



Discovery Bay Community Garden Rules

Discovery Bay Community Center
1601 Discovery Bay Blvd.
Discovery Bay, CA 94505
(925) 392-4575
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DISCOVERY BAY GARDEN RULES

I. Introduction

Discovery Bay Community Garden (DBCG) is dedicated to maintaining an organic community garden that provides educational experiences and supplies a supplemental natural food source for its members. Garden members maintain the grounds at the garden.

This document sets out the rules that govern the Discovery Bay Community Garden (the "Garden"). These Rules are intended to help all our Gardeners grow fresh, healthy food in a thriving garden, to help create a sense of community among our gardeners, and to help the Gardener to be a good neighbor.

The Town of Discovery Bay Community Services District (the "District") leases Plots within the Garden, sponsors the Garden, and administers these Rules. Every person who leases a Plot in the Garden (called "Gardeners") must sign a legal agreement with the District in which the Gardener agrees to comply with these Rules.

II. Access to the Garden

1. **Season.** The Garden is open and accessible year-round. Gardening Agreements shall be for one (1) year terms, beginning January 1st and ending December 31st.
2. **Fees.** Garden shall be leased at the rate of \$35 per year. All fees are due upon signing the Agreement.
3. **Deposit.** Gardener shall submit, upon signing an agreement, a deposit of \$50 (per plot) in addition to any fees. Gardener shall be entitled to a refund of the deposit once Plot has been restored to a releasable condition (as determined by the District), and all irrigation systems of the Plot are found to be in working order.
4. **Hours.** Garden access is restricted to Community Center hours of operation.

III. Plots

1. **Use of Own Plot:** Gardeners may use only the plots assigned to them by the District. Gardeners will maintain their plants within their plots and will trim any plants that extend into neighboring plots or into common areas. Gardeners may not alter the dimensions of their Plot.
2. **Plantings:** Gardeners may plant vegetables, fruits, and flowers. Gardeners may not maintain plantings or plant-supporting structures that impede the security of the garden or impede adjacent Gardeners' access to sunlight by the nature of their height, material, or density.
3. **Supplies:** Gardeners are solely responsible for the planning and management of their own plots, including providing their own seeds, plants, fertilizer, and any tools not provided by District or Gardeners collectively.
4. **Organic Methods:** Gardeners will garden organically. Gardeners will check with the District before applying any fertilizers, pesticides, herbicides, or rodenticides, even if labeled "organic." Use of compost, organic mulch, and weeding is always acceptable.
5. **Water and Irrigation:** Gardener may not remove the irrigation system from their plot. Gardeners may not overwater their plants or leave a hose unattended.
6. **Tools:** Gardeners may bring their own tools into the Garden to use in their plots. District provides no security, other than fence and gates; any tools left in the Garden area are done so at the Gardener's risk. Gardeners are responsible for any damage caused by tools they bring into the Garden and so should use them with care. Gardeners may not use any power tools, such as those that require gasoline, batteries, or electricity.
7. **Plot Maintenance and Trash:** Gardeners will maintain their plots and adjacent paths in a clean and neat fashion, promptly removing any weeds, overgrowth, or other waste

from their Plot. Gardeners will promptly harvest edible plants. Gardeners are responsible for hauling and disposing of their own trash, such as weeds, boxes, trays, bags, packets, and similar items.

8. **Absence:** Gardeners may not abandon their Plot. Abandonment means failing to maintain Plot for a time greater than two (2) weeks. If a Gardener expects to be away from the Garden for more than two weeks, but less than three (3) months, he or she must inform the District. The Gardener and District will then determine an alternative, such as a temporary substitute, acceptable to both. Gardeners away more than three (3) months will lose their Plot and forfeit their deposit.
9. **Waiting List:** A waiting list will be established if every plot in the Garden is leased.

IV. Common Areas and Responsibilities.

1. **Common Responsibilities.** Gardeners will keep clean and neat any common areas, such as pathways and storage areas. Gardeners will promptly report any concerns about the safety of the Garden to the District. If there is vandalism, storm damage, or other damage to the Garden, all Gardeners are expected to help in cleaning up and restoring the Garden to its prior condition, but the District will bear the cost of the repairs.

V. Conduct

1. **General Conduct.** Gardeners are expected to be civil, honest and cooperative, in dealing with the District, Garden neighbors, other Gardeners and guests of other Gardeners.
2. **Guests.** Gardeners may bring guests, including children, into the Garden, provided that the guests comply with the Rules. Gardeners will supervise any child under the age of sixteen. Gardeners will be responsible for the conduct of children and their guests including making sure they do not damage or interfere with activities on other plots or otherwise engage in inappropriate conduct. Violation of the Rules by a guest, are considered a violation by the Gardener.
3. **Pets.** Gardeners may not bring any pets or animals into the Garden, including for burial.
4. **Respect Others' Property.** Gardeners may not enter other plots, use another Gardener's tools or supplies, or harvest another Gardener's produce, without the explicit permission of the other Gardener.
5. **No Illegal Plants.** Gardeners may not grow any plants considered illegal under state or federal law. For example, Gardeners may not grow Cannabis sativa (marijuana), whether or not the use of marijuana may be lawful for medical purposes under state law.
6. **Compliance.** Gardeners must comply with all applicable local, state, and federal laws.
7. **No Smoking.** Gardeners may not smoke in the Garden, including, but not limited to, electronic cigarettes
8. **No Alcohol/Drug Use.** Gardeners may not consume or use alcohol or illegal drugs while on the Garden premises. Gardeners may not bring alcohol or illegal drugs onto the Garden premises. Gardeners may not come into the Garden while under the influence of alcohol or illegal drugs.
9. **No Fires or Cooking:** Gardeners may not start or maintain a campfire, burn weeds, use a barbecue grill or cook in the Garden.
10. **No Loud Music.** Gardeners may not play music or the radio loud enough to be a nuisance to other Gardeners or to the Garden's neighbors.
11. **No Sales.** The Garden is for personal, noncommercial use only; Gardeners may not sell any produce or flowers grown in the Garden.

VI. Concerns

1. **Dispute Resolution.** Gardeners will inform the District of any disputes about the Garden or with fellow Gardeners. The District will have the power to hear these disputes and will resolve them in the best interest of the Garden.
2. **Rules Violations:** Gardeners may lose their rights to participate in the Garden if they fail to comply with any of these Rules and will forfeit their deposit.

3. If a Gardener:

- endangers other Gardeners, District, neighbors, or other individuals
- takes or uses another Gardener's tools, supplies, or produce without permission
- encroaches on Garden neighbor's property
- grows illegal plants
- uses alcohol or illegal drugs in the Garden
- does not comply with any rules or responsibilities

The District may, at its discretion, terminate immediately the Gardener's right to participate in the Garden. If that occurs, the Gardener must leave the Garden by the end of Garden hours on the termination day and may not reenter without District's permission.

If a Gardener violates any other Rules of the Garden, District will inform Gardener of the violation by sending a letter to the Gardener. Gardener will have one (1) week to correct the violation. If the violation is not corrected within one week, as determined by the District in its discretion, the District may, at its discretion, terminate the Gardener's Agreement. After termination, Gardener will have two (2) weeks to harvest and clean up the plot. If plot is not returned to a releasable condition deposit will be forfeited.

Terminated Gardeners are not entitled to any refunds or other payments from the District.

- 4. No Limit on District Rights:** The process described in this section does not
- a. limit the District's ability to enforce its rights under these Rules
 - b. limit or qualify a Gardener's obligation to comply with applicable law or the Rules
 - c. limit the District's right to notify and/or involve government authorities as it may determine
- 5. No Refund or Other Claims:** 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 District, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of termination from participation in the Garden.

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