



Community Garden Rules/Gardener License Agreement

1. **DEFINITIONS:**

“Plot” defined as the section(s) of the garden including raised beds and exhibit gardens, designated for planting.

“Gardener” defined as person(s) assigned to a Plot within the designated area. Responsible for the planting and maintenance of the assigned Plot and bound by the terms of this License Agreement.

“Community Garden Coordinator” defined as a person assigned to oversee the garden operations, manage Gardeners, prepare garden plans and maintain regular contact with the City of Vaughan.

2. **TERM:**

Participation in this License Agreement will be seasonal, from May 1 to November 30, upon which this Agreement will end. The Term is subject to opening and closing operations conducted by City Public Works staff. Notice will be given to all Gardeners from the City’s Sustainability Coordinator or the Community Garden Coordinator outlining changes in the Term duration.

3. **RULES:**

COVID-19 has changed how community gardens will operate in 2020. COVID-19 is a public health crisis, and the health and safety of the Gardeners and the community is the City of Vaughan’s top priority. As such, the City of Vaughan has a zero-tolerance policy this year. If anyone puts the health and safety of others at risk by not abiding by the rules outlined below, the Gardener will lose their privilege to participate in the community garden. If you choose not to garden in the 2020 season due to the risk of COVID-19, you are welcome to participate in 2021.

The City of Vaughan is hereby granting permission at its sole discretion for the Gardener to use the designated Plot(s) at Sugarbush Community Garden on a non-exclusive basis and for the sole purpose of allotment gardening, for one season from May 1 and terminating November 30, unless extended on mutual agreement and based on the above Term guidelines. The following City applicable policies and practices must be abided by:

COVID-19 GUIDELINES

- i. I understand if there is a contradiction between the following COVID-19 guidelines and any other section of this Agreement, including the Regular Garden Guidelines, the COVID-19 Guidelines will apply.
- ii. I agree that if I am displaying symptoms of COVID-19 or I have come into contact with someone who has shown symptoms, I will not come to the garden and will notify the Garden Coordinator as soon as possible. In addition, I understand anyone who is exhibiting symptoms of COVID-19 or has been exposed to the virus must stay at home for 14 days.

- iii. I will plan to be at the garden as little as possible and not to loiter in the garden. I understand that community gardens are only permitted to open this year because they are recognized as an essential food service.
- iv. I agree to maintain a physical distance of 2 metres (6 feet or more) from all Gardeners, always. I understand this does not apply for gardening with members of my household who are registered Gardeners.
- v. I understand the community garden is closed to the public and is only open for registered Gardeners. Accordingly, I:
 - a. Understand I cannot bring friends, extended family members, neighbours and other non-registered gardeners into the garden with me.
 - b. Understand children should only be brought to the garden on an as-needed basis. Children cannot be brought to the garden if they are too young to understand physical distancing and hygiene practices in the garden (unless they can be kept in a stroller or are carried in an on-body support).
 - c. Agree to be responsible for any child I bring to the garden. I will make sure they follow the COVID-19 guidelines and I agree to sanitize any tools they touch.
- vi. I understand that workshops, training sessions and events are prohibited to take place at the garden this year.
- vii. I understand that I am encouraged to wear a face mask and gardening gloves while in the garden. In addition, I agree to not share my face mask and gardening gloves with anyone else and will launder my masks and gloves after each use.
- viii. I agree to bring my own tools to use in the garden this year. In addition, I understand that the hose is a shared tool and I agree to disinfect the shared tools before and after using them. I understand that a disinfectant spray or wipes will be available in the locked storage box.
- ix. I agree to disinfect any common areas of the garden that I touch, including the lock and handle of the fence/gate and storage box, other handles, pens, water tap, hose and tools. I understand that a disinfectant spray or wipes will be available in the locked storage box.
- x. I agree to sanitize my hands when I arrive at the garden and before I leave the garden. I understand that hand sanitizer will be made available.
- xi. I agree to sign-in and sign-out every time I go to the garden. Accordingly, I:
 - a. Understand that if a COVID-19 outbreak happens at the garden, the City of Vaughan and the Garden Coordinator need to be able to quickly identify who is most at risk.
 - b. Understand the sign-in and sign-out form will be attached to entry gate into the garden.
- xii. I understand that Gardeners will not be scheduled to attend the garden on a certain day/time. Accordingly, I:
 - a. Understand that this may change as the season unfolds.
 - b. Understand that the community garden will close nightly at 11:00pm and open again at 5:59am and that overnight activities are strictly prohibited.

- xiii. I understand that contravention of the COVID-19 guidelines is cause for immediate exclusion from the garden.

REGULAR GARDEN GUIDELINES:

- i. I agree to abide by all City of Vaughan By-laws and Provincial regulations, including the Pesticide By-law (88-2008), Parks By-law (134-95, as amended), and legislation regarding noxious weeds (*Weed Control Act, 1990*) which regulates the use of fertilizers, insecticides and weed repellents.
- ii. I will respect other Gardeners, and I will not use abusive or profane language. I understand that discrimination or harassment against others is not tolerated in the garden. In addition, I understand that the City of Vaughan signed a Vaughan Inclusion Charter and is committed to taking action to achieve the vision of the Charter in the organization and in the community.
- iii. I understand that there will be a Community Garden Coordinator at each community garden location and that this individual will represent all site Gardeners and will serve as the main contact person with the City of Vaughan. Accordingly, I:
 - a) Agree that the designated Community Garden Coordinator will represent me in relations with the City of Vaughan.
 - b) Understand that I may contact the City of Vaughan's Sustainability Coordinator if I have a conflict with the Community Garden Coordinator that cannot be resolved, or the Community Garden Coordinator is in violation of the Community Garden Policy.
- iv. I will begin preparation and planting by May 31 and provide continued maintenance of my Plot, and plant materials within my Plot, for the duration of this Agreement. Accordingly, I:
 - a) Will be responsible for the maintenance and upkeep of my garden Plot including: watering, weeding, harvesting, removal of fallen or rotten produce on a weekly basis, litter removal and any other garden related maintenance and will help to open and close the garden during the garden season.
 - b) Understand Gardeners may arrange for other Gardeners to water or tend to their Plots when unavailable to do so themselves.
 - c) Will keep my garden Plot weeded on a weekly basis and will work to maintain the areas immediately surrounding my Plot (edges, walkways and paths).
 - d) Will not modify the size or existing configuration of my Plot.
 - e) Understand if my Plot becomes unkempt, I will be given four (4) weeks notice to clean it up. At that time, if no action is taken, the Plot may be reassigned to another Gardener.
 - f) Understand if I must withdraw from maintaining my Plot and participating in the garden for any reason, I will notify the Garden Coordinator as soon as possible.
- v. I understand that each Gardener must apply each year for a Plot. The number of Plots per Gardener is limited to one (1), unless otherwise approved by the Community Garden Coordinator and the City of Vaughan. In addition, I understand that returning Gardeners will be given first right of refusal to a Plot.
- vi. I understand that there will be at least one (1) Plot in the garden that is reserved for shared gardening by schools, community groups or other community members. The harvest from this Plot(s) will be shared among the users and surplus harvest will be donated to a charitable cause and/or community member(s).

- vii. If I have a surplus of vegetables or fruits or other harvest, I will notify the Community Garden Coordinator and will work to donate the surplus harvest to a charitable cause and/or community member(s).
- viii. I will not plant marijuana or any illegal or invasive plants. I will not smoke, vape, drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of marijuana, alcohol or illegal drugs.
- ix. I understand that children under the age of 14 are allowed in the garden; however, they must always be accompanied and supervised by an adult.
- x. I understand that I am responsible for supervising guests that I may bring to the garden including other adults, youth and children and all guests must also abide by the rules outlined in this Agreement
- xi. I understand that pets (i.e., dog, cats, and other pets) are not permitted in the garden, and all pets outside of the garden and surrounding area are to be kept on a leash. In addition, I understand that trained service animals are not considered pets and are allowed in the garden.
- xii. I will not take food or plants from other Gardeners' Plots unless given express permission by the other Gardener. I will not take any tools or personal property from the garden that belong to the garden or other Gardeners.
- xiii. I understand that loud music is prohibited and that I must respect the neighbours of the garden area.
- xiv. I agree not to cause a nuisance, disturbance or to interfere with the quiet enjoyment of other Gardeners.
- xv. I understand that edges, walkways and paths are to be kept clear of obstacles and that any tools and personal property must not be left on the site or out of storage overnight.
- xvi. I understand that the use and storage of hazardous substances at the garden site is prohibited.
- xvii. I understand that campfires, candles, gas and/or open flame lanterns or torches are prohibited in the garden.
- xviii. I will keep trash and litter out of my Plot, as well as from adjacent edges, walkways, paths and fences. I will dispose of trash properly, in appropriate garbage cans and/or receptacles, if available. If appropriate receptacles are not available, I will take my trash out of the garden to dispose of properly.
- xix. I will utilize the designated parking area and not drive motorized vehicles into the garden area.
- xx. I understand that the community garden will close nightly at 11:00pm and open again at 5:59am and that overnight activities are strictly prohibited.

xxi. I understand that the community garden will be closed between December 1 - April 30 and that activities at the garden during this time are strictly prohibited.

4. INDEMNITY:

I _____ (gardener name) shall indemnify and save harmless the City of Vaughan from any and all claims, demands, causes of action loss, costs or damages that the City of Vaughan may suffer, incur or be liable for, resulting from the performance of this Agreement, be it by me or any of my guests.

I understand that contravention of any rules, terms, conditions, bylaws and legislation is cause for exclusion from the garden and loss of the Plot and possible liability on my part.

5. EXCLUSIVE ACTION PROCEDURE:

Should the rules of this Agreement be breached the following procedure will follow:

- 1) You will receive one (1) verbal warning from the Garden Coordinator.
- 2) If no response or correction has been made, you will receive written notice one (1) week later.
- 3) In another three (3) weeks, if no response or correction has been made, you will receive written final notification that you have forfeited your gardening privileges and Plot.
- 4) You will be allowed to reapply for another garden Plot after one (1) year, and only at the discretion of the Garden Coordinator and the City of Vaughan.

I _____ (gardener name) have read and understand this License Agreement and accept these rules, terms, and conditions stated above for the participation in the community garden. I have read and understand the Community Garden Policy (RC-012) and agree to sign the Waiver of Liability (Appendix 3 to Policy RC-012). I understand that the City of Vaughan has the right to create new rules if a situation warrants.

X

Gardener Signature

Gardener Home Address:

Gardener Email or phone number:

Approved: _____ Date: _____
City of Vaughan Sustainability Coordinator
Email: environment@vaughan.ca