**DISTRICT 10 COMMUNITY GARDEN RULES**

This document sets out the rules that govern the District 10 Community Garden (the “Garden”). These rules are intended to help all Gardeners grow fresh, healthy food in a thriving garden, to help create a sense of community among Gardeners, and to help the Garden to be a good neighbor.

The District 10 Como Community Council (the “Sponsor”) is a nonprofit organization that leases the land for the Garden, sponsors the Garden, and administers these Rules. Every person who has a plot in the Garden (“Gardeners”) must sign a legal agreement with the Sponsor in which the Gardener agrees to comply with these Rules. In addition, Gardeners must sign an agreement indemnifying the owner from liability.

The Sponsor will create a standing Community Garden Management Committee and appoint members to manage the day-to-day operations of the Garden. The Community Garden Management Committee will consist of three Garden Co-Coordinators**.** The Sponsor has complete authority to interpret the Rules and make determinations.

**GARDEN ACCESS**

**Season:** The Garden is open and accessible during the gardening season.

**Hours:** Gardeners may be in the Garden from dawn to dusk.

**GARDEN PLOTS**

**Plot Allocation:** Plot allocation is determined by the following priorities:

1. Returning Gardeners in good standing who submit a signed Garden Agreement, Liability Form, and applicable fees by March 15 of the current year may retain the same plot

2. Official Waiting List

3. District 10 Residents

4. Non-Residents

In the event that plot demand exceeds capacity, plots will be assigned first by priority, then by lottery. If additional plots are available, Gardeners may request a second plot.

**Use of Own Plot:** Gardeners may use only the plot(s) assigned to them by the Community Garden Management Committee. Gardeners will maintain their plants within their plot(s) and will trim any plants that extend into neighboring plots or into common areas. Gardeners may not alter the dimensions of their plot(s).

**Plantings:** Gardeners may plant vegetables, fruits, and flowers. Gardeners may not maintain plantings or plant-supporting structures that, by the nature of their height, material, or density, impede the security of the garden or impede adjacent gardeners’ access to sunlight.

**Supplies:** Gardeners are solely responsible for the planning and management of their own plot(s), including providing their own seeds, plants, organic fertilizer, and tools.

**Organic Methods:** Though the garden is not a certified organic garden, gardeners will utilize organic methods of gardening whenever possible. Basic use of compost, organic mulch, and weeding is allowed. Acceptable use of fertilizers and supplements is outlined in the Appendix. Use of any other fertilizers, pesticides, herbicides, or rodenticides (even if labeled “organic”) is not permitted without express permission from the Management Committee.

**Water:** Gardeners are responsible for watering their own plot(s). Gardeners will not overwater their plants or leave a hose unattended. The cost of water is included in the cost of plot rental, so any excessive water usage may cause the cost of plot rental to increase the following year.

**Tools:** Gardeners may bring their own tools into the Garden to use in their plot(s), but may not store tools other than hoses, compost bins, small hand tools, and rain barrels in the garden. Gardeners are responsible for any damage caused by tools they bring into the Garden, so should use them with care. Gardeners may not use any power tools that require gasoline without approval from the Management Committee, and then only power mowers or weed trimmers to maintain the garden area.

**Plot Maintenance and Trash:** Gardeners will maintain their plot(s) and adjacent paths in a clean and neat fashion. They will promptly remove any weeds, overgrowth, or other waste from their plot(s). 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.

Summer gardening begins in early spring. Plots should be weeded and planted in a timely manner. Plots not planted will be reassigned. Winter gardening begins in early fall. Your plot should be replanted with a winter or cover crop, amended with compost, or covered by mulch.

Straw, hay, and similar materials are prohibited as winter cover. Gardeners are required to remove these materials at the end of the summer gardening season.

**Yearly Cleanup:** Gardeners will perform a yearly clean-up on their plots. All fencing, trellises, stakes, and synthetic mulch must be removed from seasonal plots and taken home for the winter.

**Compost:** A pile of compost onsite is provided by the Ramsey County Yard Waste program for gardeners’ use. Do not place any weeds or garden waste in the pile of compost. The garden does not host composting onsite. All weeds and garden waste must be stored within the boundaries of individual plots and removed from the garden.

**Absence:** Gardeners may not abandon their plot(s). Abandonment is defined as failing to maintain a plot. Gardeners who will be away from the Garden for more than 1 month but less than 3 months must inform the Sponsor. The Gardener and the Sponsor will determine an alternative, such as a temporary substitute Gardener acceptable to both. Gardeners who are away for more than 3 months will lose their plot(s).

**No Personal Property:** Gardeners may not keep any personal property on their plots or in the Garden when they are not in the Garden. If Gardeners leave personal property on their plots after the termination of their participation in the Garden, the Sponsor can keep and sell the abandoned property.

Modified July 26, 2021

**COMMON AREAS AND RESPONSIBILITIES**

**Common Responsibilities:** Gardeners will keep clean and neat any common areas such as pathways, storage sheds, and areas maintained/mowed by the city. Gardeners will promptly report any concerns about the safety of the Garden to the Garden Co-Coordinators. If there is vandalism, storm damage, or other damage to the Garden, all Gardeners are expected to help clean up and restore Garden to its prior condition.

**COMMUNICATION**

**Contact Information:** The Garden Co-Coordinators will be the official point of contact for the Sponsor and Gardeners. The Garden Management Committee will gather and share Gardener contact information with all Gardeners. Gardeners must inform the Coordinators of any change in their email or phone numbers.

**Gardener Input**: Gardeners are encouraged to provide suggestion about Garden Operations to the Coordinators. Gardeners should contact the Coordinators directly -- not the Sponsor’s office -- with any questions relating to day to-day operational matters.

**Gardener Orientation:** New Gardeners must attend an orientation, organized by the Sponsor, to become familiar with how the Garden functions and their responsibilities as a Gardener.

**Annual Meeting:** Once a year, the Sponsor will invite all Gardeners to an annual meeting to notify Gardeners of any changes made in how the Garden operates, the Rules, in assignments of plots, to discuss any issues or concerns, and to elect a new leadership team. Sponsor will provide written notice of the annual meeting in the District 10 e-newsletter and through the existing Garden email list.

**CONDUCT**

All Gardeners must comply with all rules from the landowner and the City of St. Paul.

**General Conduct:** Gardeners are expected to be civil, honest, and cooperative in dealing with the landowner, Sponsor, Garden neighbors, other Gardeners, and guests of other Gardeners.

**Guests:** Gardeners may bring guests, including children, into the Garden provided that the guests comply with the Rules. Gardeners must supervise any child under the age of 16. Gardeners will be responsible for the conduct of their guests, including making sure they do not damage or interfere with activities on other plots or otherwise engage in inappropriate conduct. If someone else is going to be independently gardening in a plot, gardeners must share their contact information so they can receive rules reminders and updates as well. Guest violations of these Rules are treated as violations by the Gardener.

**Pets:** Gardeners may not bring any pets or animals into the Garden, including for burial. No pet waste is allowed in the Garden area.

**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. Gardeners may not enter property next to the Garden without the owner’s permission.

**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.

**Compliance:** Gardeners must comply with all applicable local, state, and federal laws. **No Firearms:** Gardeners may not carry, use, or store firearms in the Garden.

**No Smoking:** Gardeners may not smoke in the Garden.

**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.

**No Sexual Relations:** Gardeners may not engage in sexual relations in the Garden.

**No Fires or Cooking:** Gardeners may not start or maintain a campfire, burn weeds, use a barbecue grill, or cook in the Garden.

**No Loud Music:** Gardeners may not play music or a radio loud enough to be a nuisance to other Gardeners or to the Garden’s neighbors.

**No Sales:** The Garden is for personal, noncommercial use only. Gardeners may not sell any produce or flowers grown in the Garden. Individual Gardeners may donate excess food to a local food shelf.

**DISPUTE RESOLUTION, RULE VIOLATIONS, AND SPONSOR RIGHTS**

**Dispute Resolution:** Gardeners will inform the Sponsor of any disputes about the Garden or with fellow Gardeners or coordinators. The Sponsor will hear these disputes and resolve them in the best interest of the Garden.

**Rule Violations:** Gardeners may lose their privilege to participate in the Garden if they fail to comply with any of the following Rules.

A Gardener may not:

• Endanger other Gardeners, the Sponsor, neighbors, or other individuals

• Take or use another Gardener’s tools, supplies, or produce without permission

• Encroach on Garden neighbors’ property

• Grow illegal plants

• Carry, use, or store firearms in the Garden

• Use or be under the influence of alcohol or illegal drugs in the Garden

• Have sexual relations in the Garden

The Sponsor may, at its discretion, immediately terminate a Gardener’s privilege to participate in the Garden for violating one of these delineated rules. If that occurs, the Gardener must leave the Garden by the end of Garden hours on the termination day and may not re-enter the Garden without Sponsor’s permission.

If a Gardener violates any of the other Rules, the Sponsor will inform the Gardener of the violation by sending an email to the Gardener or putting a red flag on the Gardener’s plot. The Gardener will have one week to correct the violation. If the violation is not corrected within one week, as determined by the Sponsor, the Sponsor may, at its discretion, terminate the Gardener’s Agreement. After termination, Gardeners will have two weeks to harvest and clean up their plot.

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

**No Limit on Sponsor Rights:** The processes, guidelines, and information contained in this document do not limit the Sponsor’s ability to enforce its rights under these Rules, limit or qualify a Gardener’s obligation to comply with applicable law or the Rules, or limit the Sponsor’s right to notify and/or involve government authorities as it may determine.

**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 Sponsor or the owner of the Garden’s land; or to obtain an injunction, specific performance, or other equitable remedy as a consequence of termination from participation in the Garden.

**OTHER PROVISIONS**

**Garden Rule Modifications:** The Sponsor may amend these Rules at its discretion without advance notice. The Sponsor will provide all Gardeners with a copy of the current Rules and will summarize any changes at the next annual meeting. Gardeners, through the Garden Coordinators, may propose Rules for the Sponsor’s consideration.

**Master Lease:** The Gardener’s Agreements with individual Gardeners are subject to the Master Lease between the landowner who owns the Garden’s land and the Sponsor. As a result, if the landowner terminates the lease, the Garden will close and the Gardener’s Agreement will terminate. At that time, Gardeners will no longer have access to the Garden.

**Waiver:** Any waiver by the Sponsor of these Rules must be in writing and signed by the Sponsor. Failure, neglect, or delay by the Sponsor at any time to enforce the provision of these Rules will not be considered a waiver of the Sponsor’s rights under these Rules. Waiver of any breach or provision of these Rules or failure to enforce any breach or provision of these Rules will not be considered a waiver of any later breach or the right to enforce any provision of these Rules.

**No Discrimination**: Sponsor will not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition, ancestry, marital status, citizenship, sexual orientation, gender identity, or status as a veteran.

**Translations Not Binding:** Sponsor may provide Gardeners with a translation of these Rules and related summaries or other explanatory materials. Sponsor does so as a convenience. Should there be any ambiguity or conflict between the English and the translated versions of these documents, the English- language versions will prevail. They, not the translations, are the official, legally binding documents.

**APPENDIX**

Gardeners can apply the following fertilizers and soil supplements without approval of the Management Committee.

Fertilizers

Commercial fertilizers specifically labeled as organic and derived from vegetable and animal matter. May contain added minerals, but no synthetic ingredients.

Calcium

Elemental, eggshells, foliar sprays, or other supplements such as bone meal.

Pulverized Limestone

Can be used to raise pH if soil pH tests below 6.

Nitrogen

Derived from plant and animal by-products. Examples include fish emulsion, alfalfa pellets, soybean meal, composted manure.

Magnesium sulfate (Epsom salt)

To provide magnesium.

Soil conditioners

Derived from plant or animal materials. Examples include: seaweed extract, worm castings, worm compost, coffee grounds, peat moss.

Use of fertilizers and supplements must comply with these four requirements: a) Application must be by hand or spray bottle (no hose-end or tank sprayers).

b) Nutrients must be “dug-in” so that they don’t spread or “run off” during rain/watering (does not apply to foliar sprays).

c) Commercial products must be used in compliance with label directions.

d) Fertilizers and supplements must be used in a manner that does not affect neighboring plots or any area outside of the individual Gardener’s plot boundaries.

Modified July 26, 2021