



Date Received: Paid Yes ___ No ___ Cash ___ Ck# ___ Received by:
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**Parks and Recreation Department
 Neighborhood and Outreach Services
 COMMUNITY GARDEN PROGRAM**

Applicant Information

Garden Name: Pilgrim Terrace ___ Rancheria ___ Yanonali ___
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Applicant Name: _____

Address (P.O. Boxes not accepted): _____

City: _____ Zip: _____

Telephone # (Day) _____ (Evening) # _____

Email Address: _____

New **Renewal**

- I'm renewing and if selected, I would like to return to my current plot(s) _____
- I am new and request the following plot choices 1) _____ 2) _____ 3) _____
- I require a wheel chair accessible garden plot, if available.

Use Agreement

Notices:

If e-mail address is provided above, I agree to receive any notices regarding this agreement by electronic communication. _____ **Initial Here.**

Parties:

This agreement is made and entered into on _____, between _____ hereinafter referred to as "Gardener", and the Parks and Recreation Neighborhood and Outreach Services Community Garden Program hereinafter referred to as "Program Operator".

Premises:

Subject to the terms and conditions below, Program Operator allows the use to Gardener, for organic gardening purposes only, the premises known as Plot No. _____ located at Pilgrim Terrace __/, Rancheria __/ Yananoli __/ Garden, Santa Barbara, California. Additional Plot No. _____.

Term:

The term of this Use Agreement shall begin on July 1, 2017 and shall continue for a period of 12 months thereafter, expiring on June 30, 2018. (Should gardener not pay their annual fees, not follow program rules, or abandon plot; plot will be deemed vacant).



Fees: On signing this agreement, Gardener shall pay to Program Operator a use fee in the sum of \$65 (resident) \$78(non-resident) for each year for the term of this agreement for each plot issued. A onetime refundable security deposit of \$20 is also required for each plot issued. Annually, fees may increase with City Council approval.

COMMUNITY GARDENS CONDITIONS FOR USE

1. The maximum contract period is 12 months beginning on July 1, 2017 and terminating June 30, 2018. Automatic renewal is contingent on adhering to all the rules and regulations as stated in the Use Agreement.
2. Plot(s) will be issued for a 1 year period, payable each year.
3. The purpose of the security deposit is to insure that the gardener cleans up their garden plot prior relinquishing their plot or the ending of their contact.
4. One additional plot (two maximum) will be allowed per gardener, per address, based upon availability after the application period deadline. All fees and policies apply to additional plots. Non-profit organizations are allowed up to three plots.
5. Gardener must agree to, and sign, the Community Gardens Conditions for Use, and the Parks and Recreation Code of Conduct and Release Agreement, here attached.
6. **Annual fees are not refundable.**
7. Combination locks are used at each garden; combination codes are for sole use of paid gardeners. The combination numbers shall not be given out, and will be changed at random.
8. No woody shrubs or trees. No water gardens, bulbs, or invasive vines or plants. Only authorized ANNUAL or herbaceous (green and leafy, not woody) plants under 5 feet, vegetables, herbs and flowers may be planted in garden plots. **All other plants are subject to removal without further notice.** No planting is allowed outside garden plots areas. If there are questions on what is an authorized plant, call 897-2560 before planting to avoid any unnecessary work and expense.
9. Community perimeter plots are available. These plots are for the use of all community gardeners.
10. The Program Operator will inspect garden plots on a bi-weekly basis. Plots should be free of debris and weeds at all times. Plots with infractions will receive notice, verbally or written, warning to remedy conditions. **If after 30 days the condition remains, the gardener will receive a written 3-day notice to remedy the problem or quit.**
11. Gardener is responsible for keeping pathways surrounding your plot free of weeds and debris at all times.
12. If planting will not be taking place during a given season, the gardener is responsible to mulch over the entire plot to prevent unwanted weed growth.
13. Each garden plot must be 95% plants and just 5% tools and/or supplies.
14. Only organic material can be used. **No pesticides are allowed.**
15. No fencing allowed. Sheds, lean-tos, water gardens or other structures or items are not allowed without the written pre-authorization of the Program Operator. All unauthorized structures are subject to removal without further notice and labor/hauling cost billed to gardener. All authorized structures will be installed and maintained at gardener's sole expense. All trellises or cages must be of material with mesh openings small enough not to pose hand trap hazards. Structures must meet the specifications below:
16. Trellises and tomato or plant cages cannot be higher than 6 feet, not placed in location where it shades adjoining plots and width should not impeded on another plot.



17. The gardens will open at sunrise and be closed at sunset. All gardeners must leave the property by sunset.
18. No personal property is to be left in the garden.
19. All tools belonging to the Program Operator shall be returned to the storage shed after use. Garden sheds are community shared storage. Any tools belonging to the gardener left in shed or individual plots is the responsibility of the gardener.
20. All gardeners must practice water conservation. Watering is allowed only with gardener present. Please observe posted watering use instructions.
21. Compost piles are allowed only in designated areas or in approved containers on individual plots.
22. Children must be supervised at all times.
23. No pets are allowed in the garden.
24. No alcohol or smoking allowed.
25. No container plants or potted plants are allowed.
26. The Program Operator, with 30-day notice, may restrict access to the garden for required upkeep and maintenance.
27. Immediate termination from the Program will result for the following violations: false or misleading information on application, theft, violent behavior, drinking or drug use, urinating on premises, providing unauthorized access to non-participants or any other behavior deemed hazardous to the health and safety of the program and participant.
28. Additional conditions may be imposed, as may be necessary to maintain a clean and safe environment.

Remedy in the Event of Violation of this Agreement

Upon occurrence of a violation by the Gardener of the terms and conditions of this agreement, the Program Operator shall have at its discretion, after proper notification, an option to require the Gardener to immediately surrender the Plot. If the Gardener fails to surrender the Plot, the Program Operator may without notice enter and take possession of the Plot and remove the Gardener's property from the Plot without thereby incurring any liability for such removal whatsoever. The Program Operator may, at its discretion, amend this Agreement with or without notice.

I have read, understand, and accept the above terms and conditions.

Se me ha dado una traducción verbal de estas reglas y las comprendo y las acepto.

Gardener's

Signature: _____ Date: _____

FOR OFFICE USE ONLY

Garden Location(s): _____ Plot Number(s): _____

City Resident: Yes _____ No _____

Accepting Staff Initial: _____ Approved by: _____



City of Santa Barbara Code of Conduct and Release Agreement

CODE OF CONDUCT By signing the release agreement below, you acknowledge that you have read and fully understand the City of Santa Barbara Parks and Recreation Department “Code of conduct” and do thereby for yourself or on behalf of your child(ren), agree to abide by its policies and conditions exactly as written.

CITY OF SANTA BARBARA RELEASE AGREEMENT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THIS CITY ACTIVITY OR USE OF ANY CITY FACILITIES IN CONNECTION WITH THIS ACTIVITY, THE UNDERSIGNED AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CITY OF SANTA BARBARA, ITS EMPLOYEES, OFFICERS AND AGENTS (hereinafter referred to as “releasees”) from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission of the releasees or otherwise while the undersigned is participating in the City activity or using any City facilities in connection with the activity.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the releasees from all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the releasee’s right to indemnity or incurred on appeal) resulting from involvement in this activity whether caused by any negligent act or omission of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while upon City property or participating in the activity or using any City facilities and equipment whether caused by any negligent act or omission of releasees or otherwise. The undersigned expressly agrees that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law and that if any portion thereof be held invalid, notwithstanding, the balance shall continue in full legal force and effect.

I acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the City or its employees, agents, or officers if I am injured or damaged for any reason as a result of participation in this activity. I further acknowledge that no oral representations, statements or inducements have been made. **IF THE PARTICIPANT IS A MINOR, HIS OR HER CUSTODIAL PARENT OR LEGAL GUARDIAN MUST READ AND EXECUTE THIS AGREEMENT.** I hereby warrant that I am the legal guardian or custodial parent of _____ who is a minor and agree, on my own and said minor’s behalf to the terms and conditions of the foregoing agreement.

Adult Name (please print)	Signature	Date
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Code of Conduct

The benefits of Parks and Recreation programs are numerous – enhancing health and building strong families and healthy communities. To insure the quality of programs and public safety, we ask all program participants, staff, parents, spectators, coaches, and volunteers, to abide by this Code of Conduct:

- All persons shall act with respect towards other persons; respect their privacy and personal safety.
- Physical or verbal abuse of any kind will not be tolerated.
- All persons shall treat public and private property and equipment with respect.
- Program rules and regulations shall be observed at all times.

Any City representative responsible for officiating, supervising or otherwise operating a Parks and Recreation program shall have authority to enforce the terms of this Code, as authorized by the Director of Parks and Recreation, empowered by Municipal Code Section 15.16.220. Failure of any person to abide by the Code of Conduct will result in disciplinary action, including (but not limited to): 1) removal from the program area, 2) restriction in program participation and 3) suspension or expulsion from the program. Minors under the age of 18 are required to have a parent or legal guardian sign the program registration form. No refund or fees shall be given for any suspension or expulsion from a program for violating the Code of Conduct. The Parks and Recreation Director shall review any expulsion or suspension longer than three days. Appeals of any expulsion or suspension shall be filed in writing with the Parks and Recreation director within seven (7) days of action. The decision of the Parks and Recreation director is final.



Current List of Unauthorized or Restricted* Plants

(Subject to change at any time based on garden conditions; keep for your records)

The following list will be amended, as necessary

In general: All trees, bushes, vines and perennial plants are not allowed in garden plots. Specific plants that have also been currently identified as not belonging in garden plots are:

1. Mint
2. Morning Glory vines
3. Perennial Bushes or Shrubs
4. Berries
5. Bulbs, Lilies and Gladiolas
6. Roses
7. Lavender
8. Sugar Cane or Bamboo
9. Nasturtiums
10. Grape or other vines
11. Ground covers
12. Cactus or succulents
13. Chayote
14. Daffodils
15. Water plants
16. Dahlias

Some of those plants identified above may be eligible to be located in the common area spaces. Additional unauthorized plants may be added to this list at any time by the operator without notice. Contact the garden operator for updated information before planning if in doubt.

*No more than 18 stalks of corn per plot. Corn stalks may not impede or shade other garden plots.

*No more than 5 sunflower plants per garden plot.