



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

Amount Paid: \_\_\_\_\_ Date: \_\_\_\_\_

## **SIMI AT THE GARDEN, INC.**

### **RULES AND REGULATIONS**

Welcome to Simi At The Garden, Inc. Simi At The Garden (SATG) is a nonprofit organization located at 1636 Sinaloa Road, Simi Valley, CA 93065. The purpose of the Rules and Regulations 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 Regulations.

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

#### **A. ACCESS TO THE GARDEN**

1. The garden is accessible all year and open from dawn to dusk 7 days a week.
2. Members will be provided with the gate code. The gate code is not to be given to anyone. The members are responsible for locking the gate at all times.
3. In respect for the Seventh Day Adventist Church (Landlord), **NO MACHINERY OR LOUD EQUIPMENT** (including, but limited to rototillers, weed whackers, leaf blowers, chain saws, deliveries etc.) are permitted on Saturdays.

#### **B. MEMBERSHIP**

1. Membership is open to all persons over 18 years of age and subject to approval by the Board of Directors.
2. Membership period is February 1<sup>st</sup> through January 31<sup>st</sup> and is valid for one year.
3. Renewal contracts must be signed and returned with payment by January 31<sup>st</sup>. Payments received after the due date will incur a \$15.00 late fee per plot. If payment is not received after 30 days the plot will be reclaimed.
4. Each member is required to sign a new contract, attend all mandatory meetings, and attend an orientation annually.
5. Once a year members are required to attend a meeting to notify them of any changes made to the garden operations, new Rules and Regulations, budget, discuss any issues or concerns, discuss small committees, and introduce them to the Board of Directors. Board meetings are held monthly, and members are encouraged to participate.
6. New members must pay a one-time administration fee of \$20 and attend a SATG led orientation.
7. Members must contribute one (1) hour per month per plot to maintain the common grounds. Members who are not able to attend scheduled workdays must perform an hour of alternative tasks listed at the garden kiosk. All members must fill out the Work Log located at the kiosk to receive credit for work hours. Working in personal plots and adjacent pathways do not count towards these hours. Watering common areas is not eligible to receive credit for these work hours. A \$10.00 fine will be assessed per plot per month for members who do not fulfill their work contribution. Hours must be completed in the current month and cannot be carried over. Members can pay \$120 per plot in advance at renewal in lieu of these hour(s).

8. Members must inform the Board of any changes in address, phone number, or email. A valid email must be provided and have the garden's email address marked as "safe" in the member's email so that it doesn't go to a spam folder and cannot be blocked.
9. Members must notify the Board of any extended absences (Vacation, long term illness, or other circumstances), and pay for their volunteer hours up front.
10. Membership is defined as plot ownership and receives one vote per plot when voting for officers, special projects, or any major changes that may arise.

### C. GARDEN PLOTS

1. Annual Plot Rates:
  - 10' x 20' garden plot \$150.00
  - 10' x 10' garden plot \$ 75.00
  - 4' x 8' garden plot \$55.00
2. Members may not rent more than 2 (two) plots at a time regardless of the size. Any member interested in two plots will be issued 1 (one) plot for a 6-month probation period. If the member is able to maintain their plot in accordance with the Rules and Regulations, then a 2<sup>nd</sup> plot will be considered.
3. Height Restrictions: 6' 7" for structure and plants. All plant growth must be contained within the perimeter of your plot. Any plants that exceed 6' 7" or extend beyond the perimeter of the plot must be trimmed back.
4. All lumber incorporated into the garden must have structural integrity or be removed.
5. Members may not alter the dimensions of their plot.
6. No Commercial Use. Selling produce of products made from harvest, including flowers and herbs is prohibited. Storing plants is prohibited.
7. New members are to have their plot cleared of weeds and debris within 3 (three) weeks and complete their planting within 2 (two) months. Failure to do so may result in the plot being reclaimed.
8. Plots and pathways must be maintained year-round. Winter gardening may include cover crops but cannot go unattended. Plots and pathways must be kept free of all debris including but not limited to weeds, trash, tools, etc. all year long. If cardboard is used in the walkways it must be covered with mulch on the same day.
9. Gardening shall be done in accordance with organic gardening principles. No artificial fertilizers or soil, toxic pesticides, herbicides or any other chemicals may be used. Use of Roundup will not be tolerated and is grounds for immediate dismissal from SATG.
10. All fruits and vegetables are to be harvested in a timely manner as to not become moldy etc.
11. Members must haul and dispose of their own trash, such as weeds boxes, trays, bags, packets, and similar items.
12. Water conservation must be practiced. Restrictions may be put into place in times of severe drought. Turn off faucets and release the pressure in hoses before leaving. Do not water another member's plot without their permission.
13. Timers or other automatic watering devices are not permitted.
14. If you see a water leak turn off the main water supply and call SATG.
15. All trees, shrubs, invasive, marijuana, or illegal plants, are prohibited. Thorny berries such as raspberries, blackberries, boysenberries etc. must be planted in pots and trained upright away from pathways. Plants that have a root system that invades the pathway or another member's plot are prohibited.
16. Garden plots are not to be used for storage. Only personal hand tools, gloves, and small containers are allowed to be left in plots. Hazardous materials, excessive lumber, debris, or non-gardening materials may not be stored in plots.
17. Tools are provided for use in the tool shed and garden carts are in front of the garden store. Do not permanently remove items or leave items in your plots. Return all items every day. Clean tools before returning them to the shed.

### D. CONDUCT

1. Members are expected to be civil, honest, and cooperative in dealing with Seventh Day Adventist members and students, SATG Board, other members, and neighboring residents.

2. No loud music, podcasts, shouting, profanity, or fighting of any kind will be tolerated.
3. Members must comply with all applicable local, state, and federal laws.
4. Members may bring guests, including children, into the garden, provided that the guests comply with the Rules and Regulations. Members will supervise any child under the age of 18 (eighteen). Members will be responsible for the conduct and safety of guests and children including making sure they do not damage or interfere with activities on other plots or otherwise engage in inappropriate conduct. Additionally, members are liable for any and all damage guests cause to other plots whether accidental or intentional. Members are responsible for their guest's violations of the Rules and Regulations and are treated as violations by the member.
5. Shoes and shirts must be worn at all times.
6. Dogs must be kept on a 6' leash or less and under control at all times and shall not act aggressively or with excessive barking. Dogs must stay on mulched paths at all times. Cleaning up after your dog is required and failure to do so will lead to non-compliance notice.
7. Members may not enter other plots, use another member's tools or supplies, or harvest other members produce without explicit permission of the other member. Theft from plots or any garden property is grounds for immediate dismissal.
8. No Smoking. No Tobacco products or e-cigarettes are allowed on the garden premises.
9. Members may not bring or consume alcohol, illegal drugs, or marijuana while on the garden premises. Members may not come into the garden while under the influence of alcohol, marijuana, or illegal drugs and shall be grounds for immediate termination.

#### E. PROBLEMS:

1. Any physical or verbal behavior that is aggressive, intimidating, threatening, harassing or violent in any way shall be grounds for immediate termination.
2. Dispute Resolution. Members should attempt to resolve disputes with fellow members. If members are unable to resolve the issue, they are to inform a member of the Board in writing. The Board will review the disputes and will resolve them in the best interest of the garden and the decision will be accepted as final.

#### F. SAFETY:

1. 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 compelled to do so address the issue immediately or notify the Board.
2. Standing water is not permitted at any time.

#### G. RULES, VIOLATIONS AND TERMINATION:

1. Members who do not comply with the Rules and Regulations will:
  - a. Receive a verbal warning and/or written notice via email from the Board of Directors.
  - b. Have 15 days from receipt of the notice to correct the violation(s).
  - c. If the violation(s) are not corrected within the allotted time frame, the garden plot may be reclaimed.
  - d. Receiving more than one notice of non-compliance in a single calendar year may result in the plot being reclaimed at the discretion of the Board of Directors.
  - e. Plots that have been abandoned for (2) two months will be forfeited.
  - f. If a member has been notified of any of the above and has not complied within 30 days the plot will be forfeited.
  - g. If the Landlord (Seventh Day Adventist) raises the rent of the Community Garden property, an additional cost may be applied to the Member, but will not exceed \$25.00 per plot per year.
2. Failure to attend and care for the plot in a consistent manner, failure to complete required work hours, or comply with the Rules and Regulations will result in a dismissal from SATG, forfeiture of any residual rent, and immediate termination of this agreement.

- 3. Plots that are relinquished or terminated must have all personal items removed within 2 weeks. Any personal items not removed will be the property of SATG. SATG will not be responsible for any personal items left in the plot. Annual membership fee and administration fee will be forfeited.
- 4. On relinquishment of plot members must leave their plot in good condition, free of all weeds and debris at the end of their rental period or the member will incur the cost of cleaning the plot at \$25.

H. BY-LAWS:

- 1. By-Laws for SATG are available upon request.

**I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY SATG'S RULES AND REGULATIONS.**

Member's Printed Name	Members's Signature
SATG Representative Signature	Date

**SIMI AT THE GARDEN, INC.**  
**APPLICATION FOR MEMBERSHIP**

Name 1: \_\_\_\_\_

Name 2: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone # \_\_\_\_\_ Cell # \_\_\_\_\_

Email address (mandatory) \_\_\_\_\_

Emergency Contact (Name/Phone) \_\_\_\_\_

**1. BY SIGNING THIS FORM, I/WE UNDERSTAND THAT I AM RELEASING SIMI AT THE GARDEN, SEVENTH DAY ADVENTIST CHURCH, AND THE VOLUNTEER GARDEN LEADERSHIP TEAM FROM ANY LIABILITY, DAMAGE, LOSS OR CLAIM THAT OCCURS IN CONNECTION WITH THE USE OF THE GARDEN BY ME OR ANY OF MY GUESTS.**

Member's Printed Name	Members's Signature
SATG Representative Signature	Date