

Commonplace Community Garden Rules

This document contains the rules governing Commonplace Community Garden (“Garden”). The Commonplace Community Garden Rules (“Rules”) are intended to help cultivate a healthy community, produce flourishing gardens, and ensure the Garden is a good neighbor. Each Garden Participant (“Gardener”) must sign a legal agreement with the Garden agreeing to comply with these Rules.

BASICS

Spring Mountain Bible Church (“SMBC”) owns the Garden’s land and guides the Garden Board and Garden Manager(s) in administering these Rules.

The details regarding growing season, application process, and fee are included in the Community Garden Application for the relevant year.

COMMUNICATION AND DISPUTE RESOLUTION

Communication:

The Garden Manager(s), Garden Board, and SMBC has the complete authority to interpret the Rules and make decisions. The Garden Manager(s) are the official point of contact for Gardeners.

Garden Manager(s) will post their contact numbers and email addresses on the announcement bulletin board in the Garden. SMBC office hours are Tuesday-Thursday, 8:00am-4:30pm. Phone: 503-698-2864. Email: office@springmountain.org.

Gardeners are encouraged to share ideas with and suggest Garden improvements to the Garden Manager(s) and to attend Garden meetings. Gardener involvement is important; Commonplace Community Garden seeks to create a sense of place and cultivate real community by maintaining a garden that provides space to learn and grow together.

A current copy of the Rules and a list of Restricted Plants, will be posted online at www.commonplacegarden.com.

Garden Board and Gardeners will not use any personally identifiable information, including Gardener’s name, email address, telephone number, or street address, for purposes other than Garden operation. Gardeners will be asked for permission to use their names or photographs before they are used for publicity purposes.

Dispute Resolution:

Gardeners will raise with the Garden Manager(s) any disputes about the Garden or fellow Gardeners. The Garden Manager(s) and Garden Board will have the power to hear these disputes and will resolve them in the best interest of the Garden.

Violating any of these Rules is cause for a Gardener to lose their right to participate in the Garden. If a Gardener violates any Rule:

1. A Garden Manager will notify Gardener of the violation verbally, by email, or by phone call.

2. Gardener will have one week from notification to correct the violation.
3. If the violation is not timely corrected, as determined by a Garden Manager in its discretion, the Garden Board may, at its discretion, terminate the Gardener's right to participate in the Garden.
4. After termination, Gardener will have one week to harvest and clean up the plot.

Notwithstanding the above process, the following conduct may, at the Garden Board's discretion, result in immediate termination of the Gardener's right to participate in the Garden:

- Endangering other Gardeners, neighbors, or other individuals;
- Taking or using another Gardener's tools, supplies, or produce without permission;
- Using alcohol, tobacco, marijuana, or illegal drugs in the Garden;
- Growing illegal plants;
- Carrying, using, or storing firearms in the Garden; or
- Encroaching on Garden neighbors' property.

If a Gardener's right to participate is immediately terminated, the Gardener must leave the Garden by the end of Garden hours on the termination day and must not reenter without Garden Board's permission.

The process described in this section does not limit or qualify:

- Garden Board or SMBC's ability to enforce its rights under these Rules;
- Gardener's obligation to comply with applicable laws or the Rules; or
- Garden Board or SMBC's right to notify or involve government authorities as it may determine.

Upon termination for any reason, a Gardener will promptly return any Garden property. Terminated Gardeners are not entitled to any refunds or other payments from the Garden. Gardeners under no circumstances will be entitled, directly or indirectly, to any refunds, any direct, incidental, consequential, punitive, or other damages, any other forms of compensation from the Garden or SMBC, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of termination from participation in the Garden.

GARDENING

Gardeners use this Garden at the sole discretion of Commonplace Community Garden and agree to abide by its Rules.

Plots:

Gardeners will use only the plots assigned to them by Garden Board. Gardeners cannot assign use of their plot to a different individual.

Gardeners will not expand their plots or infringe into paths, other plots, or common areas. Gardeners will trim and keep all their plants within the limits of their garden plots and will not allow any plants to grow more than five feet high. Gardeners will not allow their plants or trellises to shade other Gardeners' plots.

Planting:

Gardeners may plant vegetables, fruits, and flowers, within their plots. Invasive and illegal plants are not allowed. See the Restricted Plants list for a list of prohibited plants.

Watering:

Gardeners are responsible for watering their own plots. Gardeners will not overwater their plants or leave a hose unattended. Soaker hoses are not allowed. All water must be turned off and hoses wound up when exiting the Garden. The cost of water is included in the cost of plot use, so overwatering may cause the cost of plot use to increase the following year.

Weeding and Upkeep:

Gardeners will maintain their plots with limited weeds and will not allow flowering weeds. Gardeners will swiftly treat plants showing signs of disease and remove badly infected plants.

Gardeners are solely responsible for planning and managing their plots, including providing their own seeds, plants, fertilizer, compost, mulch, and tools. The Garden may receive donations and grants to purchase materials; these will be shared materials will be shared amongst all Gardeners.

Gardeners will not use any power tools—such as those requiring gasoline, batteries, or electricity—without prior approval from Garden Board.

Gardeners will not abandon their plot. If a Gardener will be unable to tend their garden for a period of 10 or more days, they must let a Garden Manager know in advance and should arrange to have another Gardener tend the plot. If a plot appears abandoned or untended, a Garden Manager may treat this as a Rule violation, subject to the process described above.

Organic:

Gardeners will garden organically. Use of compost, organic mulch, and hand weeding is always acceptable. All herbicides and pesticides, even those labeled “organic,” are prohibited. The only chemicals allowed are:

1. Baking soda spray for powdery mildew;
2. Iron phosphate slug bait; and
3. Insecticidal soap for aphids.

Gardeners must receive Garden Manager approval before applying anything not on the above list.

Waste:

All trimmings and over-mature produce must be placed in the yard debris cart or removed from the Garden. There is only one yard debris cart for the entire Garden, so Gardeners who have the ability are encouraged to take trimmings home.

Composting is not allowed at the Garden.

Gardeners will haul and dispose of their own trash.

Gardeners will place unwanted rocks, stones, and asphalt into the designated Rock Pile.

Gardeners will not leave personal property at the Garden. The Garden Board can keep and sell personal property left on a plot after a Gardener loses the right to participate.

Guests:

Gardeners may bring guests, including children, into the Garden, provided the Gardener accompanies and supervises the guests. Gardeners will ensure their guests follow these Rules and will be responsible for their behavior. Guest violations of these Rules are treated as

violations by the Gardener. Pets are not allowed, except for service animals with Garden Manager prior permission.

Respect:

Gardeners will respect other Gardeners and will not use abusive or profane language. Gardeners will be civil, honest, and cooperative in dealing with other Gardeners, Gardeners' guests, Garden neighbors, Garden Board, and SMBC.

Gardeners will not enter other plots, use another Gardener's tools or supplies, or harvest another Gardener's plants, without the explicit permission of the other Gardener. Gardeners will not take anything from the Garden that is not rightfully theirs.

Gardeners will not listen to music or the radio loud enough to be a nuisance to other Gardeners or Garden neighbors. Gardeners must be extra quiet in early mornings or late evenings.

No fires are allowed in the Garden.

No firearms, no alcohol, no tobacco, no marijuana, and no illegal drugs are allowed in the Garden.

Gardeners must comply with all applicable local, state, and federal laws.

OTHER PROVISIONS

Changes in the Rules:

Garden Board may amend these Rules in its discretion without advance notice. Gardeners will be provided with a copy of the current Rules. Gardeners may propose Rules for the Garden Board consideration.

Waiver:

Any waiver by the Garden of these Rules must be in writing and signed by a representative of the Garden Board. Failure, neglect, or delay by the Garden Board at any time to enforce the provision of these Rules will not be considered a waiver of the Garden Board's rights under these Rules. Waiver of any breach or provision of these Rules or failure to enforce any breach or provision of these Rules will not be considered a waiver of any later breach or the right to enforce any provision of these Rules.

Release Agreement (Giving Up the Right to Sue):

I/We (Gardeners), fully recognizing the dangers and hazards inherent and which may arise in this activity and in consideration for participating in Commonplace Community Garden during 2017, voluntarily:

1. Agree to assume all of the risk and responsibilities in connection with participation in Commonplace Community Garden;
2. Agree to authorize Spring Mountain Bible Church and Commonplace Community Garden, its employees or agents to render or obtain such emergency medical care or treatment as may be necessary should any injury, harm, or accident occur while participating in Garden activities; and
3. Agree, for themselves, their heirs and personal representatives, to release, defend, hold harmless, indemnify, and forever discharge Commonplace Community Garden and

SMBC, their officers, agents, employees, insurers, successors and assigns, from and against any and all claims, demands, actions, or causes of action on account of any damage to real or personal property or any personal injury or death that may result from participation in Garden activities. *This agreement applies to any claim even if caused by negligence.* This agreement does not apply to intentional misconduct or gross negligence on the part of Commonplace Community Garden and SMBC, its officers, agents, or employees

My signature below certifies that I have read and understand the Commonplace Community Garden Rules, including the Release Agreement, and agree to comply with the Rules stated above for participation in the Commonplace Community Garden. I/We understand the terms herein are contractual and not mere recital.

Signed: _____ **Date:** _____
Gardener signature

Signed: _____ **Date:** _____
Signature of Parent or Guardian if participant is under 18 years of age

Approved: _____ **Date:** _____
Garden Board representative signature