



VVL Community Garden Use Agreement And Reservation Form

The VVL Community Garden is intended to be a beautiful, safe, and pleasant community garden environment for VVL. The garden is operated by the VVL Garden Club and will be maintained using sustainable and organic practices by volunteers and gardeners. To promote the interest of proper garden operation and to respect the interest of fellow Gardeners, the conditions for individual participation in the Community Garden at VVL are stated below. Please contact info@vvlgardenclub.org with any questions about the Community Garden.

WELCOME!

WE COULD NOT ACCOMPLISH OUR MISSION WITHOUT YOUR SUPPORT IN OUR EFFORTS. THANK YOU, VVLGC

1. Application for Friends of the Garden

- a. Friends of the Garden will have the opportunity to participate in the Community Garden. A Friend of the Garden must be a VVL member and be at least 18 years of age or older.
- b. The reservation form can be downloaded from the VVL Garden Club website, <https://vvlgardenclub.org/>, or picked up at the VVL Clubhouse front desk.
- c. Friends of the Garden do not have voting rights, the right to hold office in the Garden Club, or other Garden Club privileges.

2. Requirements for all Friends of the Garden

- a. Any member of VVL may become a Friend of the Garden. A nominal non-refundable yearly fee is required to become a Friend of the Garden. This entitles Friends of the Garden to attend certain events at the garden, participate in the herb gardens, attend educational sessions and work in the communal gardens at the Community Garden. Friends of the Garden may also reserve a bed in the garden for an additional fee. Fees are listed on the registration form. Members of the Garden Club will automatically become a Friend of the Garden.
- b. The Friends of the Garden will be required to attend a community garden orientation and training with the garden managers.
- c. Thereafter, the Friends of the Garden will be required to attend 6 scheduled community garden work parties within a 12 month period.
- d. A liability waiver is required to be signed by all Friends of the Garden.
- e. Friends of the Garden are required to notify any changes in contact information (address, phone, email) to the Garden Club. This ensures timely delivery of renewal forms and other information.

3. Rules for Friends of the Garden who reserve a bed and assignments of beds.

- a. Friends of the Garden are allowed to reserve a bed using the registration form. The registration form is good for one (1) season. A season is defined on the reservation form. Each gardener must re-apply to reserve a bed each season by the date listed on the reservation form. There are no automatic renewals.
- b. Depending on the need for beds, individual and team (2 or more gardeners) beds may be offered. Team beds have priority. If you are not willing to garden with a team you may be put on the waiting list. The beds will be assigned by the Garden Club based on the information stated on the reservation form and Waiver form
- c. Gardeners working together in one bed will be required to work out the details of their bed. Bed management and harvest distribution will be decided by individual teams.
- d. During the 1st year of assigning beds, there will be an offering with a deadline. Assignments during the first year will be on a first-come, first-serve basis unless, at the deadline, there are more members applying to reserve a bed than beds available. If this is the case, a lottery system will be used and a waiting list will be started.
- e. Only one (1) bed may be reserved per membership. However, in the event there are available garden beds and there are no members on the waiting list, existing Gardeners may be offered additional beds.
- f. Gardeners may not transfer their garden bed to another resident.
- g. Garden beds are not to be used for commercial sales purposes.
- h. Upon termination of the agreement, all plants, structures and debris must be removed, leaving the bed clean and neat, ready for the next Gardener.

4. Fees for reserving a bed

- a. Cost to reserve a bed in the garden include:
 - i. garden bed
 - ii. water
 - iii. irrigation tubing and timers
 - iv. organic bedding soil
 - v. Hoops and Shade cloth
 - vi. access to the community garden seed library
 - vii. education and mentoring by master gardeners
 - viii. free access to guest speaker engagements
- b. Payment for the reserved bed is due at the time the reservation agreement is signed. Garden beds are considered reserved only after payment has been received and the Garden Club has received a signed reservation agreement.
- c. Fees to reserve a bed are due on or before date listed on the reservation form of each year, unless otherwise agreed upon by VVL Garden Club.
- d. When a garden bed becomes available due to a gardener releasing their bed back to the Club before the end of contract, the gardener will not receive any refund or credit for releasing the bed back to the club. However, the club may prorate the bed to a new gardener who takes over a bed mid-term. Any prorating will be done on a monthly basis.
- e. A one-time non-refundable fee for each bed will be charged at the time the bed is reserved. Gardeners will not be charged this fee after the first year of the

reservation if Gardeners are able to keep their bed due to availability. The one-time fee is used to ensure the garden bed is set up and in proper condition for new Gardeners.

- f. Checks returned due to insufficient funds may result in an additional charge.
- g. Payments are accepted via PayPal, check, money order, or cash. See the reservation agreement for payment information.
- h. There will be no reimbursement of any monies paid related to dues, fees or cost in reserving and maintaining the beds that have been forfeited voluntarily or forfeited due to non-compliance with the Rules.

5. Waiting list

- a. In the event all garden beds are reserved, Friends of the garden will be placed on a waiting list maintained by the VVL Garden Club. You must be a Friend of the garden to be placed on the waiting list.
- b. When an opening becomes available, VVL members on the waiting list will be contacted by email or telephone. Once notified, the contacted participant will have two (2) weeks to submit the signed Garden Use Agreement and Reservation Form along with full payment. If payment has not been made within the two weeks, the next participant on the waiting list will be contacted.
- c. If a person on the waiting list declines when a bed is available they shall be moved down to the bottom of the list.

6. ADA Beds

- a. ADA beds will be offered to special need members first. If an ADA bed is still available they will be offered to other members. One (1) ADA bed will be reserved for all members of VVL.

7. Gardener Expectations

- a. Each Gardener must keep beds free of weeds at all times the gardener has reserved a bed.
- b. Gardeners are expected to actively garden their beds, as well as keep the surrounding areas clean and free of weeds and dead plant materials at all times. Weeds with seed heads must be removed. Weeds include Bermuda grass, cheese weed, spurge and other varieties that easily spread.
- c. All seeds, manure, fertilizer and equipment are the responsibility of the Gardener.
- d. It is expected that Gardeners visit their beds at least one (1) time every 10 days during the growing season. The quality of the garden as a whole depends on each Gardener's active role in the community garden.
- e. The garden is intended to be a family-friendly area. Please do not bring anything into the garden that would compromise the safety or health of the gardens or Gardeners.
- f. Smoking is prohibited in the garden. Tobacco can carry a plant disease that can impact tomatoes, peppers, and other crops.
- g. Pets or other animals are not allowed in the garden area. Trained service animals are permitted for those with disabilities.
- h. Please closely supervise your children, making sure they do not touch timers, irrigation, or anything in Gardener beds. (Note: There is a sensory garden available for small children.)
- i. Please be respectful of your neighbor's garden and all common areas, and maintain your plants so they do not encroach on neighboring beds or pathways.
- j. Do not take produce from a bed that you have not reserved.

- k. Weeds and cuttings from your garden bed must be taken to the designated section of the community garden for composting. No dumping of debris or rubbish on any other garden bed or areas within the community garden.
- l. Gardeners will have the option to mark their beds with their names. Garden beds will be marked with a bed number which should not be removed.
- m. Unsupervised children (under the age of 14) are not allowed in the garden area.
- n. The behavior of family or friends is the Gardener's responsibility. All garden policies and rules apply to all guests.
- o. The Garden Club will advise gardeners to use the pathways available to enter the garden and not cross other facilities to access the garden e.g. crossing over the basketball court to get to the garden.

8. Neglecting beds

- a. Written notification will be given to the gardener(s) who signed the VVL Community Garden Use Agreement and Reservation Form if their bed is not maintained. Email to the email address provided on form will be considered a form of written notification. A flag will also be placed in the garden bed.
- b. If the situation is not rectified within 7 days, a phone call and a second email will be sent 10 days after the first email.
- c. If the situation is not rectified 7 days after the second notice, a third email and final notice will be written.
- d. If a third email has to be written, the Garden Club will consider the removal of that member from the garden and forfeiture of their bed and all fees paid.

9. Water and Irrigation

- a. VVL Garden Club furnishes lake water for the garden beds. Water costs are included in the yearly associate membership dues. The lake water is safe for the plants but is not intended for drinking.
- b. Each bed will be provided a connection to the irrigation, including a shut-off valve, a battery-operated irrigation timer and a drip irrigation system. VVL Garden Club will provide Gardeners with a recommended irrigation schedule.
- c. Gardeners are not permitted to relocate, alter or tap into the irrigation system without written permission from VVL Garden Club.
- d. When hoses are used, Gardeners shall take care to not allow hoses to damage plants within garden beds. Water must be turned off at the faucet to avoid water leaks and hose damage. Hoses shall be coiled up and stored after each use or returned to designated areas.
- e. Gardeners are not allowed to supplement watering by adding timers to communal hose bibs, as all participants share these points of access.
- f. Gardeners are encouraged to use all methods of water conservation. Gardeners must take steps to ensure that water use is not excessive and does not interfere with adjacent beds or common areas. Please report any leaks or problems with water use to one of the designated Community Garden Managers immediately. In the case that a severe water leak cannot be controlled, contact the VVL Clubhouse at 480-926-9693.
- g. Gardeners must not water other garden beds not assigned to them unless otherwise approved by the other Gardener in need of assistance.
- h. Gardeners shall not turn off another Gardener's water supply or irrigation controller unless there is a potential flooding issue. If a leak of major concern is detected, please attempt to directly contact that Gardener by phone, text, email, or Facebook,

and ALSO notify one of the garden managers via phone or email. Emails can be sent to info@vvlgardenclub.org.

10. Pesticides/Chemicals/Traps:

- a. VVL Garden Club practices sustainable and organic gardening principles.
- b. All chemical pesticides such as herbicides and insecticides are prohibited in the garden. The VVL Garden Club will provide Gardener with a list of supplemental organic methods to manage pests and help your garden thrive.
- c. Gophers or any other animals may not be poisoned. Humane traps can be used.

11. Garden Bed Requirements

- a. Gardeners are responsible for their own seeds and amendments to the soil.
- b. Synthetic fertilizers, herbicides, pesticides or other inorganic products are prohibited in the garden beds. Only OMRI approved amendments (see www.omri.org) should be used. Any wood chips or bedding used in the garden should be natural and free from any treatments or color stains.
- c. Please refrain from attaching structures to, or mounding dirt against, the wooden bed borders. If a gardener would like to add any structures (i.e. trellis, shade structure, pergola etc.) to their bed, this must be approved by the VVL Garden Club before any construction begins. Please email the community garden managers with a sketch of any design and materials information for consideration. Written permission required.
- d. No planting of trees is allowed in the garden beds without VVLGC written permission.

12. Gardening Hours

- a. Gardeners may garden at their own convenience anytime during VVL Park Hours.

13. Garden Tools

- a. The tools in the storage room are for Gardener use. Any tools that are used should be cleaned and returned to where they were found in the storage room.
- b. The storage room should remain locked.
- c. No power or gas operated equipment is allowed unless otherwise approved by the VVL Garden Club.

14. Trash

- a. Trash cans are to be used for SMALL trash items (not plant material.) You must haul out your own large trash/recycling items, and not leave them in the garden. Please do not leave tomato cages or stakes in the common area. (You may leave them in your own bed and post a note that they are available for others to take.)

15. Parking

- a. Parking is available on North Norfolk Way.
- b. Please do not drive a golf cart into the garden area.

16. Disputes

- a. If disputes between Gardeners arise that Gardeners are unable to resolve on their own, the VVL Garden Club Board will resolve the dispute.

17. Liability

- a. The VVL Garden Club and VVL HOA assume no liability for any injury, illness, damage, theft, or loss of property belonging to participants or their guests, before, during, or after their use of the garden. The Liability Waiver is required for anyone gardening in the garden.

18. Entry/Exit Gates

- a. If the garden is set up to be locked, it is important that the garden be locked when no one is present. The last gardener out must lock all the gates leading into the community garden. If required a combination code or key will be provided with your rental agreement. It is extremely important to keep the combination lock number and/or keys confidential and safe.

19. Vandalism/Theft

- a. It is recommended that Gardeners remove valuables and lock vehicles while at the VVL Community Garden.
- b. Garden vandalism and/or theft will not be tolerated by Gardeners. Either incident will be cause for termination of the garden bed agreement. Law enforcement officials may be contacted.
- c. If you are experiencing vandalism or theft, please report it promptly by calling the non-emergency police line at 480-503-6500, and then reporting it to a VVL Garden Club manager or the manager of the Garden.

20. Addendum

Any addendum to this document providing additional information regarding but not limited to types of plants approved for garden, restrictions on plants, watering and compost information, or any other rules of the garden listed in the addendum that may change from time to time are expected to be followed by all gardeners and their guest.

Acknowledgement of Rules and Procedures

Your signature below acknowledges that you have read, understand and will act in accordance with the VVL Garden Club Rules and procedures. The VVL Garden Club reserves the right to update these rules as it deems appropriate to maintain the community garden to uphold the mission of the VVL Community Garden.

Signature

Date


Printed Name

Phone number

Home Address

Email address


VVL PRESIDENT 4/6/21


Amanda M Lindquist 04/02/2021
VVL Garden Club President

VVL COMMUNITY GARDEN FRIEND OF THE GARDEN AND BED RESERVATION FORM

The VVL Community Garden Use Agreement and Reservation form is required by all FRIENDS OF THE GARDEN who would like to participate in the Community Garden and members who wish to reserve a bed.

This reservation is good for one season which is define as August 1st to July 31st of each year. Every Gardener must re-apply to reserve a bed each season by June 1st. Payment for bed must be received on or before July 1st of each year.

This reservation is entered into this _____ day of _____, 20_____, by and between the VVL Garden Club and Friend of the Garden _____ . This reservation is good from _____ until July 31, _____.

Depending on how many gardeners are interested in reserving a bed, individual beds may not be available. Team beds have priority. If you are not willing to garden on a team of gardeners you may be put on the waiting list.

The Club will assign beds according to the responses on this form. **Select all that apply.**

- ___ I consider myself a beginner Gardener
___ I consider myself an intermediate Gardener
___ I consider myself an expert Gardener
___ I am only interested in reserving a bed if I am the only Gardener in a bed (Depending on the amount of Gardeners this option may not be available)
___ I am willing to share a garden bed with one other person (Depending on the amount of gardens this option may not be available)
___ I am willing to share a garden bed with two other people
___ I am willing to share a garden bed with three other people
___ I am a snowbird (or out of town a lot) and would like to be paired with other Gardeners.
___ I am interested in gardening with a snowbird.
___ I have friends listed below that I would like to be paired with.

Name and Phone # _____

Name and Phone # _____

Other Comments: _____

VVL COMMUNITY GARDEN FRIEND OF THE GARDEN AND BED RESERVATION FORM

Friend of the Garden - non-refundable yearly fee \$ 10 per bed

Fees to reserve a bed: Cost to be split between team members

Qty: _____ Bed # _____ Reserve garden bed @ a fee of \$250 per bed

Qty: _____ Bed # _____ ADA garden bed @ a fee of \$150 per bed

One time non-refundable new garden bed set-up admin fee (this will include any fees associated with replacing the irrigation tubing or timer and other expenses setting up the new gardener in the system) This fee will be split between gardeners if there is more than one Gardner per bed. \$ 36 per bed

The total amount of this Reservation Agreement is \$ _____

Payment is due in full at the time the Reservation Agreement is signed. Payments are accepted via PayPal, check, money order, or cash. Checks should be made payable to VVL Garden Club and be dropped off at the VVL Clubhouse or hand delivered to VVL Garden Club Officer. Checks returned due to insufficient funds may result in an additional charge.

The VVL Garden Club reserves the right to terminate this agreement, after due warning described in the Usage Agreement. If a Reservation Agreement is terminated, there will be no refund of fees collected to date.

I, _____, have read, understand and will abide by the VVL Community Garden Individual Garden Use Agreement. I understand that rights to the VVL Community Garden Bed cannot be sold, transferred or assigned to anyone else by the Associate Member.

The Associate Member agrees to hold harmless the VVL Garden Club and the VVL HOA for any and all liability which may be incurred as a result of the Associate Member's use of the premises.

At the termination of this agreement, the site will be returned to the VVL Garden Club in the same condition as it was received.

Signature _____ Date _____

Print Name _____ Phone number _____

Home Address _____ Email address _____

Emergency Contact _____ Emergency Contact Phone number _____

[Handwritten Signature]
VVL HOA PRESIDENT 4/6/21

Carl M. Lindquist, VVL Garden Club President

Amada M. Lindquist 04/02/2021