

TIJUANA RIVER VALLEY REGIONAL PARK COMMUNITY GARDEN

TERMS OF USE ~ July 2023- June 2024

Please read this document carefully.

The Resource Conservation District of Greater San Diego County (RCD) manages the community garden in the Tijuana River Valley Regional Park on behalf of the County of San Diego. This contract is between you (the gardener) and the Resource Conservation District (RCD). In leasing a garden plot, you (the gardener) agree to the following terms. **The RCD reserves the right to terminate this agreement for any violation of the items listed within these Terms – as outlined below.**

RCD staff inspects garden plots on a monthly basis. Letters will be sent to non-active or non-compliant garden members as follows:

First instance/infracton: The RCD shall notify the non-active or non-compliant member with an email or postmarked letter. If active gardening does not resume and or if amendments are not made within 30 days, including all issues identified in the written notice, the garden plot will be reassigned. If the member does not respond to the RCD notice or the garden member is not reachable within the 30 day period the plot will be reassigned. In the event that the member corrects some but not all of the issues, within the 30 day period, the plot will be reassigned.

Second instance/infracton: In the event that the gardener corrects the issues but reverts to the inactive or non-compliant practices within the lease term, an email or postmarked notice will be sent requesting amendments within 15 days or the plot will be reassigned.

Final notice/termination: If two infractions take place without resolve during the lease agreement term a final termination notice will be sent and the plot will be reassigned.

Non-renewal: Outstanding fees, failure to comply with the terms of use, inability to contact or communicate, or unacceptable behavior may result in non-renewal or termination.

Garden Operational Hours: The garden is open between sunrise and sunset seven days a week. All gardening activities must occur within daylight hours. Camping, or staying overnight in or around the garden is never permitted. Accessing the garden and regional park outside of operating hours is considered illegal trespassing. The garden gate must be locked at sunset.

Plot Assignment: The RCD is responsible for assigning garden plots. You may not sell, transfer, or rent your plot to another person (NO SUBLEASING.) Failure to abide will result in immediate lease termination.

- Gardeners must be available for contact: If your phone number, email, or mailing address change, the RCD must be informed.
- To give someone access to your plot, you must list their name(s) on the application or share their name(s) with the RCD. (To update: call 619-562-0096)
- Plots are described as 30ft x 30ft as an approximate value for illustrative purposes and this does not constitute any guarantee of or obligation to provide a plot of these dimensions. Gardeners must accept their plot as is, with the fence line as marked out by the RCD and may not alter its dimensions in any way.
- New gardeners must show progress towards actively gardening their plot within thirty (30) days of plot assignment.

Plot Maintenance: Garden plots should be used only for gardening and are primarily intended for growing food for personal consumption. Each gardener is responsible for maintaining his or her own plot and surrounding perimeter.

- Plots may not be used in the operation of a business, such as (but not limited to) growing nursery stock for resale or use in a landscaping operation, storing materials for use in construction operations, etc.
- Garden plots must be actively maintained year round. An active garden will be: cultivated with crops to the fullest potential, kept free from weeds, and will maintain responsible green waste and trash management.
- We have short and mild winters in Southern California, so there are options available for growers year round. If gardeners wish to rest the soil they may choose to plant a cover crop, or amend with compost and cover with mulch. Garden plots that appear fallow or uncultivated may be considered abandoned and may result in lease termination.
- Dead plants, weeds, cuttings/ pruning, and all clippings are considered green waste. All green waste must be managed responsibly year round. Leaving green waste along the perimeter of the garden is considered illegal dumping and will result in immediate lease termination. (See composting.)
- Gardeners are responsible for maintaining the area in front of their plot up to the path and road way. Gardeners may plant outside of their plot to a maximum of two feet. You will be asked to remove any planting beyond two feet from your plot boundary and this area may not be fenced in. Gardeners will keep the perimeter area surrounding their garden and pathways clear of weeds and trash.
- Gardeners must trim or remove any plants that extend into neighboring plots or common areas.
- Your plot number must be clearly visible near the front entrance of the garden. It is the gardener's responsibility to maintain and replace missing or damaged garden numbers.
- Gardens are not for storage – you may only keep items that pertain to gardening on your plot. You will be asked to remove any item that resembles debris or personal belongings that are not used for gardening. Personal items and debris are defined by the RCD as any item that is not used for gardening and or any item that may present a storm water or flooding hazard.
- You must notify the RCD if you plan on being away for an extended period of time, or if circumstances prevent you from tending your plot. Failure to do so may result in the garden plot being considered abandoned and may result in lease termination.

Gardeners May Grow	Gardeners May Not Grow:
<ul style="list-style-type: none"> • Vegetables, fruits, and herbs; Gardeners must make extensive use of the plot. • Two dwarf fruit trees may be planted (limit of two per plot) Dwarf trees must be pruned each year, maintained, and kept below six feet in height. <u>Gardeners will be responsible for removing any plants or trees that become too tall.</u> 	<ul style="list-style-type: none"> • Any plants above six feet in height or that block sunlight from neighboring plots. • <u>Planting Banana plants is not permitted.</u> • Illicit Substances including Marijuana and Hemp • Invasive Arundo is not permitted and must be removed from in and around garden pots. • Farm animals and beehives are not permitted on the premises.

Trash: There is no trash service at the garden - you are responsible for removing all trash and green waste from your plot and disposing it off site. **Do not dump in or around the garden.** If you are seen dumping trash or green waste at the garden, your lease will be terminated immediately. Green waste dumping is illegal dumping.

- Park Rangers and RCD staff patrol the area frequently and will report anyone who is caught dumping. If you are seen dumping, your lease will be terminated immediately.

Composting: All gardeners **MUST** compost on their plots or take home all garden waste. Weeds, old plants, and all green waste should be cleared from the plot or chopped up and composted within the plot. Cactus, Bamboo, Sugarcane, and Arundo poles do not compost well and must be disposed of off-site. Gardeners agree

to responsibly dispose of all waste material used and grown on their plot.

Tools & materials: Each gardener shall provide all necessary tools, equipment, and growing supplies for his/her garden plot and is solely responsible for any equipment left in the garden plot. The RCD will provide fencing when a new plot is issued. Gardeners are responsible for repairing or replacing their own fencing after the initial fencing is provided. Neither the RCD nor the County of San Diego is responsible for lost, stolen, or damaged tools, equipment, crops, or other materials.

Structures: The garden is located in a floodplain; therefore permanent structures are not allowed. ~~Shade~~

- All structures larger than 4'L x 3'W x 6'H (a small tool storage unit) must be open on at least one side so that RCD staff and Rangers can see that no prohibited activity is taking place.
- Structures cannot exceed 8'L X 8'W X 8'H under any circumstances and will not use cement. If a structure is placed in the plot that does not meet these requirements, you will be asked to remove it at your own expense.
 - Gardeners with existing structures closed on all sides at the time of this amendment (Jul 1st, 2019) must be prepared to give access to RCD staff and Rangers at any time to enable inspections.

Fencing: The RCD must be able to see into your garden to conduct plot inspections. Fencing must either be lower than four feet tall or made of a material that can be seen through (e.g. chain link). The use of concrete to install fencing (or structures) is not permitted.

Water use:

- Members will be charged an annual water fee based on the community garden's collective water use. This fee is included in the garden plot rental payment.
- Water conservation will help to keep water costs and rental fees down, while also supporting the longevity of the community garden. Members will participate in water saving strategies including low-flow irrigation systems and are responsible for maintaining water smart practices at all times. Unattended watering, flood irrigation, and use of water for any other purposes besides on-site garden irrigation are not allowed.
- Participants are responsible for adhering to all City, County, and State drought restrictions

Irrigation: A water spigot is provided for irrigation (a spigot is shared between two plots). Gardeners must take care not to damage these parts and will be responsible for either repairing their own hose bib / piping, or for paying an \$8 fee to cover parts (or more depending on damage) to have repair done for them. Gardeners agree to share water spigots with neighboring plots. Restricting or preventing water access to neighboring garden plots can result in lease termination. If any modifications are made to your spigot you must ensure that a shutoff valve is left in place outside your plot accessible to RCD staff.

Chemical-free Growing Practices: No chemical pesticide, herbicide, or fertilizers may be used on site unless they carry the OMRI (Organic Materials Research Institute) logo.

- Poison / chemical pesticides may not be used to combat garden pests like gophers or ground squirrels. These have harmful effects on other wildlife and are not permitted at any time.



Children & Pets: Children are welcome in the garden but must be under supervision at all times. Pets must be under supervision at all times and must always be leashed. Pet waste must be properly disposed of off-site.

Smoking: Smoking is not permitted on County Park Grounds or within the Community Garden.

Volunteering: The garden is a community space and gardeners are required to contribute volunteer service towards the upkeep of the garden and surrounding trail system within the Tijuana River Valley Regional Park. Each gardener must donate a minimum of four (4) hours of labor or other beneficial effort annually (counted July 1 – June 30 each year) toward the common good of the community garden and the Tijuana River Valley Regional Park. All volunteer project hours must be documented on sign-in sheets or a Volunteer Hours Record

Form. These will be provided, collected, and tracked by the RCD. Failure to meet the minimum hours of volunteer service will affect eligibility for lease renewal in the next contract year.

Gardener Meetings: Gardeners are required to attend at least one community gardener meeting each year. The RCD will alert gardeners to meeting dates and times through email, mail, and garden bulletin boards. Failure to attend at least one gardener meeting may affect eligibility for lease renewal in the next contract year.

Lease renewal: This lease agreement must be renewed annually, on July 1. Cancellations after thirty (30) days are non-refundable.

Terminating your Lease: If you move away or decide that you no longer wish to tend to your plot please inform the RCD. Upon termination and/or conclusion of this Agreement, you must clear your plot of all material including plants, trees, tools, and structures you built. If these items are not removed within the time given and the plot has not been adequately cleaned, the items will become property of the RCD. We charge a \$100 refundable deposit when you join the garden, which will be used to cover the costs of cleaning your plot if it is not left in an acceptable condition as described above.

The following are not allowed in the garden at any time and could result in immediate lease termination:

- Consumption of alcoholic beverages
- Use of illegal drugs
- Fighting
- Excessive noise or loud music
- Profanity, rudeness, or other overtly hostile actions toward other gardeners or neighbors.
- Open fires (for burning vegetation, cooking, or for warmth)
- Dumping or abandonment of waste and trash

A garden lease may also be terminated for:

- Failure to actively maintain the garden plot
- Transferring the plot to another grower
- Any illegal activities
- Any other behavior that is in violation of the Terms of Use Agreement or is determined to be harmful to the TRV Community Garden

The RCD Reserves the right to terminate the lease for any violation of these Terms of Use. The RCD and the County of San Diego reserves the right to enter and inspect garden plots at any time.

Pictures: From time to time, RCD staff and partners will take pictures at the garden. I agree to allow any image taken of me or my dependents to be used in published materials and web sites that promote the Tijuana River Valley Community Garden or other programs of the Resource Conservation District of Greater San Diego County unless I submit a written request to opt out.

GENERAL AGREEMENT, WAIVER, AND RELEASE: I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in the Tijuana River Valley Community Garden. This release is intended to discharge, in advance, the Resource Conservation District of Greater San Diego County and the County of San Diego, their officers, employees and agents (hereafter referred to in total as the RCD & County) from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the RCD or County.

Knowing the risks involved, nevertheless, I have voluntarily applied to participate in the Tijuana River Valley Community Garden, and I hereby agree to assume any and all risks of injury or death and to release and hold harmless the RCD and the County and its representatives who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks are to be binding on my heirs and assigns.

I further agree to indemnify and to hold the RCD and the County free and harmless from any loss, liability, damage, cost, or expense, which they may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.