

East Passyunk Crossing Civic Association Community Garden

Rules, Regulations and Commitments

This document sets out the rules that govern the East Passyunk Crossing 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 Garden to be a good neighbors within our community. East Passyunk Crossing Civic Association and its Beautification Committee (“The Sponsor”) is a nonprofit organization (501 3c) that leases the land for the Garden, sponsors the Garden, and administers these Rules. Every person who has a plot in the Garden (called “Gardeners”) must sign a legal agreement with the Sponsor in which the Gardener agrees to comply with these Rules.

A. ACCESS TO THE GARDEN

Season: The Garden is open and accessible year round, except religious holidays.

Hours: Gardeners may be in the Garden between 8 am to sunset.

Members: Members must reside within the East Passyunk Crossing Civic Association Boundaries from Broad to 6th St. and Tasker to Snyder Streets. The East Passyunk Civic Association does not discriminate on the bases of race, color, national origin, religion, sex, sexual orientation, age or disability. Must be 18 years of age or older or accompanied by an adult at all times. Members must also join the East Passyunk Crossing Civic Association.

Keys and Security: Sponsor will give each Gardener one key to the Garden [or the combination or code to open the lock]. Gardeners will pay a \$ 20 deposit in exchange for receiving the key. The deposit will be returned when Gardener returns the key upon vacating his or her plot, cleans his or her plot, and replaces any broken tools. Gardeners may not make any copies of the key. On leaving the Garden, Gardeners are responsible for locking the gate if there are no other individuals in the Garden. Gardeners will follow any additional security guidelines that may be announced by Sponsor.

B. GARDEN PLOTS

Use of Own Plot: Gardeners may use only the plots assigned to them by the Beautification Committee under the leadership of the Sponsor and the Community Plots. 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.

Gardening in the Community Plots is permitted during Community Plot Workdays and according to the work checklist.

Allocation of Plots: Plots will be allocated initially based upon service to the Garden, the Beautification Committee, and the East Passyunk Crossing Civic Association in that order and based on a points system. The order of allocation will be based purely on the discretion of the Beautification Committee Leadership based on these points. Those with no service will be given plots on a first come, first serve basis or placed on the wait-list in that order. All plots after the initial distribution will be based on a first come, first serve basis as determined by the wait list.

Shared Plots: Plots may be shared amongst members, provided each member has filled out the appropriate forms. Responsibilities may be divided among the group. The Primary Applicant will be the primary contact and held accountable for the group.

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. Gardeners may not grow any plants or add any structures above 4 feet in height. No invasive plants are permitted as distinguished by the Beautification Committee Leadership. Species include, but not exclusively, mint, morning glories, bamboo, etc.

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 Sponsor or Gardeners collectively. Items provided by the sponsors are not permitted to be removed from the grounds or amended.

Organic Methods: Gardeners will garden organically. Gardeners will check with the Sponsor before applying any fertilizers, pesticides, herbicides, or rodenticides, even if labeled "organic." Use of compost, organic mulch, and weeding is always acceptable.

Water: Each Gardener is responsible for watering his or her own plot. 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.] Hoses must be rolled up and returned to where they are stored when use is completed. Each gardener will also be responsible for watering the community plots once monthly.

Tools: Gardeners may bring their own tools into the Garden to use in their plots, but they cannot store any tools in the Garden. 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 (There may be exceptions on building days and by permission of the Sponsors).

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.

Summer gardening begins in early spring. Plots should be weeded and planted by May 15. Winter gardening begins in early fall. Your plot should be replanted with a winter or cover crop, amended with compost or covered by mulch by November 1. Failure to replant or clean your plot by November 1 will result in the loss of your deposit.

Yearly Clean up: Gardeners will perform a yearly cleanup on their plots on approximately November 1.

Compost: Gardeners will place any organic waste such as weeds, dead plants, or rotten produce, in the compost pile designated by Sponsor. Unchopped thick stems and diseased plant materials will be excluded from compost piles. Compost will be primarily used for the community garden plots.

Trash: Gardeners are expected to remove their own trash when they exit the garden and place in the appropriate receptacles designated to the garden. Trash amounts larger than one small trash bag must be removed from the premises entirely.

Absence: Gardeners may not abandon their plots. Abandonment means failing to maintain a plot for 2 weeks. If a Gardener expects to be away from the Garden for more than 2 weeks, but less than 3 months, he or she must inform Sponsor. The Gardener and the Sponsor will then determine an alternative, such as a temporary substitute, acceptable to both. Gardeners who are away for more than 3 months will lose their plots, unless a surrogate is named and approved by the Sponsors. Gardeners may name a surrogate for one period of time every 7 years.

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, Sponsor can keep and sell the abandoned property.

C. COMMON AREAS AND RESPONSIBILITIES

Common Tools: Sponsor or Gardeners collectively will provide a set of tools in a storage shed in the Garden for use by all Gardeners (the “Common Tools.”) Gardeners will return the Common Tools to the storage shed as soon as they are finished using them. If a Common Tool appears dangerous or in disrepair, the Gardener will not use the Common Tool and will inform the Sponsor immediately.

Common Responsibilities: Gardeners will keep clean and neat any common area, such as pathways and storage sheds. Gardeners will promptly report any concerns about the safety of the Garden to the Sponsor. 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 Sponsor will bear the cost of the repairs.

Garden Group Work Days: All Gardeners must participate in 2 Garden Work Days per year, where they participate in cleaning and maintaining the Garden, as well as the surrounding Neumann Goretti campus. There will be 3-4 a year.

Community Garden Responsibilities: There will be several tasks related to the maintenance of the community plots. There will be a daily checklist associated with these tasks. Each gardener will complete each task at least one time monthly and sign and date the ledger. Daily tasks can be performed by proxy for other gardeners.

Community Garden Work days will be held twice weekly as needed on Saturday or Sunday from 6 PM-8 PM. These days will include basic maintenance, cleaning, planting, and harvesting and will be open to the community. Each gardener will be required to attend one Community Garden Work Day monthly.

D. COMMUNICATION

Garden Management: The Beautification Committee through its protocols and under the leadership of the Sponsors has complete authority to interpret the Rules and make decisions.

Communication: The Sponsors have delegated the Beautification Committee and its leadership to be the official point of contact for the Sponsor and Gardeners. Committee Meetings are held monthly and Garden Meetings will be held in addition to these as needed. All gardeners are encouraged to participate in all meetings. Disputes unresolvable by the Beautification Committee will be brought forward to the Board of the Sponsors for further mediation, as needed.

Contact information: The Sponsor will provide a bulletin/announcement board in the garden and by various means of Internet communication. The Beautification

Committee Leadership will post contact numbers on the board in the Garden. Gardeners must tell the Coordinators of any change in their contact e-mail addresses or phone numbers. Names, duties, and contact information for each of the leader of the Garden will be posted as well.

Gardener input: Gardeners are encouraged to provide suggestions about Garden operations to the Beautification Committee Leadership. Gardeners should contact the Coordinators directly at the number provided by the Coordinator, not the Sponsor's office, with any questions relating to day-to-day operational matters.

Gardener Orientation: New Gardeners must attend a Sponsor and leadership team led orientation 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, these Rules, assignments of plots, or to discuss any issues or concerns. The Beautification Committee will give written notice of the annual meeting, sent by email or first-class mail, no fewer than 14 days in advance.

Confidentiality: Sponsor and other Gardeners will not use any personally identifiable information, including Gardener's name, email address, telephone number, or street address, for purposes other than the operation of the Garden.

E. CONDUCT

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

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 18. 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. Guest violations of these Rules are treated as violations by the Gardener themselves. Permission from the Sponsors is required for more than 3 guests.

Events: The Garden may hold internal garden community-building events such as potluck dinners, gardening workshops, music in the garden, etc. All events must be reviewed and screened for permission by the Sponsors.

Pets: Gardeners may not bring any pets or animals into the Garden, including for burial.

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. Breaking of this rule will result in immediate termination and the perpetrator will be subject to state and federal 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.

Smoking: The Garden is on school grounds and smoking is not permitted.

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, bonfire, or burn weeds or trash. Use of a barbecue grill, or cooking may be allowed for special events and only with written permission from the Sponsors.

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.

No Sales: The Garden is for personal, noncommercial use only; Gardeners may not sell any produce or flowers grown in the Garden.

Parking: Parking is not permitted in the lot next to the garden. Exceptions may be made for in and out drop offs.

F. PROBLEMS

Dispute Resolution: Gardeners will raise with the Beautification Committee Leadership any disputes about the Garden or with fellow Gardeners. The Leadership will have the power to hear these disputes and will resolve them in the best interest of the Garden.

Rules violations: Gardeners may lose their rights to participate in the Garden if they fail to comply with any of these Rules. If a Gardener:

- endangers other Gardeners, Sponsor, neighbors, or other individuals;
- takes or uses another Gardener's tools, supplies, or produce without permission;
- encroaches on Garden neighbors' property;
- grows illegal plants;
- carries, uses or stores firearms in the Garden;
- uses alcohol or illegal drugs in the Garden; or
- has sexual relations in the Garden
- does not perform their annual work obligations

The Sponsor 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 Sponsor's permission.

If a Gardener violates any other of these Rules, Sponsor will inform Gardener of the violation by sending an email to the Gardener or putting a red flag on the Gardener's plot. Gardener will have one week to correct the violation. If the violation is not corrected within one week, then a formal written warning will be presented and signed by the violator. If a third violation occurs, as determined by the Sponsor in its discretion, the Sponsor may, at its discretion, terminate the Gardener's Agreement. After termination, Gardener will have one week to harvest and clean up the plot.

Upon termination for any reason, a Gardener will promptly return to the Sponsor the key to the Garden and any other Sponsor property. Terminated Gardeners are not entitled to any refunds or other payments from the Sponsor.

No Limit on Sponsor Rights: The process described in this Section G does not (i) limit the Sponsor's ability to enforce its rights under these Rules; (ii) limit or qualify a Gardener's obligation to comply with applicable law or the Rules; or (iii) 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.

G. OTHER PROVISIONS

Changes in the Rules: Sponsor may amend these Rules in its discretion without advance notice. Sponsor will provide all Gardeners with a copy of the current Rules, will post a copy of the current Rules at the Garden, and will summarize any changes in the next annual meeting. The Gardeners, through the Beautification Committee Leadership team, 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 landlord who owns the Garden's land and Sponsor. As a result, if the landlord terminates the lease, the Garden will close, and the Gardener's Agreement will terminate. At that time the Gardeners will no longer have access to the Garden.

Garden Agreement Controls: Nothing in these Rules limits, qualifies, or otherwise affects the Garden Agreements between the Sponsor and each Gardener. Should there be any ambiguity or conflict between a Gardener Agreement and these Rules, the Gardener Agreement will control.

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 except the Sponsor will keep available plots for the Community Garden and Children's Plots. Gardener's must live within the East Passyunk Civic Association boundaries as stated above.

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 control. They, not the translations, are the official, legally binding documents.