

LAKE HIGHLANDS COMMUNITY GARDEN

DALLAS IS GARDENING, INC. - **2018** GARDENER'S AGREEMENT

MISSION STATEMENT: *"The mission of Dallas Is Gardening Inc., dba Lake Highlands Community Garden, is to strengthen and support organic community food gardening efforts through the promotion of sustainable practices, responsible environmental stewardship, education, and community service."*

NOTE: The limit is two plots per household and plot fees are determined by the Page 3 schedule. Gardening for commercial purposes is prohibited at LHCG. This agreement expires Dec. 31, 2017.

Plot Number: _____ Plot Size x Annual Fee: **+ \$90** Refundable Per Plot Service Fee = \$ _____
PLEASE PRINT **Make check payable to: Dallas is Gardening Inc.**

Full Name Primary Plot Holder _____ E-mail _____

Name of Partner _____ E-mail _____

Primary Address: _____ Dallas, TX ZIP: _____

Phone: (H) _____ (C) _____ Partner's Cell: _____

RULES & RESPONSIBILITIES:

1. I understand there are three "LHCG Community Days" to maintain common areas and to promote community spirit. I will perform four hours of assigned service on those days between 8 -12 a.m. Community Days for **2018** will be on Saturdays, **March 3, June 9 and Oct. 6**. In case of inclement weather, the alternate days will be the following Saturdays. If for any reason I cannot fulfill a Community Day obligation, I agree to forfeit the Service Fee for that day or request before the date an alternative Community Day. Assignment, which must be completed within 30 days. I understand I will be refunded \$30 per Community Day service. (*Service in one's plot does not qualify.*) LHCG's e-mail address for notification is: lakehighlandsgarden@gmail.com
2. I understand that special fee assessments can be made by the Board of Directors for garden needs.
3. I will take responsibility for my plot upon signing this agreement and will begin work in it within two weeks.
4. I will maintain my plot according to the attached "**LHCG Planting Regulations**" on page 3.
5. I will keep produce growing in my plot during at least three calendar quarters.
6. I will plant a cover crop or mulch my plot with leaves, straw or pine needles at any time I am not actively growing a seasonal food crop. I understand that "chip wood" mulch is for pathways, not inside plots.
7. I will help maintain the pathways with shredded wood chips around my plot.
8. I will return LHCG tools and wheelbarrows to a storage place. I will not leave personal tools in pathways.
9. I will keep weeds, litter, pots, broken furniture and bottles out of my plot or adjacent pathways.
10. I will maintain the wood box frame of my plot and repair or replace it as needed. Wood frames are mandatory and must remain the designated perimeter size.
11. I will not pick anyone else's crops or use their tools, hose without the plot holder's prior permission.
12. I will have no container of standing water in which mosquitoes might breed.
13. I understand LHCG is a non-profit community organization and I will consider donating excess produce to LHCG's donation program.
14. I understand the garden land and the water supply belong to the City of Dallas.
15. I will act responsibly in the garden. I accept that I will be asked to relinquish my plot for any conduct deemed by the Board of Directors to be detrimental to the welfare of the Lake Highlands Community Garden and the City of Dallas.
16. I accept responsibility for the supervision and safety of children, guests, and pets brought to the garden. I understand Dallas law requires dogs to be on leash. Gardeners and guests must pick up after their pets.
17. I understand any permanent improvement that I make to my plot will become the property of Dallas is Gardening, Inc. DBA, Lake Highlands Community Garden. These would include soil and amendments, raised bedding and permanent plumbing.

18. I will register as a Plot Holder on the www.lhgarden.org website AND keep my contact information current in order to receive official communications

Organic Requirement:

1. I understand that this is an organic garden.
2. I will not use any inorganic chemical fertilizers, herbicides or pesticides in my plot.
3. I will not use pressure treated lumber in my plot.

Community Service

1. I understand that part of my commitment to the Community Garden includes other volunteer services.
2. This commitment includes serving on one of the garden committees or Board. (I have noted the area of involvement that I wish to be involved with for 2017 on page 4)

Abandonment:

1. I understand that if I do not plant and do not maintain my plot, it will be re-assigned to another gardener.
2. Abandonment is defined as **no activity for a continuous four-week period**. At any time that I am not growing crops; I will clear the plot of dead plants and cover with leaf mulch or a cover crop as a sign of maintenance. If you are leaving for an extend trip, please notify garden management so that factor can be considered.
3. Notice of abandonment will follow the procedure listed below for non-compliance situations.

Safety Issues:

1. I am personally responsible for my actions in the garden and any guest that I bring to the garden.
2. The garden is a natural environment; I understand that there is a risk of bee stings, insect bites and contact with poison ivy.
3. I understand open-toed shoes in the garden, for me or my guests may be hazardous.
4. I understand that smoking is prohibited in the garden.

I (We) understand that the City of Dallas and Dallas is Gardening, Inc, dba Lake Highlands Community Garden, have no responsibility for my actions or the actions of other gardeners in the Lake Highlands Community Garden.

I (We), therefore, agree to hold harmless the garden organizers, the Board of Directors of Dallas is Gardening, Inc., and the owners of the land from any personal injuries, liabilities, damages, losses, or claims of any kind or character that occurs in connection with the use of the gardens by me or any of my guests or other persons using or visiting the gardens with my consent/permission. The plot holders listed below may not sublet or transfer their assigned plot to any other party. By signing below, I (We) agree that I (We) have read, understand and accept the terms of this Agreement as a binding contract.

Signature (s):

Primary Plot Holder _____ DATE: _____

Partner _____ DATE: _____

Special note: _____

NOTICES AND ACTIONS FOR NON-COMPLIANCE

- 1) **First Notice** – E-mail to the registered plot holder advising of a non-compliant situation, **requesting a response within three (3) days.**
- 2) **Second Notice** – After deadline has passed with no response to the first e-mail, a second e-mail to the registered plot holder will require compliance within seven (7) days or a response must be received in writing requesting garden management to provide an extension due to a serious problem, e.g. illness.
- 3) **Third Notice** – Formal letter sent to address on record for the plot holder that LHCG Board of Directors will vote at its next meeting to re-claim the plot for non-compliance and/or non-response to prior notices.

SPECIAL NOTE: Notices of more than three non-compliance situations during the year will be cause for non-renewal of plot rentals next year

SCHEDULE OF 2018 PLOT FEES

Size of plot Annual Fee Service Fee

Fees in 2018 are follows: *

8 by 12 ft. (divided 8'x24') plot \$48 + Refundable \$90 Service Fee = \$138

8 by 14 ft. plot \$56 + Refundable \$90 Service Fee = \$146

8 by 16 ft. plot \$64 + Refundable \$90 Service Fee = \$154

10 by 14 ft. plot \$70 + Refundable \$90 Service Fee = \$160

8 by 24 ft. plot \$96 + Refundable \$90 Service Fee = \$186

***The \$90 refundable Service Fee or any other assessments are added to the plot cost base**

LAKE HIGHLANDS COMMUNITY GARDEN 2018 PLANTING REGULATIONS

Gardening Goal of LHCG: To foster and maintain attractive organic garden plots emphasizing locally grown produce

Prohibited Plantings and Conditions:

- 1) Illegal plants in plots.
- 2) Poisonous plants in plots if eaten raw, e.g. purple hyacinth bean. If in question, ask a board member.
- 3) Invasive plants in plots (*See TxInvasives.org*); plants that have been problems in the past at LHCG:
 - a) **Lemon cucumber** b) **Morning Glory vines** c) **Bamboo** d) **Mint (must be in containers)** e) **Nutgrass**
 - f) **Wild Blackberry** g) **Cypress vine** h) **Wild sunflowers** i) **Larkspur** j) **Bermuda grass** k) **Amaranth**
- 4) Trees of any kind in plots.
- 5) Plantings of any kind outside of plots and in pathways.
- 6) Bermuda, Johnson, and KRB bluegrass in plots or adjacent to plots.
- 7) Potted plants on pathways.
- 8) Produce left in rotting condition.
- 9) Any planting that invades neighboring plots or blocks garden pathways.
- 10) Flowers/plants not for human consumption, e.g. gourds, as a primary crop. Marigolds, citronella, nasturtium and catnip are among the preferred flowering plants that will protect your skin and your vegetables from insects.
- 11) Soaker hoses and sprinklers in use when left unattended.
- 12) Any planting allowed to become heavily infested with diseases, aphids, squash bugs and other insects without organic treatment or removal, e.g. plots have been observed with okra totally infested with aphids and ants without any attention all season long.

SURVEYS OF PLOT CONDITIONS AND COMPLIANCE WITH REGULATIONS

Plot surveys by a team of fellow gardeners will be made quarterly.

VOLUNTARY RELIQUISHING PLOTS TO THOSE ON WAITING LIST

Plots may be voluntarily relinquished by holders at any time. The beginning of planting seasons is a good time for plot holders to decide whether changes in their lives warrant discontinuing gardening at LHCG. An early decision is thoughtful of persons on our Waiting List who want to garden an available plot as soon as possible. Gardeners, who voluntarily relinquish their plots, may receive a pro-rata refund on their plot and service fee

BEST PRACTICES FOR SUCCESSFUL GARDENING

Successful gardening requires attention to the preparation of the soil prior to planting. The time to plant is determined by the weather, but generally the preparation of the soil should be accomplished several days prior to planting. Suggested times to get started on your garden preparation are as follows:

Spring-Mid to Late March

Summer-Mid June to July

Fall/Winter-Mid to Late September

Many crops do not flourish well in all seasons. For the suggested crops by planting date please visit our website at www.lhgarden.org or the website of the First Dallas Gardening Club <http://dallasgardeners.org/> to determine which crops have historically done well by season. When planting from seed, specific planting instructions can be found on the back of the seed package. If you do not plan to grow a crop during a particular season, adding a covering of leaves or mulch will add some nutrients to the soil through decomposition during the time the plot is not being utilized for growing. If you know in advance that you are not going to garden during a particular season and you have no objection, the donation garden volunteers will utilize your plot to grow additional produce for donation.

ANNUAL MEETING

Each January returning and new gardeners **must attend** a **general meeting** to turn in a signed Gardener's Agreement for the new year and to pay the fees. Fees may be increased to meet operational costs due to unforeseen circumstances.



VOLUNTEER COMMUNITY SERVICE FOR 2018

Garden Community Service Options

All positions are volunteer ones. No one is paid to manage the garden.

Check **AT LEAST ONE** area in which you would like to help our community:

- Board Member (the garden currently has an eleven-member Board, meetings are once a month)
- Garden Management (Board appointments – check below):
 - Manager or Assistant Manager of the Butterfly Garden
 - Manager or Assistant Manager of the Community Herb Garden
 - Tool Superintendent (satisfies all Community Day requirements)
 - Chair or co-chair a Special Event
 - Director of Communications, Website
 - Manager or Assistant Manager of the Donation Garden
 - Education Coordinator for LHCG programs
 - Director of Fundraising/Grant Applications
 - Manager or co-manager of the Rain Garden

- Volunteer helping in the Donation Garden

- Volunteer helping in the Butterfly Garden
- Volunteer helping in the Herb Garden
- Volunteer helping in the Rain Garden
- Volunteer helping with a social activity, e.g. 10th Anniversary Celebration
- Volunteer helping with an education program

SAMPLE