

# Foster City Community Garden Policies and Regulations

Gardeners of the Foster City Community Garden, welcome! We're fortunate to be part of this wonderful resource provided through the collaboration of the Island United Church, The City of Foster City, the Foster City Community Garden Association and the Rotary Club of Foster City.

The following represents the rules and expectations in helping to ensure the successful and sustainable operation of our Community Garden. If you have any questions about them, please speak with a Garden Association Board member.

The Foster City Community Garden Association (Association) will be the party responsible for the operation of the garden and enforcement of the rules and regulations. It is incumbent on all gardeners to maintain a safe and clean garden area.

The Community Garden is on the property of Island United Church. The church has regularly scheduled service on Sunday morning and also has other activities (unscheduled) throughout the week. Gardeners have access to the garden and parking lot but are not allowed to enter or use the church building or fenced play area. The church houses a preschool, Challenge School, that operates Monday -Friday. (7AM-6PM). Gardeners will give priority to the church and school activities and conduct themselves in a manner that is not disruptive to either the church or school.

## **I. Plot Allocation**

1. Plots are only leased to City of Foster City residents, members of the Foster City Rotary club and members of Island United Church who are at least 25 years of age. Proof of residency (as defined as a current ID with address **AND** current piece of official mail in the plot holder's name, such as a utility bill) will be required annually.
2. The person whose signature appears on the Lease Agreement is the "plot holder" and is ultimately responsible for the garden plot and payment of all fees and charges. A gardening spouse is considered a plot holder and must also sign the hold harmless agreement. One additional gardener at the same address may also sign the agreement.
3. Only one plot will be leased per residence.
4. A plot holder may not garden more than one garden plot in the City of Foster City community garden system.
5. Current plot holders in good standing may renew their garden plots each year. Good standing is defined as having adequately and satisfactorily maintained a plot year-round, not having any unresolved disputes with the Board, and having paid all fees/charges.
6. No plots may be exchanged without Garden Board approval. Plot holders who have actively maintained and cared for their plots and who have not received a written warning from the Board within the past year, will be eligible for a plot exchange should one become available. Available plots will be offered on a garden participation seniority basis.
7. Plot holders exchanging plots must have their current plots cleaned and ready for a new gardener as soon as reasonably possible but no later than 60 days from their new plot assignment.
8. Gardeners are responsible for keeping the Association Board notified of their current address, phone number(s), and email address. Maintaining a current mailing address assures that you will receive renewal applications, notifications and when appropriate, a clean-up deposit refund.

9. Persons who relocate outside the city of Foster City during the garden year will be permitted to continue in the garden until renewal, at which time, his/her plot will be re-assigned. The Association Board requests advance notice when a plot holder will be relocating.
10. Plot holders must be involved in hands-on cultivation of their plots. Plot holders who sublet care of their plot will forfeit their plot.
11. A plot holder may not relinquish the care or cultivation of his/her plot by transferring it to anyone, including family members or friends. Garden plots that become available will be re-assigned to new gardeners via the established waiting list.
12. A temporarily disabled plot holder may apply for Association approval for another plot holder to care for their plot for up to a 3 month period. If necessary, a 3 month extension period may be applied for. If after this time, the plot holder is still unable to personally care for his/her plot, the plot must be relinquished for re-assignment to a waitlisted gardener.
13. New plot holders must start planting within one (1) month of being awarded the plot or risk forfeiture.
14. Annually a roster of all garden members' names and plot numbers will be shared with other gardeners as will the names and contact information for current Garden Association Board members.

## **II. Care of Plots**

1. All plots must be actively maintained in a manner acceptable to the Association. This includes regular weeding, watering and care of the assigned plot year-round. Allowing plants to self-sow does not constitute "active" gardening.
2. It is estimated that an average of 4-5 hours per week is necessary to keep and properly maintain a productive and attractive garden plot.
3. No excessive or unsightly storage of supplies, equipment or poor garden condition will be tolerated.
4. After use, tools and planting materials must be properly stored within each plot or removed by the plot holder. Communal garden tools must be returned to the garden storage shed. Garden hoses must be properly coiled and returned to post holders.
5. The south and west pathways around each bed are the responsibility of the plot holder and are to be kept free of weeds and debris and also covered with bark chips. At no time will gardening be permitted outside the borders of the plot, including pathways and other common areas, whether in the ground or in pots.
6. PLOTS MUST BE COMPLETELY PLANTED AT ALL TIMES OF THE YEAR including a winter garden and/or cover crop. A plot cannot be left fallow or covered with plastic, burlap, or straw except for mulching around plants. Cover crops must not be allowed to reach a seeding stage.
7. Only vegetables, flowers and herbs may be grown on the plots. With the sole exception of roses, fruit trees and bushes are not permitted.
8. Plants infested with insects or disease must be removed from the garden as soon as possible to protect healthy plants.
9. Crops must be harvested and not left on the ground to rot and go to waste. Vegetation that has finished bearing or is dead must be removed from the garden immediately.
10. NO FENCES OR ARBORS ARE PERMITTED

11. Respect the need of your neighbors plants for sunlight. Tall plants such as tomatoes, legumes, corn, etc. should be located so that they do not produce excessive shading onto adjacent plots and do not extend into pathways.

12. Temporary trellises, no more than 5 feet high, may support annual vegetation. In no case may they shade a neighboring plot. Trellises must be removed as soon as the plant has finished bearing.

13. One permanent structure per plot will be allowed for the support of perennials. In no case may a structure exceed 5 feet tall by 6 feet wide or shade a neighboring plot.

14. Prohibited plants include, but are not limited to:

- Marijuana, Cannabis spp.
- Mint, Mentha spp. (allowed in pots only)
- Vining berries, Rubus spp.
- Grape vines, Vitis spp.
- Sunchoke, Jerusalem Artichoke, Helianthus tuberosus
- Chayote, Sechium edule
- Horseradish, Armoracia rusticana
- Milkweed, Asclepias spp.
- Opium poppy, Papaver somniferum
- Succulents, ask Board about specific species.
- Morning glory, Ipomoena spp.
- Jupiter's beard, Centranthus rube

15. Care must be taken to not allow plants to grow that may compromise the structure of the raised beds.

16. To the extent possible the Association will promote, and the gardeners will maintain organic gardening practice. Spraying pesticides or herbicides will not be allowed.

### **III. General Garden Maintenance**

1. NO EXCESSIVE OR UNSIGHTLY STORAGE OR CONDITION WILL BE TOLERATED. No more than one chair, one compost bin, one debris box and one SMALL hand tool storage box will be permitted. These must be kept within the plot, not in the aisle.

2. To prevent wasteful use of water, gardeners are required to stay in the vicinity of their plot while watering. Do not leave unattended or on all night. Please turn off all faucets of unattended plots.

3. Water spigots/hoses must be made available to other plot holders at all times.

4. All loose materials, refuse, personal tools, etc. must be cleared from the pathways and either stored inside the plot or taken from the garden by the plot holder.

5. Personal sheds of any kind are not permitted.

6. Each gardener will be responsible for the removal of all waste material. Use of the church or school garbage, recycle or composting receptacles is prohibited.

#### **IV. Garden Conduct/Plot Holder Responsibilities**

1. Everyone, with the exception of the Association Board, must be out of the garden area within one hour after sunset and no sooner than sunrise. Remember, the garden is located in a residential area, so noise needs to be kept to a reasonable level.
2. Reasonable advice and/or direction from the Association Board must be adhered to.
3. Never harvest from another gardener's plot without permission. Any plot holder who steals or vandalizes property in the garden shall forfeit his/her lease and the proper authorities will be contacted.
4. Absolutely no pets of any kind are permitted in the Garden.
5. Children must remain with the plot holder at all times when in the garden. Please, no running
6. Any adverse physical contact between gardeners, loud, offensive or boisterous behavior or abuse of alcohol within the garden boundaries is prohibited and subject to immediate plot forfeiture. The garden members will maintain an inclusive attitude accepting all persons without bias or prejudice to race, gender, disability or sexual identity.
7. For safety reasons, no glass containers are permitted in the garden
8. Plot holders will be held accountable for the behavior of their guests. No guest is allowed in the garden without the plot holder being present.
9. Amplified music is not permitted.
10. In the event of non-compliance with one or any of these Polices and Regulations, the following procedure will be followed:

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| Step 1 | Verbal warning issued   |
| Step 2 | Written warning   |
| Step 3 | Dismissal notice for the Board of Directors   |
| Step 4 | The gardener may request a Grievance Committee Hearing, in writing (letter or Email) within 7 days of the dismissal notice. The individual must personally Present his/her case to a group of three Board members |
| Step 5 | The Board of Directors will issue a final written notice. That decision is final. Garden fees and the clean-up deposit will not be refunded.  |

#### **V. Administrative Requirements**

1. NO MODIFICATION TO THE IRRIGATION SYSTEM OR PLOT BOUNDARIES ARE PERMITTED
2. Topsoil, fertilizer and any hardscape, once added to a garden plot, becomes the property of the City of Foster City and may not be moved to another plot or removed from the garden.
3. The yearly rate from February through January is subject to adjustment by the Association Board and the City of Foster City to cover the operations of the Community Garden.
4. Gardeners will be assessed a one-time \$50 cleaning deposit, that will be held and refunded when a plot holder in good standing vacates his/her plot in a clean and totally weed-free condition, as determined by the Association.

5. In the event a plot holder has been dismissed from his/her plot for failure to abide by garden rules or policies, his/her cleaning deposit of \$50 and the balance of his/her lease will not be returned.

6. This document may be revised, updated and/or modified by the Foster City Community Garden Board of Directors with the approval of the Island United Church and the City of Foster City. If such a change is made, all plot holders will be notified in writing.

RELEASE FROM LIABILITY

Foster City Community Garden  
1130 Balcultha Street  
Foster City, CA 94404

**COMMUNITY GARDEN  
Waiver of Liability Form**

RELEASE AND WAIVER: I attest that I am physically fit to participate in all the activities associated with the maintenance and upkeep of the Community Garden plot as a lessee. hereby for myself, my heirs, executor(s) and administrator(s), waive and release any and all rights and claims for damages I may have against and United Island Church, Foster City Community Garden Association and the City of Foster City its council, officers, boards, employees, volunteers, and agents and any individual associated with and United Island Church, Foster City Community Garden Association and City of Foster City and will hold them harmless for any and all injuries suffered in connection with my activities at the Community Garden.

PHOTOGRAPHIC RELEASE: Further, I hereby grant full permission to all the foregoing to use my likeness in all media including photographs, recordings, or any other record made in connection with my activities at the Community Garden.

Under no circumstances will any lessee be allowed in the Community Garden without first signing this Waiver of Liability Form.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature