



2011

City of South Euclid Community Gardening Agreement

Community Gardening in South Euclid is a project with two goals:

- *To provide a place where neighbors can share the activities of growing food and ornamental plants, and*
- *To provide individual planting beds on which to grow these plants.*

This is an Agreement between the South Euclid Community Garden Committee (“the Committee”) and _____ (“gardener”). It describes the rights and responsibilities of both parties.

By signing this agreement, gardeners commit to follow the rules as described here. If you break the rules, the Committee has the right to require you to vacate your bed(s) or otherwise make repairs or amends.

Organizing Committee

The Organizing Committee’s purpose is to establish the garden in its beginning phase (2010) and consists of persons who are involved in the development of the Community Gardens and declare themselves as members.

Management Committee Members

The Committee shall consist of those leasing the garden beds:

- A. Each person leasing one or more beds shall be one representative, no matter how many beds he or she leases;
- B. Each family leasing one or more beds shall appoint one representative no matter how many family members are involved or how many beds they manage.

The Committee shall appoint a Garden Manager to facilitate communication, mediate disputes and call meetings of the Committee.

Beds will be assigned annually on the following basis:

Lotteries: As city property, the community garden beds must be allocated fairly to city residents. The annual lottery process is completed in two phases to allow those living near the community gardens to have preference in obtaining beds.

Lotteries will be held with publicly announced dates and times.

The applicant's rank order in the lottery will be used as the basis for selecting a bed from those available.

- ❖ **Manager and co-manager of each specific garden will have first choice of planting beds. Managers carrying over from one garden year to the next, will be provided a bed for that gardening year without participating in the community lottery process.**

Two lotteries will be held for each garden based on the following criteria:

1. **Lottery A: For the Colony Road Garden:** Residents of the Colony Road neighborhood, defined as Colony Road from Warrensville Center Road to Wrenford; Eastway and Okalona Roads between Warrensville Center Road and Miramar; the east side of Warrensville Center Road between Okalona and Eastway, and Miramar between Okalona and Eastway, **For the Warrendale Garden:** Residents of the Warrendale Road neighborhood, defined as the streets of Colony, Warrendale, Eastway, Grosvenor, Halsey, and East Antisdale Roads west of Warrensville Center Road: those desiring planting beds shall place their information on a form provided by the City or via the city's website, to be entered into a lottery.
2. **Lottery B:** Should more beds be available after the first lottery, then a second lottery will be held to distribute the remaining beds to other South Euclid residents. Notification of the lottery date will be posted on the City's website by April 1st.
3. Should there still be beds available after the city-wide lottery, the Committee may choose to hold a third lottery to make beds available to residents living outside of the City, at its discretion, or to allow those already receiving beds to obtain additional beds.

Returning gardeners who are successful at obtaining a bed through the annual lottery, will be given preference to receive the same bed from year to year, in recognition of the investment in soil amendment and enrichment his or her work has contributed to that bed.

Rules, Terms, and Conditions for Participation

If accepted as a gardener, I will abide by the following rules, terms, and conditions:

1. I use this garden at the sole discretion of the Committee. I agree to abide by its policies and practices.
2. I understand that the fee for garden membership shall be (\$10.00) per bed, per year. The year shall run from the time of the first lottery, on or near March 1st for

the duration of the gardening season, or approximately November 15th. Payment will be made to the Garden Manager immediately after the lottery is held and beds are awarded. Checks are to be made payable to the South Euclid Garden Club. There are no refunds and fees are not prorated if I join the garden for a partial year.

3. I will work with the Garden Manager to choose a bed or beds from those that are available at the time I sign this agreement. Once I have been assigned a bed, I will cultivate and plant it as early as possible in the season, but in no case later than June 1st. My bed cannot be left fallow or unused for any period of three weeks or longer during the growing season between June 1 and October 5.
4. I will not expand my bed beyond this measurement or into paths or other beds. I will keep all my plants within the limits of my garden bed and will not allow any plants to grow to a height that might shade beds owned by other gardeners.
5. I will keep my bed free of weeds, pests and diseases, and I will keep my bed, paths, and surrounding areas clean and neat.
6. I will manage my trash and yard waste responsibly:
 - a.) I will compost dead plants, leaves, and green waste plant parts, or put them into a tall brown paper yard waste bag and leave in the assigned space for pickup;
 - b) I will pile any rocks, stones, or non-organic waste in the assigned spot; and
 - c) I will take home any food or packaging I bring from outside the garden.I will not bring household trash and leave it at the Garden.
7. If I have more than one bed, and a new gardener wishes to sign up, and through the assignment or lottery process I am required to give up a bed, I will vacate the additional bed(s) by the end of the gardening year (December 31).
8. I will not plant any illegal plant. I will not smoke, drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs. I will not bring weapons to the garden.
9. I will only bring a pet to the garden on a leash, and the pet may not enter the bed area, but must be restrained in the "social" area. If my pet damages a bed I will be responsible for repairing or paying a fair price to the bed owner for the damage.
10. Guests and visitors, including children, may enter the garden, however, they must follow all rules, terms, and conditions stated here. I will supervise my children at all times when they are in the garden. I am solely responsible for the behavior of my guests.
11. The garden manager will assign me general garden maintenance tasks each month, and I must complete them by the end of the month that I am assigned them. I am responsible for cleaning out and composting the contents of my bed at the end of the gardening season.
12. I will water my bed according to water-wise guidelines.
13. I will attend regular Committee meetings.
14. I will not apply any chemical pesticides in the garden. I will use only organic fertilizers.

15. I will not make duplicate keys of any locks at the garden or give my key or lock combination to another person.
16. I will not take food or plants from other gardeners' beds. I will not take anything from the garden that is not rightfully mine.
17. If I borrow community tools from the shed, I will return them before leaving the garden, and if another gardener needs that tool I will share its use.
18. I will respect other gardeners and property owners in the vicinity of the garden. I will not use abusive or profane language. I will not play loud music or talk loudly or make noise that disturbs the peace of fellow gardeners or homeowners. "Loud" is hereby defined as a level at which another gardener or neighbor asks me to turn down the volume.
19. I will use power tools such as tillers only between the hours of 8:30am and sunset.
20. I will work to keep the garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.
21. I undertake this Agreement and participate in the garden at my own risk, and hold the City of South Euclid, its employees, and contractors, harmless as regards any loss or damage to my person or property. I hereby waive my right to sue the abovementioned parties for damages or injuries suffered while on the garden site.
22. I accept responsibility for the well-being of any guests I bring to the site.

Commitment

I have read and understand the application and accept these rules, terms, and conditions stated above for the participation in South Euclid Community Gardening. I am attaching my \$10 annual fee for use of the bed for the 2011 gardening season (check made payable to the South Euclid Garden Club).

Signed: _____ Date: _____

Gardener

Print Name, address and phone and e-mail contact information: _____

Approved: _____ Date: _____

Garden Manager

