

Yates Street Community Garden

Membership Agreement 2018

Our objective is to develop an inclusive community garden that is enjoyable and safe for everyone. In order to facilitate our goal, this agreement will help to ensure a spirit of openness and cooperation among members, and govern participant responsibilities, accountability and expectations. Each gardener must agree to abide by the following as a condition of participation.

I am aware of, and agree to abide by the following deadlines:

- 2018 annual user fee of \$40 for gardening with an additional \$5 deposit for a water key to be received no later than AMM (Annual Membership Meeting) date. I understand that if I do not renew by this date, then my plot will be reassigned following the AMM on February 25th, 2018. The deposit for the water key is refundable when you give up your plot and return the key.
- Spring weeding and soil turning deadline: April 15, 2018
- Garden planting deadline: May 21, 2018 – Victoria Day Weekend (unless there are major weather issues that undermine this)
- Fall clean up deadline: November 1, 2018
- Work party commitment completion deadline: October 31, 2018.

I understand that as a member of the Yates Street Community Garden I agree to abide by the following requirements and responsibilities:

1. Be a member in good standing, renewing my agreement on an annual basis and paying fees in a timely manner, no later than the annual AMM date. If this is not possible, contact the YSCG prior to the AMM to make alternate arrangements.
2. Renew my plot annually, prior to the renewal deadline. Late renewals are not accepted. Plots not renewed by the end of the AMM date (signed contract and payment received) will be reassigned to the next person on the wait list immediately after the AMM.
3. Read all communications from YSCG. These will keep you current on work party days, plant pests and diseases, plot/contract renewals, garden maintenance and more. Make sure to add our email address (yatescommunitygarden@gmail.com) to your online address book, so our emails do not end up in your spam folder. You are responsible for reading the content of emails, as this is how the YSCG communicates with you. Keep the YSCG up to date on any changes to your email address or other relevant information.
4. Actively garden my plot. Plots are assigned and cannot be passed on to other people in fairness to others that are on the wait list. If there is more than one gardener working on a garden plot, all gardeners must be registered.
5. Plots must be planted by the Victoria Day long weekend with exceptions made for extreme weather. Plots not utilized by this date will be reassigned with no refund of fees already paid. Plots must be tidied and prepared for winter by November 1st, preferably by mulching, planting a cover crop and/or winter crop gardening.

6. Participate in site orientation prior to planting. You will be given a water key and the lock combination(s) at this time so you can access the site. Site orientation will include: review of permitted plants, site safety and access, composting, watering, how to report issues of concern, how to make suggestions and recommendations, review of options to contribute mandatory time to the garden.
7. Attend meetings and work parties during the growing season. Each gardener must contribute a minimum of 3 hours per growing season, of work party/garden chore participation to the communal garden site. Members with physical limitations who are unable to complete this requirement must contact the YSCG by email considerably prior to the October 31, 2018 deadline to make alternative arrangements.
8. If you cannot tend your plot temporarily, it is your responsibility to have someone else do so in your absence. Failure to do so will result in the YSCG taking steps to reassign your plot.
9. Abide by the hours of the Garden which is accessible from dawn to dusk, 7 days per week.
10. Ensure that both the shed and the entry gate to the garden are locked and the water to both taps is turned off, using your water key, when leaving the garden if you are the last person.
11. Adhere to organic gardening practices. Use only organic plants and seeds whenever possible, and only organic fertilizers and insecticides approved by the City of Victoria. The City of Victoria does not allow the use of pesticides. Herbicides, insecticides, chemical fertilizers, animal poisons and non-organic materials such as treated wood are not permitted.
12. Respect the peace and quiet of the neighbourhood and exercise respectful behaviour towards other garden members. This includes complying with our no smoking, no drugs, no alcohol policy.
13. Respect the property of other members and ensure any communal tools are returned to the shed and are left clean and tidy. Communal tools are not to be removed from the site.
14. Exercise responsible water use (attended watering only), ensure water is turned off at the tap using your water key (this is a requirement of the City of Victoria). Take care not to water adjoining plots (unless asked to do so). When moving the hose around the garden ensure it remains on the ground, so it doesn't drape over plots and damage plants. When finished, return the hose to the tap area, ensure it is left coiled and turn off the water with your key. The City of Victoria requires that each gardener, once finished watering, must use their water key to turn off the water.
15. Plan, plant, maintain, and provide general care and attention to your assigned allotment box (your plot) throughout the season. Maintenance of your plot includes watering, weeding, harvesting, and removing seed heads as needed. Maintain the area around your plot including weeding and debris disposal. If a plot is not maintained, the gardener(s) for the plot will be contacted by email (maximum twice), to establish if the gardener(s) are still interested in participating. If yes, they will be given a firm date to get the plot organized. If no response/no interest in continuing, the plot will be reassigned with no refund of money paid.

16. Dispose of healthy garden cuttings and trimmings in a responsible and timely fashion. Those going into the compost bins are to be cut into small pieces. (clippers are at each bin)
17. Dispose of weeds by taking them home or placing in the garbage, not in the compost bins. (There are two garbage cans on Yates Street, one in front of Moxie's and a closer one just east of the entrance to the garden.)
18. Never put tomato or potato plants into the compost, they can harbour viruses. Likewise diseased plants are not to be composted. Dispose of in the garbage.
19. Report broken or damaged equipment and any other issues as soon as possible.
20. Not add plant pots, planters, trellises etc. prior to gaining approval from the Steering Committee before installing. Just send a quick email indicating what it is you are wanting to add including dimensions.
21. Comply with all City of Victoria by-laws and all senior government laws and regulations.

I _____ , and _____ , (co-signer/ interpreter, if applicable) hereby acknowledge that I have read, understand and agree to comply with the above policies of the Yates Street Community Garden. I also recognize that to be considered a member in good standing I will comply with these policies in addition to payment of annual fees.

I understand that failure to comply with these policies may result in my plot being reassigned during the garden season and/or that my membership may not be renewed at the end of the season. I further agree that infringement of these policies may result in cancellation of my membership without refund.

Signature of Garden Member

Date: _____

Signature of Steering Committee Member or
Garden Coordinator

Date: _____

Yates Street Community Garden

Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT —

Initial(s) _____

In consideration of the RELEASEES agreeing to my use of the Yates Street Community Garden ("YSCG"), permitting my use of YSCG equipment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. DESCRIPTION OF ACTIVITY

Access to and usage of the community garden identified as the Yates Street Community Garden ("YSCG") in Victoria, British Columbia for the purposes of cultivating edible and non-edible plants for personal use and consumption. Including, but not limited to, gardening supplies and equipment located on the premises of the YSCG. Access is provided by the Victoria Downtown Residents Association, the City of Victoria, the Yates Street Community Garden Steering Committee members and working group members, their representative agencies and organizations, funders/donors and volunteers ("The Releasees") in order to promote urban livability and community engagement.

2. ASSUMPTION OF RISKS

I am aware that the YSCG may be open to other members of the public and that other members of YSCG will be engaged in activities that may be unsupervised. As a result, while the RELEASEES will make efforts to ensure the safety of the YSCG, hazards including but not limited to: rough and uneven terrain; changing weather conditions; debris; improper use of equipment; slips and falls; over-exertion; failure to remain within designated areas; negligence of others; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE ABOVE, are all risks of membership in YSCG.

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

3. WAIVER OF LIABILITY

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my membership in the YSCG, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, C. 337 ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME

FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE YSCG IDENTIFIED ABOVE;

4. INDEMNIFICATION FOR GUESTS AND MINORS

Further I also agree, on behalf of myself and my heirs and assigns, to indemnify, save and hold the RELEASEES harmless in relation to any damages, loss, injury or claim suffered by any of my guests/visitors/family members or others who accompany me to the YSCG.

Initial(s) _____

5. ENTIRE AGREEMENT

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the YSCG, other than what is set forth in this Release Agreement.

6. SEVERABILITY

If any part of this agreement is found to be unenforceable or illegal that part may be severed and shall not affect the validity of the remainder of this agreement.

7. GOVERNING LAW

The laws of British Columbia and the laws of Canada applicable in that province, excluding any rule or principle of conflicts of law that may provide otherwise, govern this agreement.

8. SIGNATURE

Name: _____

Signature: _____

Date: _____

