



Long Beach Community Garden Association, Inc.
Rules & Agreements
Effective May 1, 2021

I. INTRODUCTION

Long Beach Community Garden Association, Inc. (LBCGA) is a private, not-for-profit organization located on land that is leased from the City of Long Beach. The City requires that LBCGA publish and maintain Rules & Agreements that conform to the city lease and the rules governing El Dorado Park (for park rules, please visit: <http://www.longbeach.gov/park/>). Bylaws can be found online at lbcg.org.

The goal of LBCGA is to provide a safe and attractive environment for persons desiring a place to grow edible produce. LBCGA does not and shall not discriminate on the basis of race, color, religion (creed), gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, selection of members, volunteers and vendors, as well as in the provision of communications and services and enforcing Rules & Agreements. We commit to providing an inclusive and welcoming environment for all members, volunteers, guests and vendors.

The purpose of the Rules & Agreements is to maintain a neat and productive garden and provide a pleasant atmosphere for all persons in the garden. This document is an agreement between all members and the Board of Directors.

II. GARDEN PURPOSE

The purpose of the Long Beach Community Garden (LBCG) is to provide vegetable garden plots which are intended to give a space for members to actively participate in their community through gardening, sharing knowledge of gardening, and giving back to the community in need through donations of produce and community service.

III. ELIGIBILITY REQUIREMENTS

A. To become a member and maintain an annual garden membership, an individual must:

1. Be a current resident of Long Beach. A business address does not qualify. Proof of residency must be provided at the time of admittance and annual renewal. Acceptable forms of verification are as follows:
 - Current California driver's license or California ID card, AND
 - Proof of residency such as utility or insurance bill, deed or other acceptable documentation with name and address clearly indicated (current within the last 3 months).
2. Sign a LBCGA Agreement and abide by the current Bylaws and Rules & Agreements of the LBCGA, including but not limited to:
 - Be assigned a garden plot and actively garden and maintain the plot.
 - Perform a minimum of 4 hours of Community Service annually (refer to Section VII).
 - Remain current with all association garden deposits, dues and fees (refer to Section XIII).

B. Special notes regarding member eligibility:

1. Each Long Beach residential address may be assigned only one plot.
2. Plots are assigned by the Board of Directors and cannot be transferred, exchanged or sublet to another person. Members may request a plot change once and must leave the current plot "ready for the next member".
3. Each member shall keep the Membership Chair/1st Vice President (VP) notified of his/her most current address, telephone number and an email address. Any correspondence mailed or emailed to the member's address on file, either physical or email, is considered delivered. If a member moves out of the Long Beach, he/she must inform the 1st Vice President immediately and relinquish the plot.
4. Upon a member's leaving a plot in good standing, an active family member or other co-gardener may take over the garden plot as a new member only upon the discretion of the Board and by completing an orientation.
5. Returning members who previously left LBCG in good standing will be placed on top of the waiting list.

IV. MEMBER CODE OF CONDUCT

A. Members shall:

1. Display annual vehicle passes required for entrance to the garden in all member vehicles, including bikes. If members enter on foot, they must have their garden vehicle pass in their possession. Passes

are to be used only for admission to the LBCG and are not valid in any other areas City Park or the SPCA/Animal Care Services (ACS). If El Dorado Park areas are used that require paid parking, members are responsible for those fees. The SPCA/ACS parking lot is only to be used when conducting business with either agency.

2. Maintain responsibility for personal guests and ensure guests follow LBCGA Rules & Agreements.
3. Abide by the LBCG hours of operation: dawn to dusk any time of the year.
4. Read the Information Board, emails, signage, and mail for current information and notices.
5. Use the emergency pedestrian gate only in case of emergency.
6. Observe the 5 mile per hour speed limit and observe all STOP signs in the garden; drive one way (south) on the center road and one way (north) on the east and west roads.
7. Supervise children and stay with them at all times while in the garden.
8. Properly use equipment and tools of LBCGA and return them clean to their proper place.
9. Return EMPTY wheelbarrows and carts to the corners taken from. Excess dirt should be dumped in Q14.
10. Conserve water.

B. Members shall NOT:

1. Sell or use garden produce for profit.
2. Enter another member's garden without permission
3. Destroy or damage any property of LBCGA or its members.
4. Bring animals to the garden, including leaving pets in vehicles.
5. Provide food or water for any wild animals or birds.
6. Consume alcoholic beverages or smoke (including vaping) in the garden as per Long Beach park rules.
7. Remove anything (bags, produce, trays, etc.) from the Food Bank plots and/or from the Food Bank table.
8. Enter the orchard without permission.
9. Wash or rinse any vehicle in the garden.
10. Use animal deterring devices that are audible.

V. GARDEN PLOT REQUIREMENTS

A. Members shall:

1. Keep garden plot completely planted and harvested with new vegetables of the season (token planting and cover crops are not allowed). Gardens must be planted with at least **75% edible crops**, thus allowing the remaining 25% of your plot for non-planted areas to include: flowers, pathways, storage container, chairs/bench, small potting table and composters (see VI. A. below for specifications).
2. Take active steps to avoid spreading diseases and weeds by removing grasses and weeds and by trimming off and removing all diseased and/or pest-infested plants.
3. Keep pathways clear for other members and emergency service personnel by trimming vegetation and storing all items inside the plot boundaries.
4. Trim artichoke foliage off the soil to reduce rodent infestation.
5. Keep pathways weed free and covered with chips at all times. Assigned paths are north (SPCA) and east (freeway) and other assigned paths for specific plots.
6. Keep border boards free of soil, manure, chips and plants. Keep the plot marker on the northeast side of the plot clear and readable.
7. Hand water and conserve water by being present during watering. No drip systems, oscillating sprinklers or soaker hoses are permitted.
8. Place trash from your garden into dumpsters provided. If dumpsters are full, keep trash in your plot (not in a wheelbarrow) until dumpsters are empty. Any ~~wood~~-material must be cut to fit inside the dumpster. When finished emptying trash, be courteous and clean up trash around the dumpster. Recycle requirements are:
 - **Green bins** – plants only, no plastic, wood, or metal
 - **Grey bins** – garden trash only; no items from home, batteries, light bulbs, electronics, or hazardous waste, etc.
 - **Blue bin** – plastics, cans, glass, cardboard and paper.
9. Follow LBCGA Perimeter Plot Fence and Raised Bed Rules (obtain at lbcg.org). Neither fencing nor raised beds can be attached to the border boards. Raised beds cannot be greater than 8 inches higher than the border boards. Any new plot fencing or raised beds must be pre-approved, both in design and materials by submitting plans to the assigned Board member or info@lbcg.org. Perimeter fencing cannot be used as a trellis for vines or other plants.
10. Arrange for someone to take care of your plot when necessary, i.e., illness, vacation, etc. The LBCGA is not responsible for the upkeep of any member's assigned plot. Members are responsible for maintaining their garden year round.

B. Members shall NOT:

1. Plant more than 10% of garden plot in beneficial flowers.
2. Alter, attach to, replace, or paint the border boards of the plot.
3. Raise the soil level in their garden plot more than 8 inches higher than the border boards.
4. Let anything (plant, structure, etc.) shade any neighboring plots.
5. Bring trash from home or outside the garden and put into dumpsters.

VI. **EQUIPMENT AND PLANTS**

A. Members are allowed:

1. One or two “made for garden” storage container(s) for tools and supplies. Combined containers can be no taller than 4 feet not wider than 4 feet, and no deeper than 2 feet.
2. Two “made-for-garden” chairs or small bench.
3. One small “made-for-garden” potting table.
4. Made-for-garden support systems, poles, cages, and trellises, including concrete support wire. Posts or supports must be no larger than a standard 4x4 lumber and cannot exceed 7 feet in height.
5. To place usable materials, such as cages, trellises, stakes, etc. behind the manure wall at the southwest corner of the garden for use by other gardeners (Share Corner).

B. Members are NOT allowed:

1. Old windows, stepladders, screens, doors, household furniture, cinder blocks, artificial turf, etc. to be used as décor, fencing or as supports or cages for crops.
2. Planting in containers of any type.
3. Anything with water creating habitat for mosquitoes and other insects.
4. Use of pressure treated lumber.

C. The following vegetables or plants are **NOT ALLOWED** for use in the LBCG because they are invasive, toxic, have the potential for spreading plant diseases, harbor damaging insects or cause physical harm:

Bamboo	Four O'clock	Morning Glory	Sorghum
Berries (prickly) (see section F below)	Grapevines	Nightshade	Succulents
	Gopher Purge	Passion Fruit	Sugar Cane
Cactus	Horseradish	Petunia	Thorny plants of any kind
Canna Lily	Illegal plants or Cannabis	Plumeria	Trees
Castor Beans	Jerusalem Artichokes	Potatoes, Sweet Potatoes, Yams, etc. (negative affect on tomatoes)	Volunteer Tomatoes
Calendula (flower)	Melissa (lemon balm)		<i>Any woody perennial that grows over 3 feet</i>
Dandelion (common wild)	Milkweed		
Datura	Mint (including Catnip)	Roses	

D. Four-Foot Rule – Plants that are very large at maturity must be at least 4 feet from the plot borders, including but not limited to asparagus, artichokes, sunflowers, corn, etc.

E. Berry Plants – Banned berries include blackberries, raspberries, or any other member of the genus Rubus. All such berry plants in the plots prior to July 1, 2008 have been grandfathered and will be removed as plots are vacated. Strawberry and blueberry plants are acceptable.

F. Large Perennials – A community herb garden can be found at the southeast corner of the orchard for all members to access. This will allow for maximum use of plots. If planted in plots, perennials including but not limited to Rosemary, Lavender, Lemongrass, etc. shall be maintained so as not to reach a height and width of greater than 3 feet and the main stem shall not be greater than 1-2 inches in diameter; thicker trunks create tree-like plants that are larger than needed and difficult to remove.

G. Seasonal Rules -- All tomatoes, peppers, and eggplants must be removed from garden plots PRIOR to November 15th and are not to be planted before March 1st to control disease. This is to control diseases that can persist from overwintering plants. All broccoli, Brussel sprouts, cabbage and cauliflower must be removed from garden plots before May 1st to control disease.

VII. **COMMUNITY SERVICE**

- A. Community Service is used to maintain the common areas of the garden and perform duties that ensure a good infrastructure.

- B. Each member must perform a minimum of 4 hours of community service per year within the confines of the LBCG. Hours are pro-rated if a member joins after November 1st.
 - 1. At least 2 of the 4 hours must be completed no later than December 31 of a given year. If 2 hours are not completed by the last day of December, it will result in a requirement to complete an extra 2 hours for a total of 6 hours by the end of the Garden Calendar Year, April 30.
 - 2. Monthly Work Parties are normally set for the first Saturday of the month (subject to change) and are posted on the information board in the garden. Check-in begins at 7:15am with work from 7:30am to 9:30am. Members may bring family or friends over the age of 13 to complete the required hours, but all workers must remain for the full 2-hour period. Members shall wear appropriate clothing, gloves, and closed-toed shoes, and have tools available, depending on the assignment. A verification of hours will be provided following the work party and must be kept for any renewal discrepancies.
 - 3. Special work parties may be called as needed and some committees conduct work groups during the week and in evenings. These will be posted or communicated to the membership by email and apply to the Community Service requirement. Special request for assignments at the convenience of members may be appointed only if such work is available.
 - 4. Admittance to the garden during work party hours is for those attending the work party only. There will be no personal gardening in any plot during these scheduled work parties.
 - 5. Permanent assignments are available for those who are willing to commit to an ongoing community service assignment, such as maintaining chip and manure corners, delivering food bank produce, etc. Members interested in a permanent assignment should contact the President.
- C. Community Service Hours must be completed by the end of the Garden Calendar Year, April 30 of each year. Carryover of Community Service Hours to or from previous or future membership years is not permitted. There is no grace period or waiver for fulfilling Community Service hours.
- D. Participating in work parties is encouraged to facilitate networking with other members and to increase understanding of what it takes to maintain the garden infrastructure. If unable to attend, members may pay \$25/hour for those hours unserved in lieu of physically working the hours. To meet this requirement, payments must be made by the end of December and April.

VIII. GARDEN REVIEWS

- A. Garden Reviews will be conducted twice per month. to identify gardens not in compliance with the Rules & Agreements of the LBCGA. Row monitors may be assigned to assist with Garden Reviews and are working on behalf of the Board.
- B. Communications to members can be a simple reminder, a Correction Notice or a Notice of Termination.
- C. Should Board Members identify banned plants or plants placed in violation of the Rules & Agreements, they have the authority to remove the plants.

IX. WATER SYSTEMS, HOSE USE AND HOSE REPLACEMENT

- A. The City of Long Beach controls the water systems to the LBCG. Should the water be turned off temporarily for repair or any other reason, it is beyond the control of the association Board.
- B. Hose replacement cost is the responsibility of the gardeners who share a common hose. Hoses will be replaced by the LBCGA will purchase and replace the hose on the hose bib. If a hose breaks or leaks, members sharing the hose must each pay \$8 indicating plot number and placed in the garden mailbox. The hose will be a 50 foot Craftsman and installed by the LBCGA in a manner that prevents theft.
- C. All hoses must be stored, wound and hung properly on hose hangers without kinks and in concentric rings. Bending hoses at sharp angles at connectors can cause damage and leaks.
- D. Problems with the water bib or hose hanger should be reported to a Board member for repair.

X. COMPOST CONTAINERS AND COMPOSTING

- A. Compost containers are limited to no more than two containers with a combined size not to exceed 3 feet x 3 feet x 6 feet (in height).
- B. All composting must be done in covered containers; open composting on the soil is not allowed.

- C. All crops in composter must be covered with dirt or manure to deter flies, gnats and critters. Members are not permitted to utilize any meat scraps (will attract vermin) or weeds in composters.
- D. Composters are not to be used for trash storage because they attract animals, cause spread of disease and create a foul odor. If used only for trash (whether plant material or paper/plastic), they must be removed from the plot.

XI. FOOD BANK AND ORCHARD

- A. Through the Food Bank, the LBCGA provides free produce to organizations approved by the Board, such as homeless missions, battered women, abused children, the poor etc. Each member is expected to contribute a portion of produce to the Food Bank.
- B. Members are not to enter the Orchard or Food Bank Plots without permission of the designated Managers.
- C. Orchard fruit will be picked by the Orchard Manager or designee(s) and distributed to members by being placed on the Orchard Table under the gazebo or handed directly out to members. Each person in the plot can take the posted amount for themselves but cannot take fruit for anyone else in the plot.
- D. Fruit brought in from outside the LBCG must be washed and only placed in the Food Bank, not on the Orchard Table.

XII. TERMINATION OF MEMBERSHIP (Voluntary and Involuntary)

- A. Members must notify the Membership Chair/1st Vice President (VP) immediately when planning to give up membership.
- B. Gardens must be cleared of all plants and materials making it “ready for the next gardener”. Anything left in a plot must be approved by the Board, e.g., fencing, raised beds, plants, etc.
- C. A gardener in good standing who voluntarily gives up membership and leaves the assigned plot “ready for the next gardener” may reapply for membership at a future time. Failure to clear the plot and return gate opener(s) and pass(es) will result in inability to return as a member in the future.
- D. A gardener who loses membership for a minor infraction may be added to the waiting list after a one-year waiting period.
- E. A gardener who loses membership for a major infraction may permanently lose membership and may not be able to reapply or enter the garden for any reason (other than to collect belongings and clean plot).
- F. Membership in the LBCGA may be terminated if any rules (including El Dorado Park rules) are broken. This action is not taken lightly by the Board of Directors but will be exercised when necessary and appropriate.

A member may be terminated* for any of the following examples:

1. Falsification of information.
2. Theft, removal, or destruction of property from any garden, orchard or member or from the LBCGA.
3. Drinking alcohol or smoking in the garden.
4. Removing any items from the Food Bank table (food, containers, bags, etc.).
5. Taking more than the posted amount of fruit from the Orchard Table.
6. Failure to make corrections to garden plot upon receipt of a Correction Notice in the time allotted.
7. Excessive plot problems -- Plots receiving three Correction Notices within a twelve-month period can be terminated or placed on probation. (The year begins upon receipt of the first notice.)
8. Abandoned Plot -- By LBCGA standards, an abandoned plot means: no crops, no activity (planting, watering or weeding), overrun by weeds or blooming weeds/crops, crops going to waste or rotting.
9. Entering another member's plot without permission.
10. Disrespectful, abusive, harassing, or threatening behavior or language toward other members.

* Examples are not limited to the above and are at the reasonable discretion of the Board of Directors.

- G. When a membership is terminated, voluntarily or for cause, the member must collect personal belongings within the period stated in their termination letter or by mutual agreement between the member and the LBCGA. Any items left in the plot after the agreed upon date become the property of LBCGA.

- H. Members can appeal to the Board of Directors regarding termination or other actions taken by the Board. The appeal can be either in person or writing to the Board. The member requesting an appeal shall contact the President to be placed on the meeting agenda to be heard at the next scheduled Board meeting. The Board of Directors' decision is final. Decisions could result in loss of membership, one year probation or other action as necessary and appropriate. Should probation be violated, loss of membership will ensue with no appeal.

XIII. DUES AND FEES

- A. There is a \$10.00 non-refundable Application Fee payable prior to being added to the membership waiting list.
- B. Annual dues for membership are currently \$160.00 and are prorated for new members with fees subject to change. Gate openers/tags are \$15.00 per opener -- this is a rental fee for the lifetime of the membership and both must be returned upon termination of membership.
- C. The gate openers and passes are limited to 2 per plot by agreement with the City of Long Beach. Fees must be paid by check or money order; cash will not be accepted. A \$50.00 fee will be charged for any returned checks.
- D. Replacement for lost gate openers and vehicle passes is \$15.00 and \$5.00, respectively.
- E. Membership renewals shall be emailed to members on or about or about February 1 and can be returned through US Postal Service or the garden mailbox. Renewal applications, including fees, must be received no later than April 30. If not received by April 30, a penalty of \$45. If not paid by May 15, the result will be loss of garden privileges.
- F. All dues and fees are non-refundable.

XIV. GOVERNING BOARD OF DIRECTORS

- A. Through its bylaws, the LBCGA is self-governed and the City of Long Beach refers all issues back to the Board of Directors who function voluntarily and uncompensated in the 15 positions.
- B. Duties and responsibilities:
 - 1. Overseeing all activities and the fiscal integrity of the Association.
 - 2. Establishing and adhering to policies that will ensure that it fulfills its legal and community obligations.
 - 3. Setting the tone for dynamic and supportive leadership.
 - 4. Ensuring that the needs of the membership are met.
 - 5. Approving and evaluating programs and activities.
 - 6. Planning the LBCGA's future direction.
 - 7. Establish policies to guide the operations of the Association.
 - 8. Establish financial objectives and monitor progress.
 - 9. Refraining from personal preferences influencing decisions that affect the organization and members.
- C. The Board of Directors is the determining body to set and interpret the Rules & Agreements with all decisions being final.
- D. Board meetings shall be held every other month (even months) or as specially announced, if necessary. The Board of Directors shall hold closed session hearings on any member requested appeals.
- E. The Board of Directors will not disclose members' personal information.
- F. All Board members must have email capability to communicate regarding meetings and Board issues.
- G. In a garden emergency such as flooding, fire, unauthorized entry or other such events, Board members on site may take appropriate corrective action in consideration of the welfare of the garden and/or its members as a whole. If a Board member is not on site, one should be contacted.
- H. Board members are not obligated to converse or otherwise meet with anyone, including members, prospective members or visitors unless the meetings are civil and respectful nor will anyone be expected to respond to persons who are harassing, intimidating and/or threatening.
- I. The LBCGA may provide accessible garden plots that comply with ADA reasonable accommodation provisions.

- J. Elections of officers shall be held annually and nominations forms will be emailed to all members.

XV. RELEASE AND WAIVER OF ALL LIABILITY AND ASSUMPTION OF RISK AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, including permission to participate in Long Beach Community Garden Association (LBCGA) work parties and related activities, I, for myself, my family or anyone that accompanies me while at the Long Beach Community Garden:

- A. Acknowledge that I fully understand that **my participation is voluntary and may involve risk of injury**, including economic losses, which may result not only from my own actions, inactions, or negligence but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the activity is being conducted.
- B. Agree that, prior to participating, I will inspect the facilities, equipment, and areas to be used, and, if I believe that any of these are unsafe, I will immediately advise the person supervising the activity.
- C. **Assume any and all risk** of bodily injuries to myself or anyone accompanying me, including medical or hospital bills, permanent or partial disability, death, and damages to my property including personal vehicles, caused by or arising from my participation in any garden activity or use of the entry gate. This includes, without limitation, use of the garden and its gates, tools, equipment, parking area, planting area or walkways, and my participation in any activity, class, program, work party or other instruction now or in the future made available.
- D. **Covenant not to sue or present any claim** for personal injury, property damage or wrongful death against the LBCGA, its association, Board, volunteers and agents for damages attributable to my participation in the activities.
- E. **Release, waive, discharge, and relinquish**, to the extent allowable by law, the City of Long Beach and the LBCGA, its commissions, boards, officials, employees, volunteers and agents from any liability, loss, damage, claim, demand, or cause of action against them arising from or attributable to my participation in the activities, whether same shall arise by their negligence or otherwise.
- F. Agree that photographs, pictures, slides, movies, or videos of me may be taken in connection with my participation in the garden without compensation from the LBCGA and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose, and
- G. Warrant I am in good health and have no physical condition that would prevent me from participation in the garden activities and further, agree that, prior to participation, I will advise the person supervising the activity if I am unable to perform duties requested of me due to health or physical constraints.

THIS DOCUMENT RELIEVES THE CITY, THE LBCG, AND OTHERS FROM LIABILITY FOR BODILY INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE BY NEGLIGENCE. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS AND ASSUME ALL RISK BY SIGNING THE NEW MEMBER OR RENEWAL APPLICATION AND I SIGN VOLUNTARILY.

XVI. INFORMATION

- A. The Board of Directors generally meet on the first Saturday of every other month (even months) in the large barn at the garden after work parties. Members are encouraged to attend Board meetings.
- B. Members may bring suggestions or questions before the Board, in person or in writing by contacting the President or Secretary to be added to the agenda. Members may also contact any Board member and express concerns by phone or email found at info@lbcg.org
- C. Including annual renewals, the majority of communication between the Board and members will be handled by email therefore members are required to provide an email address when applying for or renewing membership. Members without a current email may not receive all communications.
- D. The physical address of LBCGA, Inc. is **Long Beach Community Garden Association, 7600B E. Spring Street, Long Beach, CA. 90815**. communications.
- E. Questions may be sent via email using info@lbcg.org. Letters may be sent to **LBCGA, Inc., P.O. Box 15944, Long Beach, CA 90815** or placed in the garden mailbox in front of the small barn in the center of the orchard.