**SITE RULES SUNSHINE COMMUNITY GARDEN**

2/9/14 - Final Revision

Sunshine Community Garden is a program of Community Garden Initiative of Central Texas and is located on the grounds of the Texas School for the Blind and Visually Impaired. We have an obligation to TSBVI, our fellow members, and the community to remain active gardeners as described in these Site Rules.

I. PLOTS

A full plot measures 20’ X 20’, a half plot measures 20’ X 10’, and a quarter plot measures 10’ X 10’. The location of each plot is specified in the plot membership contract and on the site map.

The Board may limit the number of plots or total square footage a member may be assigned. In no event may a member be assigned more than 1 full plot or a total of 400 square feet. Members with previously assigned plots will not be affected by any reduction in the maximum number of plots or square footage a member may be assigned.

The first name to appear on the member’s contract is considered the “Primary Member.” All members on the contract are collectively and severally bound by the contract. Members agree that the first name on the contract is the designated contact for all business correspondence from the garden.

* 1. MEMBERSHIP
	Membership in the garden is defined in the By-Laws, Article 3.
		1. Membership Fees
			1. Membership renewal fees are to be paid by the first day of each season. The spring season is from Feb. 1 to July 31, and the fall season runs from August 1 to January 31.
			2. Fees not paid may result in the termination of membership.
			3. A statement will be sent to the member at least 14 days before the renewal fee is due.
			Full plot: $90.00 per year, $50.00 per half-year season.
			Half plot: $45.00 per year, $27.50 per half-year season.
			Quarter plot: $35.00 per year, $20.00 per half-year season.
		2. Initial Plot Assignment Fees
			1. Plot Clean-up Fee.
			Full plot clean-up fee: $30.00
			Half plot clean-up fee: $20.00
			Quarter plot clean-up fee: $15.00
			2. Tool Co-op Fee: $20.00. This is a non-refundable charge.
		3. If a member voluntarily withdraws from the garden and wishes a return of the clean-up fee, a Withdrawal Form must be completed and submitted to a Board member, and the plot must be cleared and left in good condition for reassignment. These conditions must be met within the term of the member’s contract. Membership fees will not be refunded for the remaining portion of the term.
		4. Returned check fee: $30.00
	2. SERVICE HOURS
		1. Full plots: 8 hours per six month season. Half plots: 4 hours per six month season. Quarter plots: 4 hours per six month season. Unworked service hours are billed at $30 per hour for first two hours, $10 per hour for subsequent hours.
		2. For each plot, regardless of size, one additional hour each season is due in service to the member-ship between Sunshine Community Garden and TSBVI. A $50.00 fee will be assessed for this hour of unworked service.
		3. While the garden seasons run from Feb. 1 to July 31 and Aug. 1 to Jan. 31, service hour periods run from Jan. 1 through June 30 and July 1 through Dec. 31. This is to simplify billing.
		4. It is the responsibility of the member to record service hours in the notebook or Virtual Green Binder on-line prior to the end of the last day of the seasons ending on Dec. 31 and June 30.
		5. Service hours are not transferable from season to season nor among members.
		6. Not all service hours require physical labor. Please contact a member of the Board for more information.
		7. Maintenance of pathways and common areas constitutes service hours.
	3. NEW MEMBERS
		1. New members must complete the following in the first thirty days of membership or their membership will be terminated:
			1. Clear plot of all plant material other than healthy herbs, perennials or vegetables and prepared for future planting.
			2. Complete and record their first (1st) service hour within 30 days of membership.
		2. New members must complete and record their second (2nd) service hour within 60 days of membership and the balance of their required service hours by June 30 or December 31 or their membership will be terminated.
		3. New members may count as service hours the clearing of plots that were not cleared by the previous member to the extent of one-half of the total service hours required.
	4. PLOT COMPLIANCE
		1. Plot compliance includes:
			1. Vegetables and/or fruits harvested regularly.
			2. Plots not overrun with weeds, especially bindweed, Johnson grass, and Bermuda grass.
			3. Plants at the end of their productive life removed.
			4. Two feet beyond the surrounding border of each plot into paths and common area maintained.
		2. Members are expected to garden at all times of the year. Any exceptions must have Board approval. Gardens are not to be left neglected/unattended (unwatered and/or overrun with weeds) for more than two weeks without prior notice and/or arrangements with the Zone Coordinator or Board member.
		3. Plots shall be monitored regularly by the Zone Coordinators for compliance to the Site Rules. An email, phone call, or personal contact shall be made to the member acknowledging the evidence of non-compliance and seeking a plan for compliance.
		4. Procedure when a plot is out of compliance:
	5. Determination
	Two Zone Coordinators will agree on non-compliance and will notify the VIce-President of the Board.
	6. Official Notice
	The Vice-President will notify the Board of Directors. The President will send official notice of non-compliance by email and USPS to the member with a copy to the Zone Coordinator at the mailing address on file with Sunshine Community Garden. A certified letter will also be mailed to the address on file with Sunshine Community Garden. The receipt of mailing will be the conclusive proof of the date of notice.
	7. Grace Period
	A member shall have 21 days from the date of mailing of the Official Non-compliance Notice to bring the plot into compliance. Non-compliance at the end of the 21-day period will result in the termination of membership. The President and the Zone Coordinator shall determine if the plot has been brought into compliance or the membership is terminated.
	8. Termination of Membership
	If the plot is not in compliance at the end of the 21-day Grace Period, the plot will be available for reassignment to another member. Any produce, plants, equipment, tools or other items left on the plot or common area shall be considered abandoned. If the plot is subject to renewal during this process, a renewal statement will not be sent to the member until the compliance issue is resolved. If the plot is returned to compliance, the due date for the renewal fee will be adjusted.
	9. Repeated Non-compliance
	Repeated documented instances of non-compliance as defined by twice in one season or three times in one year will be grounds for termination of membership.
	10. RULES
		1. No trees, large cacti or illegal plants may be planted. \*
		2. Smoking, chewing tobacco, and e-cigarettes are prohibited. Tobacco carries the mosaic virus which is deadly to some plants. \*
		3. No permanent structures should be placed on the plot. Temporary structures should not shade a neighbor’s plot. \*
		4. The entire garden including common areas and plots are to be kept free of litter including boxes, cans, buckets, baskets, and containers of any kind not in actual usage as part of the gardening activity. \*
		5. Only organic soil amendments, nutrients, and post controls are used in the garden. When in doubt about a product or method, check with a Zone Coordinator or Board member.
		6. Hoses in use on the site belong to the members, not the garden. Repairs and replacements are the responsibility of the members using them.
		7. The use of chemically treated wood is not allowed. These products contain toxic substances that may leach into the soil.
		8. Tools and wheelbarrows should be used only for the purpose for which they were intended and should be returned clean to their proper place in the tool shed. Only members are allowed to use power tools. Members should use equipment in a responsible manner and report any mechanical problems.
		9. Unattended watering is not allowed with the exception of soaker hoses. Soaker hoses may be left on unattended for no more than 3 hours during the daylight hours only at low pressure. Irrigation systems must be maintained in good repair. Hand watering should take into account wind and temperatures to ensure as little waste as possible. No water timers or sprinklers are allowed.
		10. Pets must be restrained on leashes at all times. Pet owners must clean up after their pets.
		11. Cars may not be left idling while at the garden.
		12. Each member is responsible for disposal of trash. Do not place any trash in common areas, roadways, or in plots. Only organic, compostable material is to be placed in the composting area. No trash from off the property may be placed in the dumpster. Khaki weed should be placed in the dumpster. All other weeds should be placed on the designated pile in the compost area.
		13. NO ALCOHOL Or ILLEGAL SUBSTANCES MAY BE CONSUMED ON THE ENTIRE SITE. \*
		14. In order to maintain a non-profit status, no member may:
			1. Sell whatever he or she grows at Sunshine Community Garden.
			2. Use the office trailer or building at Sunshine Community Gardens in conjunction with for-profit sale of produce or flowers.
			3. Use any materials or property, other than those agreed to in the member contract, donated to or purchased with funds from Sunshine Community Garden or Garden or Community Garden Initiative of Central Texas in conjunction with for-profit sale of produce or flowers.
		15. This is a community garden. Other members are our neighbors. There should be no harassment, threats, verbal abuse or acts of violence by any person against any other person. Such acts should be reported to the Board. If necessary, proper authorities will be called. Any person committing such acts may have their membership terminated.

II. COMMON AREAS

A common area is any area of the garden not assigned to a member or for use as the Micah 6 garden. This includes the trailer, the tool shed, and the greenhouses. All members are responsible for the maintenance of these areas.

III. ROADS

Do not drive around barriers blocking the roads. Do not drive on the roads when they are wet. Do not drive into another person’s garden. Do not put plants or other items in the road. Do not park in the road.

THE SPEED LIMIT IS 3 MPH, PRIMARILY FOR SAFETY, BUT ALSO TO KEEP THE DUST DOWN. \*

IV. PARKING

Park only in the front parking area or your common area. On weekends there are parking spaces on Sunshine and 49th Streets. If you need to unload a heavy load from your vehicle parked in the road, do so quickly and move the vehicle to a designated parking area.

V. SAFETY AND SECURITY

* 1. Observe the speed limit set out above.
	2. If you garden after dark or predawn, the gate should be locked, and you could be questioned by the police at these times.
	3. The tool shed, gate, and trailer are to remain locked from sundown to sunrise.
	4. Do not leave the combination locks hanging open or with the combination exposed.
	5. All children under 12 must be under adult supervision at all times and are not allowed in the tool shed.
	6. NEITHER THE TEXAS SCHOOL FOR THE BLIND AND VISUALLY IMPAIRED, NOR THE BOARD OF DIRECTORS OF COMMUNITY GARDEN INITIATIVE OF CENTRAL TEXAS ARE RESPONSIBLE FOR ANY INJURY OR PROPERTY DAMAGE INCURRED BY A PERSON OR FOR THE THEFT, LOSS, DAMAGE OR DESTRUCTION OF PERSONAL PROPERTY. \*

VI. AMENDMENTS

As provided by Article 12 of the Bylaws of the Community Garden Initiative of Central Texas, changes to these Site Rules shall be adopted and become effective as set by the Board but subject to ratification by the Membership of the Sunshine Community Garden site at its next meeting.

**\*** Required in our agreement with the Texas School for the Blind and Visually Impaired.