



*at the garden...*

Plot # \_\_\_\_\_ Name: \_\_\_\_\_

### **Simi at the Garden Member Bylaws**

1. Each member must attend all mandatory meetings and an orientation annually.
2. Each member must sign a new Plot Rental Agreement annually and agree to adhere to all current and updated Rules and Regulations, and Bylaws set forth by the SATG Board of Directors.
3. The annual garden plot rental period is from February 1 through January 31 each year. Renewal contracts are emailed prior to the due date and must be signed and returned with payment by January 31<sup>st</sup>. Payments received after the due date will incur a \$15 late fee per plot.
4. No member or guest of the garden shall disturb or otherwise disrupt neighboring SATG members, residents, or students within the area of 1636 Sinaloa Rd. No loud music, shouting, profanity of any kind, fighting, or anything deemed inappropriate or offensive will be tolerated on the premises.
5. Only members and invited guests are allowed on the garden premises. The garden member is responsible for their guest's conduct and safety. Additionally, each member shall be liable for any and all damage guests cause to other plots, whether accidental or intentional. Guests must follow all rules as well as terms and conditions stated here, in the Rules and Regulations, and in the Plot Rental Agreement. Guests may not pick produce from any plots in the garden.
6. Children must be closely monitored by a responsible adult while in the garden. Care should be taken to ensure the safety of every garden visitor.
7. The garden is open for members from dawn to dusk 7 days a week.
8. Absolutely no machinery (including, but not limited to rototillers, weed whackers, leaf blowers, chain saws, etc.), may be used on Saturdays in respect of the Sabbath for the Seventh Day Adventist Church and its members.
9. No deliveries of any kind, or loud equipment may be used on Saturdays.
10. Gardeners must contribute one (1) hour per month per plot to maintain the common grounds. Gardeners who are not able to attend scheduled workdays must perform an hour of alternative tasks listed on the garden kiosk and fill out the log located on the kiosk. Working in personal plots and the adjacent pathways is does not count towards these hours. A \$20.00 fine is assessed per plot per month for members who do not fulfill their work contribution.
11. Members shall not allow any plant, tree, shrub, vine, or structure, to be of such height as to reach a height over 6 feet tall. Plantings shall not excessively shade neighboring plots.
12. Simi at the Garden, Inc. is an organically grown garden. No chemical or foreign pesticide, plant food, or any other substances are allowed within the garden area.
13. Members are responsible for maintaining their personal garden plot and the walkway around it. It must be kept free of all debris including but not limited to weeds, trash, tools, etc.
14. Certain types of plants interfere with the growth and development of vegetation and overall good of the garden and will not be permitted. Nothing that is considered an illegal drug, or that which may be used to produce illegal drugs shall be planted (even if grown for medicinal purposes).
15. Gardeners may not rent more than two plots at a time regardless of the size. Any gardener interested in two plots will be issued one plot for a six month probation period. If the gardener is able to maintain their plot in accordance with the By-laws, Rules and Regulations, and the Plot Rental Agreement then a second plot will be approved.
16. Timers or other automatic watering devises are not permitted at the garden unless approved by the Board.
17. Only personal hand tools and gloves are allowed to be left in gardener's plots. Absolutely nothing is to be stored in the pathways.
18. Gardeners must leave their plot in good condition free of all weeds and debris at the end of their rental period.

19. Gardeners who do not comply with the rules and By-laws will:
- A) Receive a written notice via email from the Board of Directors
  - B) Have 15 days from receipt of the notice to correct the violation and
  - C) If the violations are not corrected within the allotted time frame, the garden plot may be reclaimed and reassigned
  - D) Receiving more than one notice of non-compliance in a single calendar year may result in the plot being reclaimed
20. Gardeners are responsible for obtaining coverage for their plot if they are going to be away for an extended period of time.

Please take the time to carefully read and understand the Bylaws listed above, as well as the Rules and Regulations of the Garden. Simi at the Garden requires safe and responsible practices to ensure a healthy environment and gardening experience for everyone.

SATG is: "For the community, by the community", and we encourage our members to be actively involved in the continued success in Simi Valley's first community garden.

By signing this document I, as a member of *Simi at the Garden*, agree to adhere to the Rules, Regulations and Bylaws set forth by the SATG Board of Directors.

\_\_\_\_\_  
Member's Printed Name

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
SATG Representative Signature

\_\_\_\_\_  
Date

Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone # \_\_\_\_\_  
 Email address: \_\_\_\_\_

**2<sup>nd</sup> Plot member Name:** \_\_\_\_\_  
 Address \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Email address: \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Email Address: \_\_\_\_\_



## Simi at the Garden Rules and Regulations

### I. INTRODUCTION

Simi at the Garden is a nonprofit organization located at 1636 Sinaloa Rd, Simi Valley, CA 93065. The purpose of the Rules and Regulation is to maintain a neat and orderly garden as well as provide a pleasant environment for all members. As a member of SATG, you agree to abide by the Rules and Regulations as well as the Bylaws. **Please read them carefully.**

SATG's goal is to provide a safe and attractive community environment for those persons desiring to grow organic produce. All gardeners should work with a sense of sharing, helpfulness, and camaraderie. This community spirit is what SATG is all about.

SATG membership fees cover most operating expenses. The garden is governed by a non-salaried, volunteer Garden Board. All members in good standing may participate in the nominations and elections and are urged to run for office.

### II. RESPONSIBILITIES AND CONDUCT OF MEMBERS

- a. Members must inform the Board of any changes in address, phone number, or email as well as vacations, long-term illness or other circumstances that may result in extended absences.
- b. Acceptable conduct and civil interactions shall prevail at all times.
- c. Members shall not commit any act that is detrimental to SATG or Simi Adventist Church.
- d. Theft from plots or any Garden property is grounds for immediate dismissal
- e. Shoes and shirts must be worn at all times while in the Garden.
- f. Dogs must be kept on leashes and under control at all times and shall not act with excessive barking. Dogs may not enter other gardener's plots. Dogs must stay on mulched paths at all times. Clean up after your dog is required and failure to do so is grounds for immediate dismissal.
- g. Member should attempt to resolve disputes with other members. If members are unable to do so the issue should be brought to the attention of the Board whose resolution will be accepted as final.
- h. Do not allow anything dangerous to go unattended. Be watchful of anything that could be a safety risk in the garden and if possible and you feel competent to do so address the issue immediately. Examples of risks are wire sticking out, glass on the ground, debris in the walkway, etc.

### III. MAINTENANCE OF PLOTS AND PATHS

- a. New members are to have their plot cleared of weeds and debris and cultivation started within three (3) weeks of assignment. Failure to do so may result in the plot being reassigned.
- b. Commercial use of plots is not allowed.
- c. Some plants are not suitable for community gardens because they are invasive and/or may create a hazard. Thorny berries such as raspberries, blackberries, boysenberries etc. must be planted in pots and trained upright away from pathways.
- d. Any plant that has a root system that invades the pathway or another member's plot is prohibited.
- e. No hazardous materials, excessive lumber, debris, or non-gardening materials may be stored in plots.
- f. You are required to maintain an area of two (2) feet surrounding your plot free of weeds and mulched at all times.
- g. Do not water other plots without permission from the plot owner.
- h. Should you notice leaks or broken irrigation contact a garden representative immediately.

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Member's Printed Name

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Member's Signature

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SATG Representative Signature

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Date

REV 7/22/2020



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### Simi at the Garden Plot Rental Agreement

**AGREEMENT:**

1. I will pay a \$100 annual fee for a 10'x20' garden plot, a \$50 annual fee for a 10'x10' garden plot, or a \$35 annual fee for a 3'x8' garden plot. I will also pay a one-time administration fee of \$20.00.
2. Once assigned a plot I will commence cultivation within three (3) weeks.
3. I will consistently garden, cultivate and manage my plot and surrounding walkways year-round.
4. I agree to contribute 1 hour per plot per month to maintain common grounds. If I am not available to attend the scheduled workdays I will perform an hour of alternative tasks listed on the garden kiosk. I will fill out my tasks on the log located on the kiosk. Working on my plot and walkways does not count towards these hours. A \$20 fine is assessed per plot per month when these work hours are not completed.
5. I will not smoke, consume alcohol, use drugs or play loud music in the Garden.
6. I will not grow trees, shrubs, invasive or illegal plants in my plot. My plants will be kept within the perimeter of my plot.
7. I understand only vegetables, herbs and flowers shall be grown in the plots.
8. I will always have my pets on a leash in the Garden and clean up after them.
9. I will not disclose the gate combinations to non-members of Simi at the Garden.
10. I understand that the Garden is open from sunrise to sunset 7 days a week.
11. I agree to clean and return all borrowed tools or equipment before I leave the site each day.
12. I agree not to create problems, talk about other gardeners or disrespect any member of the Garden.
13. I agree not to interfere with or touch any other gardener's plot without their express permission to do so.
14. I understand that any disputes are to be directed to the Board whose resolution will be accepted as final.
15. I understand that the Community Garden is not responsible for my actions. I therefore agree to hold harmless the Community Garden or anyone else associated with the Garden for any liability, damage, loss or claim that occurs.
16. Should I vacate my plot for any reason, I agree to leave the area in planting condition, free of all weeds and debris. I will remove all of my personal items prior to relinquishing the plot. SATG will not be responsible for any personal items left in the plot.
17. I agree to cultivate and maintain my assigned garden plot and to maintain its adjacent pathways and grounds in a manner acceptable to the garden's Bylaws, Rules and Regulations and these guidelines at all times. I understand that I will be on probation for three months and if I do not adhere to the guidelines I will be terminated without appeal. Should I neglect this obligation at any time after the probationary period and receive a two week verbal or written notice from the Board to make improvements, corrections or repairs, I will either do the necessary work within that 2 week period to my full obligation, or relinquish the plot assigned to me to Simi at the Garden. If my membership is revoked for any reason, I will forfeit the annual membership fee and administration fee.

Failure to attend to my plot in a consistent manner, failure to complete required work hours, or failure to comply with the Rules and Regulations, Bylaws, or the guidelines of this agreement may result in my dismissal from SATG, forfeiture of any residual rent, and termination of this agreement immediately.

I acknowledge receipt of these rules and guidelines and confirm that I have read and understand the agreement for participation in SATG.

\_\_\_\_\_  
Member's Printed Name

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
SATG Representative Signature

\_\_\_\_\_  
Date