

The Labyrinth: A Community Garden for Ramona Agreement
Application, Rules, Terms, and Conditions for Participation

APPLICATION

Gardener Name(s) ("Gardener"): _____

Address: _____

Home Phone #: _____ Work Phone #: _____ Cell Phone #: _____

Email address: _____

Plot Type: _____ Individual _____ Kids Garden

Plot #: _____

Garden Donation \$: _____

Total \$: _____ Check #: _____

NOTE: THIS INFORMATION MUST BE KEPT CURRENT AND SHOULD BE UPDATED IF CHANGED.

INTRODUCTION

The Labyrinth: A Community Garden for Ramona Committee is the governing authority at the St. Mary's-in-the-Valley Garden located at 1010 Twelfth Street, Ramona, CA 92065 ("Garden"). Application of all rules, regulations, and conditions as set forth herein is at the sole discretion of The Labyrinth: A Community Garden for Ramona Committee.

Gardener desires to maintain a plot at the Garden subject to the terms of this document (the "Agreement"). Execution of this Agreement by Gardener is evidence of Gardener's agreement to abide by the rules, regulations, and conditions set forth herein. Failure to abide by any of the below listed rules, regulations, and conditions is cause for termination of this Agreement, loss of Gardener's plot and exclusion from the Garden.

RULES, REGULATIONS, AND CONDITIONS FOR PARTICIPATION

A. Procedures and Term.

Annual Garden Donation:

\$40.00 Individual

\$80.00 Dual Plot

1. Garden Use. The donation fee for the use of the applicable Garden plot(s) is/are Dollars (\$ _____) per plot, for every twelve months. The Donation is due and payable on or before March 1st Annually. This donation is 100% refundable within first (1st) 30 days.

2012 Plot(s) _____

After 30 days NO REFUND. Garden plots are not transferable without the prior written consent of The Labyrinth: A Community Garden for Ramona Committee.

2. The Labyrinth: A Community Garden for Ramona Committee shall provide Gardener access to certain gardening tools kept at the Garden for Gardener's use in cultivating plants. Gardener shall return all tools used while gardening to the tool storage area when done. All tools should be cleaned following use. In the event that any such tools are either lost or damaged by Gardener, as determined in the sole discretion of The Labyrinth: A Community Garden for Ramona Committee, shall replace such tools and request reimbursement for the costs of such replacement.

B. Conditions of Use.

1. Hours of Operation. The Garden shall be open from dawn until dusk every day.
2. Cultivation.
 - a. Once a plot has been assigned to Gardener, such plot shall be cultivated by Gardener within two weeks. Such plot cannot be left fallow or unused for any period of three weeks or longer without the consent of The Labyrinth: A Community Garden for Ramona Committee. Such failure to cultivate the plot may result in the plot being reassigned.
 - b. Gardener's plot is approximately 10 x 15 feet. Gardener agrees not to expand the plot beyond this measurement or into paths or other plots. Gardener will keep all plants within the limits of the assigned plot and will not allow any plants to grow more than six feet high. Gardener must keep his/her plot free of weeds, pests and diseases. If Gardener wishes to install a boarder around their plot, this boarder shall not be more than 8 inches tall.
 - c. Gardener shall not apply any pesticides in the Garden. This is an organic garden.
 - d. Biodegradable mulch such as compost, leaves, straw and hay are encouraged. Carpet mulch, wood chips, sand, ash and gravel may not be used in the Garden plots.
 - e. Gardeners shall not place any rusting metals in their plot, such as rebar.
 - f. Trees and shrubs may not be planted in the Garden plots.
 - g. The Labyrinth: A Community Garden for Ramona Committee requires that Gardener be willing to donate any excess produce to an organization or a family in need. The Gardener will select the recipient or the Gardener may leave their excess produce in the tool shed to be distributed by the garden committee.

3. Maintenance.

- a. Gardener shall keep his/her plot, paths, and surrounding areas clean and neat. Gardener shall completely separate trash into three groups: 1) dead plants, leaves, and other green waste plant parts; 2) rocks, stones, and asphalt; and 3) paper, plastic, cardboard, wood, metal, etc. Gardener shall put each type of trash only in the areas designated specifically for each. Anything Gardener brings from his/her home shall be removed from the Garden. Gardener shall not bring household trash and leave it at the Garden.
- b. The Labyrinth: A Community Garden for Ramona Committee may assign Gardener general garden maintenance tasks each month. Should any such garden maintenance task be so assigned, Gardener must complete such task(s) by the end of the month that such task is assigned.
- c. Gardener shall water his/her plot according to water-wise guidelines. If Gardener uses more than the recommended amount of water, as determined in the sole discretion of The Labyrinth: A Community Garden for Ramona Committee, Gardener shall pay a fee to cover the cost of this additional water. Gardener must be present at his/her plot when watering. Water may not be running when no one is at the plot. Gardener shall not flood other Garden plots or paths at the Garden.
- d. Gardener shall attend any mandatory meeting organized by The Labyrinth: A Community Garden for Ramona Committee covering any of the following topics: soil preparation and maintenance, watering the vegetable garden, and organic pest and disease control.

4. Guests and Visitors. Guests and visitors, including children, may enter the Garden only if Gardener accompanies them. All guests and visitors must follow all rules, regulations, and conditions stated herein. Gardener shall supervise his/her children at all times when they are in the Garden. Gardener is solely responsible for the behavior of his/her guests and visitors.

5. Prohibited Behavior.

- a. Gardener shall **only** pick their crops and **not** take food or plants from other gardeners' plots. Gardener shall not take anything from the Garden that is not rightfully his/hers.
- b. Gardener shall not plant any illegal plant. Gardener shall not smoke, drink alcoholic beverages, use illegal drugs, or gamble in the Garden. Gardener shall not come to the Garden while under the influence of alcohol or illegal drugs. Gardener shall not bring weapons or pets or other animals to the Garden.
- c. Gardener shall not use abusive or profane language or discriminate against others, but shall respect other gardeners and work to keep the Garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.

- d. Gardener shall not create any nuisance on his/her Garden plot or make any excess or unreasonable noise while gardening. Any radios used while gardening shall be played with headphones only.

C. **Procedure for Termination.** Should Gardener fail to follow any one of the rules, regulations or conditions set forth above, Gardener shall be subject to the following procedures, which procedures shall be administered at the sole discretion of The Labyrinth: A Community Garden for Ramona Committee.

1. **Verbal Warning.** Gardener shall receive one verbal warning from The Labyrinth: A Community Garden for Ramona Committee (“Verbal Warning”).
2. **Written Notice.** If no response or correction has been made within a reasonable amount of time following the Verbal Warning, Gardener shall receive written notice (“Written Notice”).
3. **Forfeiture.** If no response or correction has been made within a reasonable amount of time following the Written Notice, Gardener shall receive a final written notification that he/she has forfeited his/her gardening privileges and plot.
4. **Reapplication.** Gardener may be allowed to reapply for another plot in the Garden at the sole discretion of The Labyrinth: A Community Garden for Ramona Committee.

D. **Miscellaneous.**

1. **License.** Gardener understands and agrees that this Agreement constitutes a license to use the Garden. This Agreement is not to be construed as a lease under California law. As such, Gardener further understands and agrees that Gardener does not have and cannot apply to this Agreement rights granted solely to tenants under California law.
2. **Release.** Gardener is duly aware of the risks and hazards that may arise through participation in The Labyrinth: A Garden For Ramona, and assumes any expenses and liabilities Gardener incurs in the event of an accident, illness or other incapacity. If Gardener has any questions about the Garden, its nature, risks or hazards, Gardener has contacted The Labyrinth: A Community Garden for Ramona Committee and discussed those questions with him or her to his/her satisfaction. In consideration of being granted the opportunity to participate in the Garden, Gardener, for himself/herself, his/her executors, administrators, agents and assigns does hereby release and forever discharge The Labyrinth: A Community Garden for Ramona Committee, St. Mary’s-in-the-Valley Episcopal Church, volunteers and other gardeners from all claims of damages, demands, and any actions whatsoever, including those based on negligence, in any manner arising out of my participation in this activity.

Gardener understands that this Release means that, among other things, Gardener is giving up his/her right to sue for any such losses, damages, injury or costs that Gardener may incur.

3. Amendments. Rules and regulations for the use and enjoyment of the Garden may be added or eliminated by The Labyrinth: A Community Garden for Ramona Committee in The Labyrinth: A Community Garden for Ramona Committee's sole discretion. Gardener will be notified in writing of any amendments to the rules prior to the effective date of the amendment.

4. Conflict Resolution. All gardeners shall attempt to resolve any conflict between themselves. If unable to do so, any conflict between Gardener and any other gardener shall be resolved by The Labyrinth: A Community Garden for Ramona Committee in The Labyrinth: A Community Garden for Ramona Committee's sole discretion

COMMITMENT

Gardener represents and certifies that his/her true age is either 18 years old or, if Gardener is under 18 years old on this date, Gardener's parent or legal guardian has read and signed this Agreement. Gardener has read this entire Agreement, fully understands this Agreement, and agrees to accept these rules regulations and conditions and agrees to abide by these policies and practices.

Signed: _____ Date: _____
Gardener

Approved: _____ Date: _____
The Labyrinth: A Garden For Ramona Garden Committee