

ORANGEVALE GRANGE GARDEN PROJECT GUIDELINES AND AGREEMENT

Hours of operation: Dawn to dusk, or as posted. **"Last Person Out Locks the Gates"** Family members and visitors are welcome to the Orangevale Grange Garden Project (OVGP) The OVGP is an environmentally friendly site. These guidelines are subject to change.

- 1. **Membership:** Membership is open to all interested persons. Membership is on an annual basis from April through March of each year. All raised beds, ADA double raised beds, and in-ground plots (from here referred to as plots) rent for:
- Grange Members: \$35 per garden year or \$25 for ¹/₂ year (Oct-March).
- Non-Grange Members: <u>\$45 per garden year or \$35 for 1/2 year (Oct-March)</u>.
- All Members: **\$25 refundable plot cleaning fee**. Fee will be return if member cancels or does not renew, and all debris is removed and plot is left in good working order. Fee is forfeited if lease abandons, is terminated for cause. does not renew lease agreement.

Plot assignments cannot be transferred, exchanged, or sublet to another person. A member can rent up to 2 garden boxes (plots). More than 2 plots must be approved by garden committee. Plot fee is due before April 1st and will be considered late after April 1st of the year. A \$10 late fee will be assessed after April 1. Any gardener may lose their plot that has not turned in their appropriate fee AND waiver within 15 days of due date.

2. **Membership Volunteer Commitment**: Members agree to volunteer 12 hours per year by (a) maintaining a particular area of the garden; (b) participating in garden work days, and/or (c) serving on at least one committee during the garden year (4/1 - 3/31); (d) attending classes at the garden; and (e) serving in an administrative capacity. Member agrees to document all volunteer hours on the Garden's Volunteer Hour form each month.

3. **Plot Maintenance**: Upon a plot assignment, members agree to begin maintaining plot(s) within 30 days and agree to keep plot(s) and a 2' perimeter around the plot(s) weed and litter free. During long absences, members agree to plan for plot care. Planting of tall crops or trellis supports should not shade neighboring plots. Plants must not block the aisles. Trailing vines must be trellised. No permanent structures are allowed.

4. **Membership termination**: Members agree to clean out plot(s) when membership is terminated for any reason. Failure to comply with garden Guidelines may result in advisories and/or termination. Membership termination may result for the following reasons:

- a) Failure to comply with the OVGP Plot Holder Guidelines
- b) Failure to comply with By Laws of the OVGP
- c) Failure to coordinate all actions, activities, or events concerning the OVGP without authorization of the Board of Directors.
- d) Theft of OVGP personal property
- e) Pilfering of another member's garden plot
- f) Willful destruction of OVGP personal property
- g) Malicious verbal, written, or e-mailed defamation of the garden or any member of the garden

Process of Member Termination:

Two warning letters followed by a formal letter of termination signed by the Chairperson and two Board Members shall apply to actions (a), (b) and (c) as stated above

An immediate formal letter of termination signed by the Chairperson and two Board Members shall apply to actions (d), (e) (f) and (g) as stated above.

5. Hours of Operation: Dawn to dusk

6. **Security/Safety**: Please ensure that all sheds and gates are locked when leaving the garden. Do not give the gate lock combination to anyone. If vandalism or theft occurs, notify the maintenance coordinator. Emergency numbers are posted at the garden's gate. Be proactive. Question unfamiliar people and activities. No unleashed pets, smoking, alcohol, or glass containers are permitted.

7. **Visitors**: Family members and visitors are welcome. Visitors and children under sixteen (16) should be accompanied to ensure that they abide by the Garden guidelines. Members are responsible for visitors.

8. **Conflicts:** Any conflicts among members should be referred to the Garden Board of Directors.

9. **Organic Preference**: We are an environmentally friendly garden. Non-organic pesticides, weed repellents, herbicides, and black sheet plastic should be used as a last resort. Non-organic chemicals cannot be stored in the sheds.

All watering shall be done with automatic shut off nozzles attached to the end of the hose. Mulch with leaves, straw, wood chips and/or grass clippings to reduce water evaporation. Unattended watering is not permitted without a timer. All timers must be approved by the Garden's Maintenance Coordinator prior to installation. Make sure all faucets are off and hose nozzles are cleared of water when you leave the Garden. Notify the Maintenance Coordinator of any leaks, faulty nozzles, or hoses immediately.

11. **Tool Care**: Borrowed tools should be cleaned and returned to the shed after use. OVGP tools may not leave the Garden property at any time.

12. **Plant Restrictions**: No illegal, invasive (mint, morning glory, etc.), or permanent (perennial) plants (artichokes, rosemary, etc.) are allowed in raised plots. Container plants are not allowed in pathways or between plots.

13. **Composting/Recycling:** All composting shall be placed in a designated composting area and shall be cut into 4 in. x 4 in. pieces. All diseased or infested plants shall be disposed of in the City green waste (gray bin) containers. All plastics, paper, and cans shall be disposed of in the City recycle (green bin) containers.

14. **Garden Workdays**: Notification of the date and time of all designated work days will be posted and e-mailed to all gardeners by the board president or any board member at least one week in advance of the work day. Time spent on Garden workdays shall be credited to required volunteer hours.

15. **Garden Meetings:** Garden meetings may be held at various times throughout the garden year. All gardeners will be advised, at least a week in advance, of any garden meeting and attendance of the meeting will count toward volunteer hours.

16. **Laws/Ordinances/Lease**: Garden members agree to abide by all applicable laws and ordinances and the terms of the Garden's lease with the Orangevale Grange. The Orangevale Grange requires that the garden will not be used for commercial purposes. Common sense and decency shall prevail in all situations.

Noncompliance with these Guidelines may result in membership termination, as determined by the Garden's Board of Directors. Member compliance with the above Guidelines will help everyone have an enjoyable prosperous garden.

INDEMNIFICATION: In consideration for being permitted by the Orangevale Grange #354 to participate in the Community Garden, I hereby waive, release, and discharge all claims for damages, for personal injury, death, or damage which I may have, or which may hereafter accrue to me, as a result of participation in the said property. This release is intended to discharge in advance the Orangevale Grange #354, State Grange or National Grange (its officers, employees, and agents) and the Community Garden Coordinating Committee from all liability arising out of, or connected in any way with, my participation in the Orangevale Grange Garden Project, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents, and knowing those risks, I hereby assume those risks. It is further agreed that this waiver, release, and assumption of risks is to be binding by my heirs and assigns. I agree to indemnify and to hold the above persons or entities free and harmless from any loss, liability, damage, or expense, which they may incur as a result in my death or injury damage that I may sustain while participating in the Community Garden.

I HAVE CAREFULLY READ THE COMMUNITY GARDEN GUIDELINES WAIVER AND RELEASE, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT TO COMPLY WITH THE COMMUNITY ORANGEVALE GRANGE #354 COMMUNITY GARDEN PROJECT GUIDELINES BETWEEN THE ORANGEVALE GRANGE #354, AND MYSELF, AND I SIGN OF MY OWN FREE WILL.