

LA MESA COMMUNITY GARDEN AT MACARTHUR PARK

Welcome to the La Mesa Community Garden at MacArthur Park located at the top of Memorial Drive, near the La Mesa Pool (next to the old golf clubhouse). The Garden beds are currently full but we are accepting names for a waiting list. If you are interested, please:

- Read and agree to all pages
- Fill out the application
- Sign and Mail to:
 - La Mesa Park and Recreation Foundation
4975 Memorial Drive
La Mesa CA 91942

OR

- Scan and email to friends@lamesaparks.org.

If you plan to be share the garden bed, be sure to get signatures from all Co-Gardeners. Each Co-Gardener must read agreement and rules and sign under section 1.2.1. Co-Gardeners can sign and return their individual signed page noting main Gardener's name. All signatures will be compiled for each garden bed.

Do not send money at this time. Once your application is reviewed and a garden bed becomes available, you will then be contacted to pay. The garden currently has 42 garden beds and 2 ADA beds with only 1 ADA bed currently available.

- Submit application with signature.
- Applications will be added to the waitlist
- Notifications will be made as soon as a bed is available. Payment will then need to be made via PayPal or by check.
- Payment must be made within two weeks of being notified.
- You will be notified when payment is received and your garden bed is ready.
- Scholarships may be available for low income families. Email friends@lamesaparks.org for info.

We look forward to having you join us for a successful and fun gardening experience! If you have any questions about this process, email friends@lamesaparks.org.



GARDEN RULES

This document sets out the rules that govern the La Mesa Community Garden (GARDEN) at MacArthur Park (PARK) which is located on property owned by the City of La Mesa (CITY). These rules are intended to help create a sense of community and to be good neighbors. The GARDEN is a program of the La Mesa Park and Recreation Foundation (LMPRF), a nonprofit dedicated to supporting the park system in the CITY. The GARDEN is governed by an elected Community Garden Committee (CGC), a subcommittee of the LMPRF. Prior to being allowed access to the GARDEN, every Gardener and Co-Gardener (MEMBER) shall sign and agree to the terms of the Gardener Application and Agreement (AGREEMENT) and comply with the following GARDEN Rules.

A. ACCESS TO THE GARDEN

Hours: The GARDEN is open and accessible all year from 7:00 am to one hour after dusk. Exceptions are for activities pre-approved by the CITY or LMPRF that are supervised by authorized representative(s).

Keys and Security: The CGC will provide MEMBERS with the combination code (or key) to open the entrance gate lock and GARDEN storage area. Upon leaving the GARDEN, MEMBERS are responsible for securing the GARDEN if there are no other individuals in the GARDEN or if MEMBERS don't personally know the other person/persons to be CGC MEMBERS. MEMBERS are responsible to provide up-to-date contact information to the CGC to be notified of code changes or changes in lock-up procedures or security guidelines. The GARDEN lock code may NOT be given to others without express written approval from the CGC. MEMBERS may not make any copies of the key.

B. GARDEN BEDS

Use of Bed: MEMBERS shall use and maintain only the bed assigned by the CGC. Plants that extend into neighboring beds or into common areas may be trimmed. Bed dimensions shall not be altered.

Plantings: Vegetables, fruits, and/or flowers may be planted. Plantings or plant-supporting structures whose height, material or densities impede the security of the GARDEN or adjacent MEMBERS' access to sunlight are prohibited. Plants that require large amounts of money, labor or time to produce are not recommended.

Supplies: MEMBERS are responsible for the planting and maintenance of their assigned bed, including providing seeds, plants, and any tools not provided by GARDEN or MEMBERS collectively.

Organic Methods: GARDEN beds must be maintained organically. Please check with the GARDEN coordinator before applying any fertilizers, pesticides, herbicides, or rodenticides, even if labeled "organic." Use of compost, organic mulch, and hand weeding is generally acceptable. Synthetic/chemical herbicides, pesticides, fungicides, or fertilizers are not permitted on the site, including treated wood products used as edges, borders, for raised beds, or other structures.

Water: MEMBERS are responsible for watering their assigned bed. MEMBERS shall practice water-wise methods and agree not to overwater plants or leave a hose unattended, unless it is part of a manual drip or other irrigation system approved in writing by the CGC. The cost of water is included in the cost of bed; excessive water usage may cause the cost of beds to increase the following year. Overnight watering is prohibited. When leaving the GARDEN, MEMBERS must check that any faucet that was used is turned off. When using hoses, take care not to damage other beds and neatly curl up hoses next to standpipes when finished.

Signs: Per the City of La Mesa Municipal Code, signs, flags, business or any other type of advertisement are not permitted in garden beds or garden area, other than City approved sponsor signs.

Tools: The GARDEN furnishes hand tools for general gardening. MEMBERS may bring their own tools, however, the GARDEN will not be responsible for the theft or other loss of such tools, including if in the locked storage shed. MEMBERS are responsible for any damage incurred while using tools and should use them with care. Any use of power tools, such as those that require batteries or electricity must have the express written permission of the CGC prior to use. Gasoline powered devices (and gasoline type fuels) of any kind are prohibited, except as may occasionally be needed for large work parties and only then by prior written agreement from the CITY or LMPRF.

Bed Maintenance and Trash: MEMBERS shall maintain their assigned and adjacent paths in a clean and neat fashion, promptly removing any weeds, overgrowth, or other waste from bed and promptly harvesting edible plants. MEMBERS are responsible for hauling and disposing of their trash, such as boxes, trays, bags, packets, and similar items. MEMBERS will place any high-quality organic waste such as dead plants, or rotten produce, in the designated compost bins. All weeds and diseased plant materials are to be disposed of separately.

Absence: MEMBERS may have bed reassigned if it is abandoned. Abandonment is the failing to maintain a bed for four (4) weeks. If a MEMBER expects to be away from the GARDEN for more than four (4) weeks, but less than three (3) months, the MEMBER must inform the CGC Coordinator to determine an alternative, such as a temporary substitute, acceptable to both. MEMBERS who are away for more than three (3) months consecutively shall not be renewed the following year.

Personal Property: MEMBERS may not keep personal property on assigned bed or outside of locked storage when MEMBERS are not in the GARDEN. MEMBERS may store limited amounts of personal property in the locked storage area, subject to space availability. Any such property will be clearly marked with the owner's name. If MEMBERS do not wish others to use personal property, it should be clearly labeled "For Owner's Use Only"; otherwise it may be made available for use by other MEMBERS. Property with no name or that is left behind after the termination of AGREEMENT will be considered GARDEN property and be subject to use, sale or disposal.

Common Tools: The GARDEN or MEMBERS will provide a set of tools for use by all MEMBERS (COMMON TOOLS) MEMBERS will return COMMON TOOLS to the storage shed as soon as finished. If a COMMON TOOL appears dangerous or in disrepair, do not use and inform the CGC Coordinator immediately. MEMBERS must replace any tools broken through negligence with tools of similar type and quality.

Common Responsibilities: MEMBERS shall help keep clean, neat and free of debris any common areas, such as pathways and storage sheds. MEMBERS are not responsible for trimming large trees or any other plant or structure that requires professional maintenance. MEMBERS will promptly report any concerns about the safety of the GARDEN to the CGC Coordinator. If there is vandalism, storm damage, or other damage to the GARDEN, MEMBERS are expected to volunteer to help with clean up and restoring the GARDEN to its prior condition.

Participation/Volunteer Expectations: MEMBERS are expected to participate in a monthly work party for two (2) hours at least twice per year for the maintenance and development of common areas. Occasional work parties designed to address specific projects may be organized throughout the year. MEMBERS are encouraged to participate in those efforts.

C. COMMUNICATION

Communication: The CGC will designate a GARDEN Coordinator (COORDINATOR) to be the point of contact between the CGC and MEMBERS.

Contact Information: The CGC will provide an announcement board at the GARDEN. The contact email address and/or number for the COORDINATOR will be posted on this board or made available by email. MEMBERS must communicate with the COORDINATOR of any change in contact information from their AGREEMENT.

New Member Requirements: New MEMBERS must complete the following in the first thirty (30) days of being assigned a bed:

- Attend an orientation led by a GARDEN representative.
- Clear assigned bed of all plant material other than healthy herbs, perennials or vegetables.
- Plant at least one-half of the bed; the other half may remain mulched or covered.

Member Input: MEMBERS are encouraged to provide suggestions about GARDEN operations to the COORDINATOR. MEMBERS should contact the COORDINATOR directly at the number or email provided with any questions relating to day-to-day operational matters.

Annual Meeting: Once a year, the CGC will invite all MEMBERS who are in good standing to an annual Community Garden stakeholders meeting to notify MEMBERS of any changes to procedures, to discuss any issues or concerns and hold annual elections. MEMBERS will be provided written notice of annual meeting by email no fewer than 14 days in advance.

Confidentiality: The CGC and MEMBERS shall not use any personally identifiable information, including name, email address, telephone number, or street address, of other MEMBERS for purposes other than the operation of the GARDEN. Use or disclosure of such information may cause the loss of all privileges as a MEMBER.

D. CONDUCT

General Conduct: MEMBERS are expected to be civil, honest, and cooperative in dealing with CITY employees, CGC, GARDEN neighbors, other MEMBERS, guests, and members of the public visiting the PARK.

Guests: MEMBERS may bring a reasonable number of guests, including children, into the GARDEN, provided that the guests comply with the Rules. MEMBERS will directly and continually supervise any child under the age of eighteen. MEMBERS will be responsible for the conduct of any and all children and guests; including making sure they do not damage or interfere with activities on other beds or otherwise engages in inappropriate conduct. Guests who violate Rules are treated as violations by the MEMBER. All visitors/guests shall sign Liability Waivers and/or GARDEN Rules documents. Any workshops, classes or paying activities require prior permission of the CGC and the CITY. In the case of paying activities, a CITY permit must be obtained.

Pets, Animals, Other Creatures: MEMBERS may NOT bring pets, animals, reptiles, etc. of any kind into the GARDEN area. Only one legally registered, trained service animal for the disabled is allowed on site at a time unless other arrangements are made with CGC in advance (MEMBER must prove certification).

Respect Others' Property: MEMBERS may not use another MEMBER's tools or supplies, or harvest another MEMBER's produce, without explicit permission.

Alcohol, Drug and Smoke Free Environment: The GARDEN and PARK is a drug and smoke free environment, including vaping of any kind. No medicinal or adult use or cultivation of any cannabis products permitted on site. MEMBERS may not consume, possess, use or be under the influence of alcohol or drugs while on the GARDEN premises.

Compliance: MEMBERS must comply with all applicable local, state, and federal laws.

No Weapons/Firearms: MEMBERS may not carry, use, or store firearms, weapons, or ammunition of any kind in the GARDEN.

No Sexual Relations: MEMBERS may not engage in sexual relations or overt sexual behavior in the GARDEN.

No Fires or Cooking: MEMBERS may not start or maintain fires of any kind. Use of barbecue grills or any type of cooking inside the GARDEN without the express prior written permission is not allowed.

No Loud Music: MEMBERS may not play music or radio loud enough to be a nuisance to other MEMBERS or the GARDEN's neighbors. It is strongly recommended that MEMBERS use ear buds or headphones.

Sales: MEMBERS will comply with all laws and regulations regarding the sale of agricultural and retail products. On-site sales are not allowed due to CITY regulations.

E. PROBLEMS

Dispute Resolution: MEMBERS will notify the COORDINATOR of any disputes about the GARDEN or with fellow MEMBERS that cannot be successfully worked out on their own. The COORDINATOR shall hear disputes and will seek to resolve them in the best interest of the GARDEN community. Disputes not resolved by the COORDINATOR will be heard and a resolution decided upon by the CGC at their regularly scheduled meeting.

Rules Violations: MEMBERS may immediately lose the privilege to participate in the GARDEN if they fail to comply with any of the following Rules. If MEMBERS:

- Endanger other MEMBERS, GARDEN, neighbors, or other individuals
- Take or use another MEMBER's tools, supplies, or produce without permission

- Grow illegal plants
- Carry, use or store firearms, weapons, ammunition or explosive materials of any kind in the GARDEN
- Use alcohol or drugs in the GARDEN
- Have sexual relations or perform illegal acts of any kind in the GARDEN

If a MEMBER's privileges to participate in the GARDEN are immediately terminated the MEMBER must leave the site by the end of GARDEN hours on the termination day, and may not reenter without CGC's permission.

If a MEMBER violates any other Rules, the CGC will inform the MEMBER of the violation by sending an email or letter and/or putting a notification flag on the MEMBER'S bed. MEMBERS will have two weeks to correct the violation. If the violation is not corrected within this period, the CGC may, terminate MEMBER'S AGREEMENT. After termination, the MEMBER will have two weeks to harvest and clean up the bed.

Upon termination for any reason, a MEMBER will promptly return key to the GARDEN and all GARDEN property. Terminated MEMBERS are not entitled to any refunds or other payments from the GARDEN.

No Refunds: MEMBERS understand that fees and any expenditure by the GARDENER or Co-Gardeners made for your garden bed or the GARDEN are non-reimbursable, even if your right to the GARDEN is terminated.

F. OTHER PROVISIONS

Changes in the Rules: The CGC may amend these Rules without advance notice. The CGC will provide all MEMBERS a copy of the current Rules, post a copy at the GARDEN, and will summarize any changes by email and at the next meeting. MEMBERS, through the COORDINATOR, may propose Rules for consideration.

Relationship to the City of La Mesa: The CITY owns the land where the GARDEN is located. The rules and regulations governing parks apply to the GARDEN area.

No Discrimination: The GARDEN 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.

Other Rules: Depending on the anticipated tenure of the GARDEN and local circumstances, the CGC may include rules addressing additional topics, such as allocation of beds when there is a waiting list to join the GARDEN, the allocation and recovery of costs when infrastructure repairs are needed, etc.

For questions, contact friends@lamesaparks.org

La Mesa Park and Recreation Foundation ♦ 4975 Memorial Drive, La Mesa, CA 91942-9308
Phone: 619.667.1300 ♦ Email: friends@lamesaparks.org ♦ Tax ID 33-0856480



La Mesa Community Garden at MacArthur Park Gardener Application and License Agreement

Please remit payments and/or donate online at <https://lamesaparks.org>

Gardener Name: _____
Address: _____
City, State, Zip: _____
Phone: _____

E-mail: _____
Emergency Contact Name: _____
Emergency Contact Phone: _____
ADA Access Required (Yes or No): _____

Welcome to the La Mesa Community Garden at MacArthur Park (GARDEN), a program of the La Mesa Park and Recreation Foundation (LMPRF), a 501(c)(3) non-profit organization. This document is the GARDEN’s legal contract with participants (GARDENER).

1. TEMPORARY RIGHT TO GARDEN

1.1 By signing this document (AGREEMENT) you agree to become a GARDENER. That carries with it the right to one 4’ x 8’ garden bed, and the option to attend all general membership meetings and cast one (1) vote during elections and other types of official votes. After being accepted, you may then use the common tools, electricity, a reasonable amount of water for on-site gardening, and make use of composting, waste disposal and other GARDEN amenities.

1.2 When advised that a garden bed is available, you agree to pay an annual fee of \$100 to use garden bed # _____ payable in full for one year and in advance, by May 1 of each calendar year, for the following time period:

From _____, _____ to _____, _____
Month and Day Year Month and Day Year

If GARDENER is in good standing, the garden bed license agreement will automatically renew for two additional one-year terms unless either the GARDEN or GARDENER provides written notice to terminate the agreement prior to the end of the current term. At the end of the three-year term and should there be no waiting list, it is at the sole discretion of the GARDEN to renew GARDENER license agreement. GARDENER understands that the GARDEN may adjust fees for future license agreement periods. When assigned, the location of your garden bed will be identified on the GARDEN map.

1.2.1 Designation of Co-Gardeners. You hereby designate the following people (up to 4) as Co-Gardeners, allowed to garden your garden bed with or without your presence. All Co-Gardeners shall give their names and signatures below, and are collectively and severally bound by this License Agreement, and agree that you are the designated contact for all correspondence from the GARDEN.

By signing this document (AGREEMENT) below you agree to become a Co-Gardener and confirm that you have read, understand and will comply with License Agreement and attached Garden Rules.

_____	_____		_____	_____
Name	Signature		Name	Signature
_____	_____		_____	_____
Name	Signature		Name	Signature

1.3 No Refund. You understand that fees and any expenditure by the GARDENER or Co-Gardeners made for your garden bed or the GARDEN are non-reimbursable, even if your right to the GARDEN is terminated.

1.4 No Transfers. Only the GARDENER and designated Co-Gardeners are allowed access to your garden bed, use of any Garden equipment or access to non-public areas of the GARDEN.

2. WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

2.1 Hold Harmless. To the furthest extent allowed by law, GARDENER and Co-Gardeners shall indemnify, hold harmless and defend City of La Mesa and any of its elected officials, officers, employees, agents, contractors, volunteers, and the La Mesa Park & Recreation Board of Directors, officers, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, communicable diseases, illnesses, viruses or death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) to the extent that any loss, liability, fines, penalties, forfeitures, costs, damages, claims, demands or actions in law or equity arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of GARDENER and any Co-Gardener.

If GARDENER or Co-Gardener should subcontract all or any portion of the services to be performed under this License Agreement, GARDENER or Co-Gardener shall require each subcontractor to indemnify, hold harmless and defend City of La Mesa and any of its elected officials, officers, employees, agents, contractors, volunteers, and the La Mesa Park & Recreation Board of Directors, officers, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

2.2 Publicity. GARDENER agrees to allow the GARDEN, LMPRF, or the City to take photographs, videotapes, film or other visual or auditory recordings in connection with GARDENER, Co-Gardener or guests' participation in the GARDEN and to publish these and any interviews that any GARDENER may grant in any medium including the Internet. GARDENER agrees that the finished project does not depend on any inspection or approval, and GARDENER is not entitled to any compensation for said product.

3. TERMINATION

3.1 Failure to Comply with Agreement or Garden Rules. GARDENER confirms that you have read a copy of the Garden Rules attached to this License Agreement and that GARDENER shall comply with them. If GARDENER or any Co-Gardeners fail to comply with this License Agreement or the Garden Guidelines, the GARDEN can terminate your right to the GARDEN. If your right to the GARDEN is terminated, so is the right of any Co-Gardeners. Prior to terminating your privileges, GARDENER shall be notified in writing at the email or physical address indicated above, with a statement of the grounds for the proposed termination. If the problem is not corrected within 10 days after notice, or if satisfactory arrangements are not made with the GARDEN for the correction of the problem, your garden bed shall be considered open and available for reassignment to others. The GARDEN may be contacted at the address/E-mail/phone listed below with any questions or concerns.

3.2 Termination of License Agreement. If the license agreement between LMPRF and CITY where the GARDEN is located is terminated, your right to GARDEN shall end. GARDENER shall be notified in such event, and this License Agreement shall be terminated upon written notice.

4. OTHER PROVISIONS

4.1 Entire License Agreement, Severability and Modification. If any part of this AGREEMENT is ineffective, the surviving portions of the AGREEMENT shall remain in effect. Any changes to this AGREEMENT must be in writing and signed by GARDENER and GARDEN before it takes effect.

4.2 Third-Party Beneficiaries. GARDENER understands that the CITY is an "express third party beneficiary," and that this AGREEMENT therefore gives the CITY a right to enforce Sections 2 and 3 of this License Agreement by taking you or any of your Co-Gardeners to court.

5. DATE OF AGREEMENT

The date of this Agreement shall be the date signed by a duly authorized representative of the GARDEN.

GARDEN REPRESENTATIVE

Signature: _____

Name: _____

Title: _____

Date: _____

GARDENER

Signature: _____

Name: _____

Date: _____

CITY OF LA MESA REPRESENTATIVE

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT: Garden Rules