment is locked up and stowed properly before vacating the gardens
- The use of power tools is only permitted after explicit permission from the garden coordinator or board members.
- Burning is not permitted at any time.
- Plants or produce cannot not be sold on site due to zoning.
- Vehicles of visitors must be parked in the parking lot located adjacent to the Boys and Girls Club. Parking on Lucille Drive is not permitted.
- No vaping, smoking, alcohol, or drug use on-site.
- Pets are not allowed on the premises, except for service or assistant dogs.

- Children must be supervised at all times while on the garden property, including the adjoining green space outside the fenced area.
- The Society is not responsible for loss or damage to crops or personal property within the garden site.
- All beds are subject to periodic inspection by the society.
- Members are entitled to the free and unrestricted use of communal equipment owned and maintained by the Society, but only within the gardens, provided such equipment is operated safely, cleaned after use, and returned to the designated storage area. Members may be subject to the cost of replacement of communal equipment. Equipment use is on a first come first served basis.
- Members are prohibited from bringing flammable and explosive material or equipment onto the premises.
- Report theft, vandalism, and unusual activities to the garden coordinator.

9. Enforcement

- Members will be required to relinquish their beds if they or any of their partner(s) involved in sharing the operation of their garden Bed:
 - a. Fail to abide by the Lease Agreement they have signed,
 - b. Fail to maintain their beds by allowing excessive weed growth, the accumulation of old wood, garbage, and/or garden debris,
 - c. Interfere with other bed holders by overwatering, or allowing plants or garden material to encroach onto the paths of neighboring gardens,
 - d. Behave in such a manner as to endanger the safety of neighbors or to interfere with the rights of other members,
 - e. Fail to maintain an organic garden where the use of fungicides, pesticides is prohibited
 - f. Fail to garden their own bed.
- The Executive Committee or its designate shall notify members by telephone or email when they are in violation of the regulations. The notification will indicate the nature of the violation and specify the remedial action and the deadline for such. Failure to comply within 14 days will result in termination of the leaseholder's agreement, and the bed will be reassigned.
 - Appeal: The Executive Committee will acknowledge and accept appeals, in writing, by digital means, whereas a member wishes to appeal an enforcement action. The member should submit all relevant supporting documentation and evidence for consideration by the Executive Committee.
 - The Executive Committee's decision following an appeal is final.