

## Ohana Kuleana Community Garden Bylaws

### Membership

1. Plot **registration** for returning members begins March 1<sup>st</sup> and ends March 31<sup>st</sup>, for new members begins April 1<sup>st</sup> and ends April 22<sup>nd</sup>. The garden will be **open** for planting **May 1st**.
2. **Submit dues by May 5<sup>th</sup>**. If dues have not been paid at this date the plot may be reassigned.
3. Gardeners will be responsible for their plot and **a minimum of 2 hours of volunteer work per month** contributing to the upkeep of the whole garden including the final workday in November. Volunteer hours can be fulfilled through the organized monthly workdays or individual projects.
4. Compliance with the following regulations will help everyone have an enjoyable and prosperous garden. Failure to comply may result in loss of gardening privileges immediately and in the future.
5. Gardeners are encouraged to be involved in Ohana Kuleana community garden meetings and events throughout the season.

### General Use

1. The garden area is **open dawn until dusk**, seven days a week. 8pm to 9am are quiet hours.
2. Please **be respectful** of fellow gardeners and neighbors. Keep noise levels to a minimum.
3. The garden is a **safe space** for the community, children, and other gardeners. Do not bring anything that will compromise the safety of the garden.
4. Check the bulletin board for information concerning the garden - problems, workshops, notices. Feel free to post information you have and leave messages for other gardeners there.
5. The garden welcomes families. Please make sure **children** are supervised. Teach them respect for others' plots and to conserve water.
6. Dogs are not allowed in the fenced-in garden area. **Leashed pets are allowed outside the fenced-in area**. Please pick up after your pets.
7. **Park only in designated garden parking area**, not in surrounding streets. For events you may be directed to other parking areas.
8. Please use **garden tools** in a safe and respectful manner. Please clean and return them to the tool-shed when finished.
9. **Pick ONLY your crops**, even if you believe the plot to be abandoned, unless given permission by the plot user.
10. **Keep the gate and tool-shed locked** at all times. Do not give the combination to anyone not associated with the garden.
11. The Garden Manager has the duty of enforcing rules and making decisions for the garden. They have the authority to resolve conflicts, refuse a plot to a gardener, and dismiss a current gardener. Please contact the Garden Manager with any issues.

### Plot Care

1. Gardeners must have their plot planted by June 15 or it may be forfeited and reassigned.
2. Generally plan to **visit your plot at least once a week**.
3. Notify the Garden Manager if you are no longer able to tend your plot; will be absent for a long period of time and/or have asked a fellow gardener to tend your garden.
4. If your plot is overgrown with weeds you will be given a warning. After 10 days your plot may be reassigned.
5. You will not be refunded membership fees if your plot is reassigned for any reason.
6. Keep tall plants such as sunflowers in the center of your plot **so as not to shade your neighbors plants**.
7. Help your **visitors** understand and follow the rules of the garden.
8. Dispose of weeds and plant material in designated compost areas. Different care must be given to weeds with seeds.
9. Water restrictions and conservation measures must be followed. A **gardener MUST remain on the premises while watering**. Excess water cannot be allowed to drain into street or adjacent property. Timers and other drip systems can be addressed with the Garden Manager.
10. Keep plot boundaries, including adjacent pathways, weeded and trash free. Dispose of everything in the proper trash, recycling, or compost receptacle.
11. No debris of any kind should be left on site. Use trash receptacles and notify the Garden Manager if overflowing.
12. If you have a surplus of produce contact Manna Soup Kitchen or the Garden Manager about donating.
13. **Each gardener is responsible for clearing and putting to bed her/his plot before the close of the season**. All dead plants, weeds, trash, tools, sticks, and cages are to be removed or stored by November 30th.

### **Liability Waiver**

1. I desire to participate voluntarily in the gardening and other activities sponsored and coordinated by OKCG on the community garden site at E 30th Street and E 5th Avenue.
2. I understand, accept, and assume the risks associated with participation in any and all activities at the garden. I also assume the responsibility of conducting myself in a civil manner that is mutually beneficial to all participants. Unacceptable conduct generally includes, but is not limited to, vegetable theft, tool theft, profanity, and any offensive behavior.
3. I assume full responsibility for any injuries which may occur to me, as well as the safety of my family and guest, and do hereby fully and forever discharge and release Robert Lieb, Durango Threadworks, Inc., La Plata County, The Garden Project of Southwest Colorado, and OKCG, its employees, board members, officers, agents, authorized volunteers, representatives, consultants, insurers and sureties, and their successors and assigns (collectively, the "Released Parties") from any "Claims," as used in this document, mean any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of my presence or the presence of my family members and guests at the garden, activities at the garden, the use or intended use of the garden and garden tools, and/or participation in activities connected with OKCG including, without limitation, any of the foregoing resulting from or arising out of the negligence of a Released Party. Further, I hereby waive any and all Claims against a Released Party.
4. I expressly acknowledge that participation in the community garden is for my purposes and convenience and not for the purpose and convenience of any one or more of the Released Parties.
5. In the event that a dispute arises between gardeners or between a gardener(s) and the designated garden steering committee, and a resolution of the dispute cannot be reached by these parties, I agree to have OKCG act as the arbitrator of the dispute, and I further agree to adhere to OKCG's decision as final.

**I have read, understand and agree with the above provisions**