



EAST ANAHEIM
COMMUNITY GARDEN

OPERATING POLICY

East Anaheim Community Gardeners are required to read, sign and agree to abide by the policies outlined in this document. Garden membership is contingent upon this agreement. This document is an agreement between each member and the Board of Directors.

I have read the East Anaheim Community Garden Operating Policy, and agree to abide by all the rules within.

First and Last Name (Please print):

Signature:

EACG Board Member First and Last Name (Please print):

EACG Board Member Signature:

Date: _____

Assigned Plot: _____



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First and Last Name (Please print):

Signature:

EACG Board Member First and Last Name (Please print):

EACG Board Member Signature:

Date: _____

Assigned Plot: _____

East Anaheim Community Garden Operating Policy

As a member, you agree that you have read this contract, agreeing to abide by the Operating Policies of the East Anaheim Community Garden (EACG). The EACG Board of Directors is the final arbiter of any disputes or violation of garden rules and regulations.

Suggestions or questions about EACG should be brought to the attention of the Officers and the Board, in person or email info@eacg12.com. The current policies are subject to change to allow for continuous growth and improvement of the garden.

Article I – Name of Organization

Initial The name of the organization is the East Anaheim Community Garden (EACG), an affiliate of the Anaheim Community Foundation. The **Anaheim Community Foundation** is a non-profit public benefit corporation located at Anaheim City Hall, 200 S. Anaheim Blvd, Anaheim, CA.

Contact the East Anaheim Community Garden Board of Directors:

Mail: P.O. Box 28256
Anaheim, CA 92809

Email: info@EACG12.com

Article II - Mission and Policies

Initial The mission of EACG is to build an affordable community garden space, create pollinator-friendly gardens, a healthy source of fresh food, build a stronger sense of community, provide a place of beauty for all to enjoy, and have fun in the process.

EACG shall not carry on any other activities other than as described within.

The activities of this organization shall be conducted without financial benefit to any member.

Article III – Membership

Initial The organization shall be structured to have two levels of membership; Board membership and General membership. Membership is open without discrimination to all.

The organization will also call upon Community Partners who are members of the general public. Community Partners are non-paying members of the Garden Community, but will contribute time and provide support for garden projects or community events, therefore have a vested interest in the garden and our community. Community Partners are invited by the Board or they may, at their own discretion, contribute suggestions and request involvement to benefit the Garden Community.

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General Membership: A Member is leased a plot through application and payment of annual dues. Applications are available on our website, EACG12.com. The applicant must be at least 18 years of age.

1. All members must contribute annual community hours, as set in Article VI. Hours can be contributed during designated work parties or coordinated privately with site managers.
2. Organizations may apply for General Membership; one designee must be named on the application.
3. Members shall comply with all current responsibilities, policies and posted rules of membership. ***Any member that does not maintain his or her plot in compliance to the EACG's rules, stated in Article VI, shall forfeit the right to his or her plot.***
4. Members who have been removed for non-compliance may not reapply, and are not eligible for refunds of unused annual fees.
5. Membership in EACG will be revoked, and the member evicted, upon the 3rd non-compliance notification in one calendar year.

Board Membership: Shall be described as follows:

1. The Board of Directors shall be the governing body of this organization.
2. There will be seven (7) board members known as the Board of Directors. Open positions are voted on annually by the general membership.
3. Budget, resource development, strategic planning and public relations shall be the responsibility of all the Board of Directors members and shall be discussed during the monthly Board meetings.
4. The Board of Directors, at its discretion, may increase the number of board positions, but will always keep an odd number.
5. The Board of Directors shall have the power to create and propose new rules to ensure the continuous growth and protection of the garden.

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Board Members Terms of Service

Any member in good standing is eligible to be nominated for a Board position. Organizations sharing a plot shall designate a member who is actively participating in maintaining the plot to be eligible to serve on the Board.

Board Members shall serve for two (2) years. No member shall serve on the board for more than two (2) consecutive terms. The President, Treasurer & Site Manager 1 terms will end on December 31st of even-numbered years. The Communications Coordinator, Events Coordinator, Secretary and Site Manager 2 will end on December 31st of odd-numbered years.

Board Structure

President: The President shall have the overall responsibility of directing EACG to ensure the Mission of the Garden Community is realized. The President shall work closely with the other Board members to create the vision for EACG. The President shall call all meetings upon the suggestion and agreement of the Board of Directors. The President shall prepare agenda items and include all topics found necessary by the Board of Directors.

Treasurer: The Treasurer shall maintain all financial records and present a monthly financial report to the Board of Directors. The Treasurer will manage EACG's budget and shall be responsible for paying the organization's bills upon approval of the Board of Directors.

Secretary: The Secretary shall record business conducted and motions passed by the Board of Directors and ensure the Board upholds parliamentary procedures. The Secretary is responsible for recording meetings minutes for all Community Garden meetings. Minutes of the monthly membership shall be posted on the website. All minutes shall be distributed within seven business days following each meeting.

Site Manager 1: Site Manager 1 shall:

- Keep an inventory of all community property including tools and resources, and coordinate, upon approval of the Board of Directors, the repair, replacement or purchase of community assets.
- Identify site maintenance needs and coordinate work parties in support of the needs of the garden.
- Manage external partners/volunteers involved in irrigation, site maintenance and site improvement activities.
- Have oversight over site maintenance work, partnering with Site Manager II.

Site Manager 2: Site Manager 2 will help in the general day-to day maintenance of the Garden, and will serve as a backup Site Manager in emergency situations or cases where Site Manager 1 is not available.

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Communications Coordinator: The Communications Coordinator shall maintain communications with all members and community partners. The Communications Coordinator shall maintain the website and other social media outlets under, and only under, the direction and approval of the Board of Directors. The Communications Coordinator shall not use the garden media outlets for communications not approved by the Board of Directors.

Events Coordinator: The coordinator will direct the planning, set-up, and breakdown of all Community Garden Events or events where EACG has a presence. This includes recruiting event volunteers for all on-site and off-site events.

Membership Dues and Penalties

Membership dues shall be reviewed on an annual basis and adjusted by a reasonable amount when needed. Membership dues and any Board-approved special fees will be communicated to the general membership prior to the annual renewal or as needed.

1. The lease agreement between EACG and the member is for one calendar year, ending December 31st. Membership is contingent on receipt of funds by January 31st of the current year, at one of the scheduled January Renewal Fairs. Members will pay an annual fee based on the size of their plot.
2. Renewals are not automatic. Members with one or more compliance violations are subject to review by the Board of Directors, before a Renewal Statement is sent.
3. Renewal Statements will be issued on December 1st of each year. Annual Fees are payable only in-person at the announced Renewal Fair dates in January of the new year. Exceptions will be considered if communicated to the Board via email, before the Renewal Fair period ends. An Annual Irrigation Inspection is required for renewal.
4. If a member chooses not to renew his or her membership, they will notify the board and clear the plot of all vegetation, and personal items by December 31st of that year.
5. One plot per individual or family. Effective January 1, 2013 members with two (2) plots are grandfathered in.

Article IV – Meetings

Meetings: Unless otherwise directed by the Board, regular meetings of the Board of Directors are held on the first Thursday of the month.

Special Meetings: Special meetings may be called by the President or the written request of a member of the Board.

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Quorum: Four (4) voting members of the Board of Directors shall constitute a quorum.

Vacancies: Vacancies on the Board, except in the office of the President, shall be filled by a majority vote of the general membership. The office of the President shall be filled by the Board of Directors, if a vacancy should arise from resignation or other. In the event the President is unable to preside over a meeting, he/she may designate a member of the Board to fill in as “Pro-Tem” President.

Article V – Annual Elections

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- Initial
1. Notification of election and description of each open Board position will be distributed in September to all members. Nominations for open positions should be submitted to the board by October 1st.
 2. Board nominations will be noted at the October Board meeting and ballots will be distributed a week after the October Board meeting.
 3. Elections shall be held online during the month of October. In-person voting shall be held at the Annual General meeting in November.
 4. New members of the Board will take office on the January 1st of the following year.
 5. Only one family or organization designee per plot can be elected to the Board or cast a vote.

Article VI – Community Garden Rules

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- Initial
1. **Plant.** - Plant year-round. EACG has a Planting Calendar as a guide for year-round growing.
 2. **Harvest.** –Members are responsible for harvesting their crops in a *timely manner* to minimize disease and ensure the health of the garden. Crops left to fall to the ground or rot will be considered a violation. It attracts fungus, insects, and rodents.
 3. **Clear.** – When the plant is clearly done —browning, drying, no new growth —clear it out. This attracts fungus, insects, and rodents and will be considered a violation.
 4. **Weed.** – Members will keep weeds out of their plot, and in the areas immediately surrounding their plot.

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5. Members will plant only in containers or raised beds within their designated plot. Members will not use poured concrete in any bed or in the garden.
6. No gardener shall erect or maintain a permanent structure that exceeds 84" in height, measured from the level path to the top of the structure.
 - a. A structure is defined as solid material including, but not limited to:
 - i. Wood
 - ii. Metal
 - iii. Plastic
 - iv. Rubber, etc.
 - b. A structure is permanent if it is affixed to the raised bed or secured in the native soil.All existing structures are subject to review.
7. **No built-in, wooden, enclosed storage boxes. No additional storage around leased composters**, such as tools, trellises or stakes, wagons, etc.
8. Automatic irrigation systems are optional and the sole responsibility of the gardener. All drip lines and timers must be purchased from an approved manufacturer and installed with a Pressure Regulator and Backflow valves AFTER the timer. Any gardener who is overwatering and creating a "bloom" in the pathways immediately surrounding the plot will be considered in violation. All installations are subject to the final approval of the Board of Directors.
9. New Gardeners will be allowed 90 days to build and plant the raised bed boxes.
10. If a member's plot becomes unkempt or the member has taken no action in 60 days (no clearing or planting has taken place), the member will be sent a Compliance Violation notice. The member has 15 days to rectify the violation. If the member hasn't complied within 15 days, a second Compliance Violation will be issued. Again, the member has 15 days to rectify the violation. Failure to notify the Board of Directors, or comply within 15 days after the second violation, the gardener will lose membership in EACG.
11. Compliance Violations will be sent via email, with a courtesy phone call within 24 hours of notice.
12. Members will not plant the following: trees, mint, cane berries (genus *Rubus*), sweet potatoes, bamboo, ivy, Morning Glory, cannabis, or sunflowers (genus *Helianthus*).

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13. Members will limit planting, decorating and placing personal objects to his or her assigned plot. Any items placed outside of the assigned plot will be removed at the discretion of the Site Managers.
14. Members may only pick only crops from their own plot, unless given permission by another member.
15. Members will not use Round Up®. It is the policy of EACG to encourage “Integrated Pest Management” (IPM). IPM is the use of methods of controlling pests, weed control and foliar diseases that provide long term prevention or suppression of pest problems with minimum impact on human health, the environment, and non-target organisms. When possible, gardeners shall use OMRI certified products.
16. Members agree to work the designated annual volunteer work set for the current year, toward the overall community garden efforts. A penalty of \$20 per hour will be assessed on those members who have not completed the required work hours, if they choose to renew their membership for the following year. **Hours designated for the year 2018 are 12 hours per plot.**
17. No pets are allowed in the garden at any time.
18. Children under 16 must be supervised at all times.
19. Members will garden only between dawn and dusk.
20. Members may designate Guest Gardeners to act on their behalf while on vacation, medical leave or other temporary absence. All Guest Gardeners are required to sign a Waiver of Liability and submit it to the Board of Directors before assuming Guest Gardener status. Guest Gardeners are limited to **60 days** and must be approved by the Board.
21. No private parties are allowed at EACG unless hosted by the Board of Directors.

Community Garden Waiver of Liability

We hope your gardening experience is rewarding and safe, but accidents can happen. The following waiver must be signed by all gardeners to protect the East Anaheim Community Garden from liability.

Waiver: In consideration of being permitted to participate in any way in the East Anaheim Community Garden I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the East Anaheim Community Garden or its employees, volunteers, agents, members, board of directors, and officers from liability **from any and all claims** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Community Garden. (**Initials**_____).

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the East Anaheim Community Garden and its employees, volunteers, agents, members, board of directors, and officers HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Community Garden and to reimburse them for any such expenses incurred (**Initials**_____).

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect (**Initials**_____).

Photo Release: I authorize the East Anaheim Community Garden to use my or my child's photo in any manner East Anaheim Community Garden desires, for advertising, display, audio-visual, exhibition or editorial use (**Initials**_____).

Acknowledgment of Understanding: I have read this waiver of liability, fully understand its terms, **and understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Print Name	Signature	Date
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Parent or Guardian (if volunteer is under 18): I am the parent or legal guardian of the above named minor child and, as such, I am authorized to enter into this agreement. I agree that my minor child and I are bound by and subject to the terms of this agreement. I understand that my signature here reflects my agreement to **hereby release, waive, discharge, and covenant not to sue** the East Anaheim Community Garden or its employees, volunteers, agents, members, board of directors, and officers from liability **from any and all claims** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Community Garden.

Parent/Guardian	Name Parent/Guardian Signature	Date
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