

## **2016 Membership Agreement Java St. Community Garden**

**This agreement will be updated and provided to each member every year. This agreement pertains to the entire garden. Individuals must sign this agreement to receive a growing space in the Java St. Garden.**

### **General**

1. Contact Information. The garden must have your address, telephone number and email address in order to facilitate communication. If your contact information changes, call or email the garden.
2. Never leave the garden gate open when the garden is unattended
3. Keep the combination number for the lock confidential, do not share the combination number with anyone
4. Make sure the chain is tight and the gate is flush with the fence when you lock-up
5. Members are required to attend a minimum of two quarterly meetings per year
6. Members are required to attend a minimum of four monthly volunteer days (second Saturday of each month, April – November).

### **Monitoring Duties:**

1. You must commit to monitor the garden during posted open hours for a minimum of four hours per month (that could be during one hour shifts any day of the week.)
2. Monthly calendars will be closed two weeks before the start of the month and your day/time locked in. All members of the Steering Committee are volunteers and do not have the capacity to manage scheduling changes, so if you need to change your hours, you must arrange for another member to cover your hours, but be certain that they will be there as you will still be held accountable for those open hours. In other words, if they do not show or are not there for the full posted open hours, it will reflect on your membership agreement.
3. During your monitoring hours, please make sure to greet anyone coming into the garden, answer any questions you can or send people to the

email address if you can't answer their questions. You are not required to do any other work. You may work on your own raised bed, work on one of the garden project, or just chill.

4. Volunteer day monitoring hours are reserved for Steering Committee members. Steering Committee members are already devoting additional hours every week throughout the year to help administer the garden with no additional benefit. And it is a requirement that one be on duty for each volunteer day, therefore, kindly reserve monitoring slots on volunteer days for the Steering Committee (highlighted & noted on the sign-up sheet)

Note: During and after heavy rains or after heavy rains if the garden is flooded (ground is all mud) you may close the garden. During thunder storms, windstorms or other extreme weather events, you **MUST** close and vacate the garden.

### **Revocation of membership**

1. When a member's rights are revoked, a member must forfeit their right to access the garden, any keys or tools, and their assigned planting area. The member will be given one week to remove their plants and personal property. After that time, all materials will be property of the garden. Personal property expressly excludes crates, raised bed frames, soil, and mulch whether provided by the garden or not.
2. Reasons for membership revocation include but are not limited to
  - Failure to attend at least two of the quarterly meetings
  - Missing, arriving late or leaving early any of your designated open hours
  - Failure to attend to the assigned planting area as evidenced by dead plants, overgrowth of weeds, empty planting box
  - Non-adherence to garden rules

### **Obligation of Gardeners**

1. Assignment of planting areas is on a first come, first served basis beginning with the first general meeting of each year.

2. Raised Beds, when available, are available to official Members only (those who have signed the current, annual membership agreement).
3. Other growing options are available to official Friends (those who have confirmed their agreement to the rules and obligations via email)
4. Planting areas are assigned on an annual basis, Members and Friends one year should not assume they will receive the same planting area the next year. Continuing stewardship of a planting area is neither expressed nor implied.
5. Raised bed frames, crates and other planting media as well as soil, compost and mulch remain the property of the garden and not individuals. Any of these brought into the garden should and will be considered donations to the garden.
6. Plot maintenance: Each gardener is responsible for the maintenance and upkeep of their assigned growing space. Watering, weeding, harvesting and any other garden related maintenance are all the responsibility of the individual assigned the growing space.
7. The cultivation of dangerous or illegal plants is prohibited (e.g. poison ivy, poison mushrooms, etc.)
8. **Poison Free: Absolutely no chemical herbicides, fungicides, larvacides, pesticides or fertilizers** may be used (e.g. round-up, miracle gro, etc.). Gardeners may use plants or natural deterrents and amendments (e.g. garlic/hot pepper spray, marigolds, organic compost)
9. All raised beds and planting areas must display the current assigned steward's name either by taping, or planted flag. Please do not write on the bed or crate frames.
10. At the end of the growing season, each gardener must clear their growing space of all plant material
11. Tools and supplies are for communal use but must be placed back in their proper spot after use
12. Gardening spaces may not be sold, sublet, or gifted to anyone

### **Rules of Conduct in the Garden**

1. Be safe – be cautious while working in the garden and watch out for others who may be in the garden with you
2. During thunderstorms, windstorms or extremes of weather, everyone **MUST** vacate the garden. The garden may be closed during heavy rains or if the ground is flooded for the safety of visitors and preservation of the garden environment.
3. Never leave tools lying down on pathway, always return tools to their rightful place as soon as you are finished using them
4. No littering, gambling, smoking, alcoholic beverages (outside of legal events), bike riding, advertising
5. No loud radios or music outside of permitted events, no construction or other activities that create loud noises permitted except from 10AM – 5PM
6. No pets are allowed in the garden  
Children are permitted under the supervision of their parent(s)
7. Do not remove supplies or plantings from the garden, unless they are yours and yours alone.
8. Do not touch individuals raised beds or crate without their express permission. The exception: if a planting crate is in a pathway, it may be moved out of the way, but please move it to another sunny spot.
9. Be conservative when harvesting from the communal plots, take a handful of herbs, lettuces or tomatoes and leave some for others
10. Do not make alterations to any of the common areas without the clearly expressed permission of the On-Duty Member (open hours monitor).
11. Follow all posted signs for proper usage of equipment or harvesting in communal beds
12. A Non-threatening Environment. Anyone who makes a threat against another person's physical well-being can be immediately banned from the garden.
13. When a gardener believes a rule has been violated and cannot amicably resolve the issue with another gardener, this should be brought to the Steering Committee's attention. The Steering Committee will review the dispute and if warranted the garden will issue a warning to

the gardener. This warning will be made public to the entire membership of the garden.

14. The garden will attempt to resolve all disputes (including the use of a third-party mediator and additional meetings), but with the third warning the gardener will lose his or her plot and access to the Java St. Garden permanently

By signing up via the Google Form, I agree to the Rules, Obligations, and information outlined above in the Membership Agreement. **If I fail in these obligations or break the general rules of conduct for the garden, I will receive no more than two warnings regarding violations before being required to either attend mediation or forfeit my access to the garden and my assigned growing space.**

In consideration for participating in activities at or of the Java Street Garden and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Java Street Garden, its officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a

result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.