



## South Pasadena Community Garden Garden Rules and Gardener's Agreement

*updated March 2024*

Thank you for your interest in joining the South Pasadena Community Garden! The South Pasadena Community Garden consists of 42 plots that are available for leasing by households. The garden includes communal and educational plots, shared fruit trees, and native plants. Because the garden is a shared space, it is important that everyone agrees to the rules for how to maintain the garden and its shared areas as well as cultivate positive relationships between community members. Gardening here is a privilege; each gardener is expected to respect the land, fellow gardeners, and neighbors. These garden rules will be reviewed every 12 months to ensure that they reflect the specific needs of the garden.

### **Garden Hours, Maintenance, and Tools**

1. Gardeners may access the garden from dawn to dusk year-round. Gardeners are responsible for locking the gate behind them. Combinations are strictly for personal use and must not be shared with others.
2. Gardeners must plant their plot within 15 days of the plot being assigned. They must garden year-round.
3. If gardeners are unable to tend the plot due to illness, traveling, or any other long-term absence, they must arrange for someone else to tend the plot (ideally, someone from their household or another gardener), and notify the Garden Leadership Team of the details by emailing [spascommunitygarden@gmail.com](mailto:spascommunitygarden@gmail.com). The substitute gardener (if that person is not another gardener who has already signed an agreement) will need to sign a waiver form.
4. Gardeners must keep their plot, paths, and surrounding areas around their plot clean and free of trash, weeds, and debris. Structures such as greenhouses are not allowed in plots. Plant support structures must not be higher than 4 feet to avoid shading other plots. Furniture (such as chairs, umbrellas, and benches) is not allowed in plots. Gardeners must keep the plot free of weeds, pests, and diseases. Because of the communal nature of a community garden, this is necessary to control against invasions of the whole garden. In serious cases, the Garden Manager(s) may remove diseased or invasive plants or weeds.
5. Plot boundaries are clearly defined and plants must remain within the boundaries of each plot. Gardeners may not plant or maintain trees or invasive/difficult to remove or woody plants such as mint, lemon balm, and rosemary, or plants with thorns. Individuals' plants are to be planted only in raised bed areas.
6. Gardeners may only take as much produce, such as artichokes and figs, from the communal areas, that they can carry with their own two hands (i.e., no more than two handfuls of each type of produce *per season*). They may not use a bag or other container when harvesting



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produce from communal areas.

7. Gardeners must not apply any non-organic pesticides, insecticides, or herbicides in the garden without approval from the Garden Leadership team. Organic gardening promotes the health of our produce, soil, and fellow gardeners.
8. Gardeners may not cultivate any plants that are unlawful in the garden, such as cannabis.
9. Gardeners are responsible for taking any trash, recyclables, and green waste that belong to them out of the garden immediately. Trash cans in the adjoining pocket park may not be used for garden waste.
10. Tools must be returned to their proper location after use to keep the garden and toolsheds in a neat condition. Gardeners are responsible for locking the toolsheds. If a tool is missing, damaged or broken, inform a member of the Garden Leadership Team immediately. Gardeners may be held responsible for damaged or broken items or equipment.
11. Please conserve water and use a trigger-operated nozzle on the hose as required by California law. Notify the Garden Leadership Team of any leaks. To conserve water, please carefully assess your plot's need for water, water generally in the morning or evening, use mulch, and do not overwater. Gardeners must comply with applicable City and State water restrictions.
12. To protect hoses, please leave them stretched out along the aisles and do not coil them. Release the pressure in the hose after turning off the water supply.
13. Gardeners are required to contribute a minimum of two volunteer hours each month both to maintain the communal areas of the garden and to contribute to the building of the garden community. Attending the monthly Community Day qualifies as such (see below for more information).

### **Garden Leadership Team, Plot Assignments and Gardener Meetings**

14. The volunteer Garden Leadership Team may consist of up to seven positions: Chair, Vice-Chair or Co-Chair, Treasurer, Secretary, Outreach, and Garden Managers. These positions are held for a two-year term and then nominations will be accepted in October and elections held in November to elect new leaders. The new team will work with the outgoing members in December, and their terms will begin on January 1. There are no term limits and members can self-nominate themselves for re-election. Besides providing leadership and management of the Garden, the Leadership Team is responsible for liaising with the Los Angeles Community Garden Council and appointing committees, as needed. The Garden Leadership will enforce the Garden rules and interpret them in its reasonable discretion.
15. Members of the Garden Leadership Team who resign or are asked to step down mid-term may be asked to give up their plot during the next plot change (typically April 1 every other year).
16. Plots are assigned based on the date and time of receipt of the plot application and application fee. Only one plot will be assigned per household. Preference for assignment of plots will be



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given to the following groups: (1) South Pasadena residents residing within 500 feet of the garden and (2) other South Pasadena residents, with up to 30% of plots to be assigned to those in Group (1). Garden Leadership will only consider accepting applications from non-residents after diligent efforts for at least 60 days after the opening have failed to locate a resident for that plot. All gardeners must be at least 18 years of age.

17. An application fee of \$60 must accompany the application for new gardeners. Payment can be made by check payable to "Los Angeles Community Garden Council" or by cash. A receipt will be issued for all cash payments. The application fee will be applied toward the plot fee in the event that you are assigned a plot. In the event there is a waitlist, the application fee will hold your place.
18. The plot fee is \$120 per year, due in full upon assignment to a garden plot and execution of the Gardener's Agreement. The plot fee will be reassessed annually to ensure that it covers the cost of the water bills and basic garden maintenance. Each year thereafter, the dues are due by March 31st for the new term starting April 1. If your dues are not received by the due date, your plot may be reassigned to an applicant on the wait list.
19. Once a plot has been assigned, you will be provided with a one-hour Orientation at the Garden with the Garden Manager. At this point you will receive the information needed to access the garden (combinations, locks, etc.) Please do not share this information with anyone who is not a registered gardener at the South Pasadena Community Garden. The orientation is required prior to your first planting.
20. Plots are assigned for two-year terms, with an April 1<sup>st</sup> renewal date every other year for all gardeners. Renewal is not automatic and is granted to those in good standing. After the initial two-year term, the leadership team will assign plots from a blank slate. All leadership team members must be active gardeners, so they will be given plots first, and then priority will be given to gardeners on the wait list, then to those gardeners who received their plots with less than one year remaining in the then-current term, and any other current gardeners who wish to retain their plots will be put into a selection process for the remaining plots.
21. Fees will not be refunded.
22. If all plots have been assigned, an applicant will be placed on a waitlist. The Garden Leadership Team will maintain this waitlist.
23. Gardeners are expected to attend a monthly Community Day, which is typically on the first Saturday and Sunday of each month at 9am. The date and time may vary depending on holidays and other factors. The Community Day will typically consist of a meeting for all gardeners, including announcements and sharing of gardening tips and resources. Other Community Day activities may include gardening workshops, social activities, and tasks and projects to improve the operations and infrastructure of the overall garden. By attending, gardeners earn the two hours that are needed to fulfill the monthly service expectation.
24. If a gardener cannot attend a scheduled Community Day, they may request to perform independent work in the same month (which must be approved in advance by the Garden



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Leadership Team), and, after completing the work, must fill out the volunteer sign-in sheet located in the tool shed or send an email to [spascommunitygarden@gmail.com](mailto:spascommunitygarden@gmail.com) indicating the days in which the work was fulfilled and the task performed; in such cases, the gardener may be requested to provide photographic or other evidence of the completion of the task. Independent work hours only apply to the month in which they are earned and may not be “banked” for the future. As a final alternative, the gardener may pay a fee of \$30 for each Community Day that is missed. Any gardener who, without adequate excuse, fails to fulfill six monthly service expectations in a twelve-month period is subject to removal from the garden. Although independent work or payment of fees may satisfy the monthly service expectation for a particular month, all gardeners must still attend at least half of the scheduled Community Day weekends in each twelve-month period. Any gardener, who, without adequate excuse, fails to attend at least half of the scheduled Community Day weekends in a twelve-month period is subject to removal from the garden.

### **Mutual Respect**

25. Gardeners must not take food, plants or materials from other gardeners’ plots.
26. Gardeners must not water, weed or cultivate other gardeners’ plots without express permission from that plot’s main gardener.
27. Gardeners must not use abusive or profane language or harass or discriminate against others on any improper basis, , including but not limited to: age, race, religion, national origin, gender, sex, sexual orientation, political affiliation or ability.
28. Gardeners’ guests and visitors may enter the garden only if accompanied by the main gardener. Guests and visitors must follow all rules, terms, and conditions stated here.
29. All children under 18 years must be supervised by a responsible adult.
30. Alcohol (except where expressly authorized by Garden Leadership for special events), tobacco, and illegal drugs are prohibited in the garden.
31. Possession of dangerous chemicals, harmful substances, and firearms is prohibited at all times.
32. Pets are not allowed in the garden.
33. Community events may be held in the garden only with the permission of the Garden Leadership Team.
34. Gardeners may not collect money or organize raffles without the permission of the Garden Leadership Team.

### **Safety**



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35. Please report any accidents or vandalism promptly to a member of the Garden Leadership Team.
36. In case of fire or other emergency please call 911.
37. For city services, call Sheila Pautsch, Community Services Director, 626-403-7362, [spautsch@southpasadenaCA.gov](mailto:spautsch@southpasadenaCA.gov) or Public Works at 626-403-7373.

### Consequences for Violating the Garden Rules

38. Gardeners may be asked to leave the garden for:
  - a. Violating the stated rules
  - b. Neglecting to maintain their plot. The chair or co-chair may contact you if your plot appears neglected and you have two weeks to address the issue at hand. If the issue is not remedied, your plot will be reassigned.
  - c. Harassment, discrimination, physical or verbal abuse of any party affiliated with the garden.
39. Removal from the garden will generally follow:
  - a. For the first incident, a documented verbal warning, which may be made in a one-on-one meeting
  - b. For the second incident, a final written notice
  - c. In the event of a third incident, a gardener will be asked to leave the garden
  - d. These steps may not apply if the gardener fails to meet the service expectations described above or if the violation is egregious.
40. Upon dismissal, dues will not be returned. You may take plants from the plot and the plot is to be left in good condition.

### Additional Provisions

#### A. TEMPORARY RIGHT TO GARDEN

1. Plot. You have the temporary right to garden in a plot in the Garden. Your immediate household members may garden with you as your guests. As long as you remain a Gardener in good standing, you may use the Plot for a period of up to two years within a term. Note: While the usual lease term for plots is two years, gardeners who get a plot later than mid-term will receive priority for the following term. Prior to departure from the garden, gardeners must leave their bed ready for new gardeners.
2. No Refund. You understand that you will not receive a refund or reimbursement for your



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expenses, or any other payment, if you decide not to garden or if LACGC suspends or terminates your right to garden, even if you have spent a lot of time and money on the garden. You understand that only you and no one else, including your family, has any rights under this Agreement.

3. Fees. When you sign this document, you will pay a fee of \$120 per year to use the plot. (If you submitted \$60 as an application fee, that fee will go toward the \$120 total.) Thereafter, you will pay this annual fee no later than March 31 of each year. You understand that the fee may increase in future years. Any non-payment of fees of more than 30 days risks termination of gardening privileges.
4. No Transfers. Only you and your immediate family (in your presence) and officially designated sharing partners can garden in your assigned plot. Gardeners may not transfer their plot to anyone.

### B. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

1. You understand that participating in the Garden has a risk of death or injury to yourself or your guest and damage to your personal property. The risks could be caused by you, other gardeners, volunteers, the LACGC, the City of South Pasadena, or the owner of the property, CalTrans. The risks could also come from the condition of the land where the Garden is located, the equipment and tools available at the Garden, the conduct of others, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.
2. In exchange for your right to participate in gardening and/or events at the Garden, you agree to take on all risks of harm, even if the potential harm is caused by someone else. In legal terms, you agree to "assume the risk." You (on behalf of yourself and your next of kin, heirs, and representatives) also agree forever to release from all liability and waive any claim or right you have or may have in the future (including the right to sue or otherwise attempt to collect money) against CalTrans, the City of South Pasadena, LACGC, the Garden, or anyone acting on their behalf (collectively referred to as "Released Parties") for any losses or damages resulting from death, injury, or property damage, to you, anyone else, or any property, related to the condition of the Garden or related to arising out of your presence in the Garden or your activities or others' activities in the Garden, other than that caused by a Released Party's conduct that is reckless, intentional, illegal, or constitutes gross negligence. In legal terms, you "waive and release all claims" against the Released Parties, and waive any and all rights under Section 1542 of the California Civil Code, which states: "CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE - A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
3. You understand that LACGC and the Garden would not permit you to participate in any



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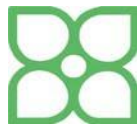
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events or activities in the Garden without your agreement to this Agreement.

4. You give up any right to sue or otherwise attempt to collect money from the Released Parties arising out of any first aid, treatment, or medical service, including the lack of such or timing of such, given in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers' compensation, or any other benefits that may be maintained by LACGC or other Released Parties.
5. You are responsible for any damages or losses suffered by the Released Parties that are caused by you or your guests' actions. In legal terms, you agree to indemnify and hold the Released Parties harmless, and to defend the Released Parties, from any and all actions, claims, proceedings, damages to persons or property, losses, costs, attorneys' fees, expenses, errors, omissions, or liabilities arising out of or in connection with your participation in events at the Garden.
6. You agree to allow the Garden, LACGC, and the City of South Pasadena to use any photographs, interviews, videotapes, film other visual or auditory recordings, or any other medium, including the internet, of you or your guests that the Garden or others may create in connection with you or your guests' participation in the Garden. You agree that you do not have to inspect or approve the finished project and you are not entitled to any compensation for the finished product.
7. You understand that this document is written to be as broad and inclusive as legally permitted by the State of California. You agree that if any portion is held invalid or unenforceable, you will continue to be bound by the remaining terms. No oral representations or statements have been made other than in this written form, with regard to the subject matter of this form. Any changes to this Agreement must be in writing and signed by you and the LACGC or its agents.
8. You understand that this Agreement gives the LACGC, City of South Pasadena or CalTrans the right to enforce certain parts of this Agreement against you. In legal terms, the LACGC, City of South Pasadena, and CalTrans are each an express third-party beneficiary and can enforce Section B of this Agreement.

### C. TERMINATION OF LEASE

If South Pasadena or CalTrans terminates the lease for the land where the garden is located, your right to garden will end. The City of South Pasadena or CalTrans can terminate the lease at any time. LACGC will notify you if the lease is terminated.



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**South Pasadena Community Garden  
Gardener's Agreement  
2024**

Gardener Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Mobile Phone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact (Name & Phone): \_\_\_\_\_

Preferred method of communication:  Home Phone  Mobile Phone  Text  Email

- I have read, understand, and agree to abide by the South Pasadena Community Garden Rules and Gardener's Agreement.
- I understand that the plot dues are \$120 per year, payable in March of each year. Checks are payable to "Los Angeles Community Garden Council." This rate will be assessed periodically to ensure that it covers the water bill and basic garden maintenance.
- By signing this form, I understand that I am releasing and holding harmless the Los Angeles Community Garden Council, CalTrans, the City of South Pasadena, and the volunteer garden leadership team and volunteers, from any liability, damage, loss or claim that occurs in connection with the use of the garden by me or any of my guests.

**PRIMARY GARDENER**

**ADDITIONAL HOUSEHOLD ADULT GARDENER  
(IF APPLICABLE)**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print)

Name: \_\_\_\_\_  
(print)

Date: \_\_\_\_\_

Date: \_\_\_\_\_