



Welcome to the Hermosa Beach Community Garden. Gardening is a satisfying addition to our lives, allowing us to live a little more sustainably by eating and sharing food we've grown, as well as getting better acquainted with our neighbors and savoring the beauty and life-giving health possibilities of the area in which we live. However, garden plots are in high demand in our community, so please understand that you are committing yourself to the time and effort necessary to support all of the following guidelines in a spirit of cooperation with your fellow gardeners.

Conditions for Participation:

If accepted as a gardener, I agree to the following:

1. My individual plot will be maintained and used as an organic garden. No pesticides or chemical non-organic fertilizers will be used. As I plan my garden, I will consider my neighbors' need for full sun rather than shade etc.
2. Once I have been assigned a plot, I will cultivate and plant as soon as possible. I will garden year-round and will use only organic gardening methods. This means no Miracle-Gro® or chemical fertilizers or pesticides.
3. Initially, the Annual Fee will be \$50 for a 3' X 4.5' sized bed and \$25 for 6 months or less paid before occupancy the first time and then by January 1st on the following year. This is subject to change based on a vote of the gardeners. There are no refunds.
4. Garden plots may not be transferred. At the cessation of use, the gardener must contact the Garden Manager to release their plot. Gardeners must make arrangements to clean up their plot and collect their \$100.00 deposit. The deposit will be forfeited if the plot is not cleared unless the next tenant requests the plot to remain "as-is".
5. 20% of the beds in the permanent garden will be for the purpose of growing food that will be donated to the South Bay Neighbor to Neighbor program, and the Meals on Wheels program or other organizations that serve those in need. Gardeners are invited to help with this endeavor if they so choose.
6. My plot is 3' X 4.5' and I will keep my plot, paths, and surrounding areas clean, neat and weed-free. General plants, i.e. trees and decorative pots, are to be kept watered and in good condition for the benefit and enjoyment of everyone and the pride of the community.
7. I will separate my trash in the designated containers and will help maintain the compost bins which include turning over the pile or bin and being responsible for keeping the area clean of soil, and debris etc. Anything I bring from home, I will take back home. All tools including the hose and nozzle will be treated in a manner that allows the items to remain in useful, good condition for as long as possible.

8. I will not plant illegal plants. 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 pets, other animals or weapons to the garden.
9. Guests and visitors are the responsibility of the gardeners who are present.
10. A toolbox is permitted and must be kept on the gardener's plot. All toolboxes must remain in good repair. Toolboxes may not be placed in the surrounding walkway or roadway. Shared garden tools shall be stored in the gardener's toolbox.
11. I will always lock the gate when leaving the garden and will reduce the potential for strangers to enter the garden unattended.
12. I will respect the other gardeners and will not use abusive language, discriminate against others, or take anything from other gardeners' beds.
13. I will attend as many Garden meetings as possible and will participate in our Garden work projects as often as I can.
14. I will work to keep the Garden a welcoming, happy, secure and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.

Responsibilities of All Gardeners:

1. The Hermosa Beach Community Garden program is available only to the City of Hermosa Beach residents (exception only made for those helping with the 20% program). It is each gardener's responsibility to keep a current address, phone number and email address on record with the Garden Manager.
2. The Garden Board will include the Garden Manager, the treasurer and the member-at-large who will all be elected by their fellow-gardeners for a two-year term. At the end of that time, they may be reinstated or replaced by a vote of the gardeners. If reinstated, they will automatically have use of their garden bed for another two years.
3. Only one garden plot can be issued per household or organization except for the 20% of the beds used to grow food to be donated to those in need.
4. If the conditions for participation are not met, there will be a minimum of one verbal warning. If no response or corrective action is made, written notice will be given one month later. Following one month, if no corrective action has been taken then a final notice will be issued and the plot is forfeited. **At any point during this process**, an appeal to the full Garden Board may be made. After a period of one year, a terminated applicant may reapply subject to Board approval.

Application process for a garden bed:

Notification of the open-application date will be made through print and electronic media two-weeks in advance. Once the application is completed and submitted, gardeners will be selected based on the date and time of the sign-up - a lottery will not be used. The Garden Contract will be made available by the Garden Manager as will the key/combination to the Garden gate lock once the deposit is paid. Gardeners will be able to use their plot for 2 years. Then, if there is a waiting list, the previous gardener will vacate the bed and the first person on the list will take over. However, if there is no one on the waiting list, they may continue another year at which time they may again be asked to rotate out if others are waiting. At this time they may reapply on the waiting list. There is one exception: those gardening in the 20% sections of the Garden will continue indefinitely at the will of the entire community of gardeners.

Waiver & Commitment:

The undersigned hereby agrees to defend, indemnify, and hold harmless the City of Hermosa Beach and its officers, employees and agents from and against any and all loss, liability charges and expenses (including attorney's fees) and cost which may arise by reason of participation in any program. (The City does not provide accident, medical liability, workers' compensation insurance or any other insurance for program participants.) I agree to carefully inspect and satisfy for myself that the facilities provided are safe for their intended use. Once having conducted the inspection, I agree to expressly assume the risk of participating at the community garden site.

Commitment

I have read and understand the contract and accept the rules, terms, and conditions stated above for participating in the Hermosa Beach Community Garden.

Primary Gardener:

Plot #:

Name: _____

Phone: _____

Email: _____

Address _____

Signature: _____

Date: _____

Garden Manager: Approved: _____

Date: _____