

Gardener Agreement

I understand that participating in the San José Community Gardening Program is a privilege, not a right. I understand that I do not own my garden plot, but pay for the use of that land on an annual basis. I understand that I am a steward of my garden plot and that it is my responsibility to use the land in such a way that it will be maintained—if not improved—for future use.

By filling out and submitting the Community Garden Registration Form, I acknowledge and agree to comply with the following:

1. The San José Community Gardening Program Rules and Regulations.

The Rules and Regulations are reviewed and revised annually in an ongoing effort to improve them and keep them relevant to changing conditions. I understand that it is my responsibility to read carefully the Rules and Regulations distributed each year and understand any changes that may have been made. Further, I understand that the volunteer management team is authorized by the City to interpret and enforce these Rules and Regulations. I understand that City staff welcomes and encourages my feedback about the Rules and Regulations; however, until official changes are made, I understand that I am obligated to follow the Rules and Regulations as they are written.

2. Community Garden By-laws.

Some community gardens have written and adopted by-laws that provide additional guidelines for good management practices, though others have yet to do so. The by-laws can include additional rules specific to each community garden so long as they do not conflict with any of the Program Rules and Regulations. Although my community garden may not have by-laws yet, I understand that it is my responsibility to observe any rules or customs that have been established by the volunteer management team at my community garden.

3. Adherence to Organic Gardening Principles

The Community Gardening Program adheres strictly to the principles, concepts, and practices of organic farming. **USE OF PESTICIDES, HERBICIDES, CHEMICAL FERTILIZERS, OR OTHER SUCH SUBSTANCES OR PRACTICES INCONSISTENT WITH ORGANIC GARDENING IS PROHIBITED AND MAY RESULT IN IMMEDIATE REVOCATION OF GARDENING PRIVILEGES.** If I am ever in doubt about the permissibility of any such usage, I understand that it is my responsibility to speak to the volunteer management team at my community garden and obtain permission before engaging in such usage.

4. No Commercial Use.

I represent that I will not grow any plants in my garden plot for sale or for any unlawful purposes.

5. Enforcement by Injunctive Relief.

I understand that my failure to comply with the terms of this Gardener Agreement in any way may cause irreparable injury to the land and to the future use of garden plots, and I therefore agree that in such event the City may obtain immediate injunctive relief in any court of competent jurisdiction to temporarily and/or permanently enforce this Gardener Agreement against me. Such right shall be in addition to, and not in lieu of, the City's other rights hereunder.

Signature: _____

Date: _____

Please retain a copy of this Gardener Agreement for your records.