



## Carpinteria Garden Park Application



The Carpinteria Garden Park is an abundant and healthy space for community members to grow their own food. One hundred raised beds are available, including a number of 27 inch high beds for easier access for people with limited mobility. The garden is managed by the City of Carpinteria, under the auspices of a Garden Coordinator and a Garden Steering Committee composed of garden members. In addition to the space and resources to create nutritious gardens, the Garden Park will provide continuing education on issues related to organic gardening, healthy eating, natural history, and sustainability to the general public.

If interested, please fill out the Membership Application, and read and sign the Carpinteria Garden Park Use Agreement and City of Carpinteria Volunteer Application Form. **A complete application consists of these three forms, and must be turned in or mailed to Carpinteria City Hall at 5775 Carpinteria Ave. Applications may also be scanned and emailed to the Garden Coordinator at [carpgarden@ci.carpinteria.ca.us](mailto:carpgarden@ci.carpinteria.ca.us).**

### Garden Park Rules and Regulations

#### Plot Rental

Carpinteria residents over the age of 18 may rent a garden plot. All gardeners must agree to, and sign, the Carpinteria Garden Park Use Agreement and the City of Carpinteria Volunteer Application Form.

**Garden plots are issued on a six-month basis.** The bi-annual registration fee of \$60 (\$10/month or \$120/year) gives access to a raised bed, water, watering supplies, and a green waste compost system. Gardeners must pay the fee of \$60 by cash or check to the City of Carpinteria before they may begin gardening. Quarterly payment plans are available. In addition, there is a mandatory 4 hours of volunteer time per three-month quarter requirement for each plot, coordinated with the Garden Coordinator. For gardeners beneath a certain income level, there may be an option to increase volunteer hours to offset some of the initial cost of a garden plot—please ask the Garden Coordinator for more details.

**Each Carpinteria-based household is eligible for only one garden plot.** We hope to provide for as many households as possible. Thus, members of a shared household must share a garden plot.

**Depending on the level of interest in the garden, a user selection process may be necessary.** That process will evaluate an applicant's proximity to the garden and the applicant's access to garden space at home. Applicants can be assigned up to three points: one point for their application, one point for being within walking or biking distance of the garden (half mile radius), and one point for having no other access to garden space. Once applicants are assigned points, plot allotment will be as follows:

All applicants will have a number randomly assigned by lottery. Applicants with three points will be given priority. After these plots have been assigned, as space allows, all applicants with two points will receive an allotment. The remaining plots will be allocated to applicants with one point. The randomly assigned number will be the determining factor if there are more eligible gardeners than plots available. (i.e., if there are 101 "three-point" gardeners, the randomly drawn numerical order will determine which 100 gardeners get a plot.)

**If there are less than 100 initial applicants, extra plots will be available.** If the demand for additional plots is greater than the number of plots available, then the same user selection process outlined above will apply. Additional plots may or may not be adjacent to the gardener's first assignment. Additional plots will be available at a discounted rate: there will be no extra volunteer hours required, but the same bi-annual fee of \$60 will apply.

These secondary plots are provisional. Once the Garden goes through another application cycle, gardeners with more than one bed will be asked to relinquish any additional beds to new gardeners without a plot assignment. The gardener will be able to choose which of their beds to keep.

**Plots will be assigned to gardeners by the Garden Coordinator.** Applicants who indicate on their application a need for the higher, more accessible beds will be given priority for those beds.

**The primary listed garden member is responsible for ensuring that all volunteer responsibilities and fee obligations are fulfilled.** Other gardeners listed on the application may fulfill no more than half of the hourly commitment per quarter. Additional gardeners must have a signed volunteer form on file with the City. Volunteer hours could range from opening the garden to visitors for special events, maintaining public spaces in the garden, maintaining the compost pile, community outreach and education, fundraising, running social media, removing invasive weeds from the City's native plantings in other public areas, etc. There will be volunteer work days, as well as

a list on the community bulletin board of individual tasks. Hours must be reported to the Garden Coordinator. In certain situations approved by the Coordinator the volunteer hours may be waived.

**If a plot is rented by an organization, the organization is responsible for ensuring that all members who enter the garden understand the rules and have a signed volunteer form on file with the City.**

**Plots may not be rented out for commercial use.** Beds are only available for private, not-for-profit, use.

**Gardeners in good standing may renew their plot.** Please communicate your intention in writing to keep or let go of your plot at least two weeks before the 6-month term is over. Transferring to a different plot also requires written communication with the Garden Coordinator. When you vacate a plot, it is your responsibility to ensure that the bed is clear of organic debris and waste.

**If there are no vacant garden plots, prospective gardeners may add their name to a waiting list.** The waiting list will be deemed full when fifty names are listed.

### **Plot Use and Maintenance**

**All garden beds must be planted and maintained year-round.** The gardener or an assistant should expect to be present at least once a week. Plots that are not maintained are subject to be returned to the wait list after a written notice. Please let the Garden Coordinator know if you need to be absent for an extended period of time, and appropriate accommodations will be made.

Gardeners may grow annual or perennial vegetables, herbs, and flowers in the boundaries of their plot. Your neighbors' access to sunlight is important—do not plant tall crops or create trellises that will cause excessive shading. Garden beds must be fully planted, and pathways surrounding the beds must be free of weeds, overhanging plants, hoses (except when watering), and debris at all times. Row covers may be used on a temporary basis.

**Gardeners must practice water conservation.** Hoses, quick-connect bibs, and water is provided by the city. Watering is only allowed with gardener present (i.e. no automatic or timed watering). You are welcome to make arrangements for someone else to water your bed during an extended absence. Organic amendments and heavy mulching are encouraged to reduce the need for water. In the event of a line break, contact the City's Public Works Department at 684-5405 ext. 443 immediately.

**Beds must be maintained according to organic standards.** Organic gardening relies on techniques such as crop rotation, compost, and biological pest control. The use of synthetic fertilizers, herbicides, insecticides, and fungicides is not allowed. Only products that are labeled as OMRI approved, or USDA Organic approved, are acceptable. For more information and a list of approved products, visit the Organic Materials Review Institute at [www.omri.org](http://www.omri.org) or the U.S. Department of Agriculture (USDA) National Organic Program web site. In addition, feel free to ask the Garden Coordinator any questions.

**Composting green waste is encouraged in shared, on-site compost bins.** Compost is available to the garden community as a whole, and should be used responsibly. Please be mindful not to introduce weed seed into the compost—it will not get hot enough to kill the seeds, and they could be transferred to another plot. Weeds that have gone to seed should be bagged and disposed of in the trash cans available on site.

**Gardeners have access to a garden shed with shared tools—please do not store tools anywhere in the garden except for the shed.** Since tools are a community resource, please take care to properly use and maintain them. If you have any questions or issues, please contact the Garden Coordinator.

### **Common Areas**

**The garden is open from sunrise to sunset.** There are locks on the gates and tool shed. The access code will be changed occasionally for security reasons, and that change will be communicated to gardeners in good standing. The first gardener in will unlock the gate, and the last to leave will lock the gate. If a gardener is not comfortable with allowing community members into the garden, lock the gate behind you.

**Do not harvest from anyone else's garden plot.** However, shared spaces in the garden, such as the garden's margins and the landscape surrounding the arbors and office, are planted with fruit trees and edible plants and herbs. These are available as a shared resource to garden members upon approval of the Garden Coordinator.

**The bathroom and shaded pergolas are available to all members.** Please respect shared space and keep these areas tidy. Please notify the Garden Coordinator of any maintenance issues.

**The community bulletin board is a place to post relevant upcoming classes and events, as well as requests or trades within the garden community** (i.e. exchanges

of surplus produce, extra plants available, etc.). Please respect this limited space, and keep all postings relevant.

**No personal property is to be left in the garden.** The City is not responsible for any lost or stolen items.

**Children and guests are welcome in the garden.** Children must be supervised at all times.

**No pets are allowed in the cultivated garden areas, including near the raised beds, fruit trees, or other plantings.** Dogs on a leash may be left tied up in a designated corner of the garden if they are not barking excessively. Service animals may be exempt. Please appropriately dispose of your pet's waste.

**The City of Carpinteria's municipal ordinances for public parks apply.** Smoking, glass, fires, alcohol, and littering are prohibited.

### **Non-Compliance**

Please keep the comfort and safety of your fellow garden members in mind at all times.

**Failure to maintain plots, or other violations, will result in a warning.** Any rule violations must be corrected within two (2) weeks. If the situation is not corrected, a second warning is issued. If the violation persists after two (2) weeks from the second warning, the gardener shall be dismissed from the garden, unless there are extraordinary circumstances. Any three (3) warnings within a given nine-month period are also grounds for dismissal.

**Immediate termination from the garden will result for the following violations:** false or misleading information on application, theft, violent behavior, drinking or drug use, harassment of any kind, or any other behavior deemed hazardous to the health and safety of members.

### **Leaving the Garden**

**Please give written notice to the Garden Coordinator at least two (2) weeks in advance of the end of a 6-month term.** Ensure that all organic matter and debris are removed from the plot before you leave, so that it is in an immediately rentable state for the next gardener. No refunds of garden fees are available.

### **Questions?**

Contact the garden coordinator:

Wendy Robins  
carpgarden@ci.carpinteria.ca.us  
805.881.1298

## Membership Application

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

List family members of your household (name and relationship) who will be gardening with you. If an organization, state the primary members:

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- I require a 27 inch raised bed, if available. Provide any additional comments on your needs in the garden, as they may relate to the Americans with Disabilities Act of 1990:

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- I do not otherwise have access to space to garden.
- If email address is provided above, I agree to receive any notices regarding this agreement by electronic communication.
- I understand that I have a community work responsibility in addition to the responsibility of maintaining my own garden. I understand that volunteer hours are a four hour commitment per quarter, only half of which can be fulfilled by an associate.
- I understand that anyone working in my plot or accruing volunteer hours must have a signed City of Carpinteria Volunteer Application Form on file.

## Carpinteria Garden Park Use Agreement

This agreement is made and entered into on \_\_\_\_\_,

between \_\_\_\_\_ hereinafter referred to as “Gardener,” and the City of Carpinteria Parks and Recreation Department, hereinafter referred to as “City.” Subject to the terms and conditions below, City allows the use to Gardener, for organic gardening purposes only, a garden plot at 4855 Fifth Street, Carpinteria, CA 93013. The term of this Use Agreement shall continue for a period of 6 months thereafter, with the option to renew for gardeners in good standing. Should gardener not pay their annual fees, not abide by the Rules and Regulations, or abandon plot, plot will be deemed vacant and made available to others. Upon signing this agreement, Gardener shall pay to City a use fee in the sum of \$60 every six-month period. The City has the right to terminate use without cause. All terms of the Use Agreement are subject to change. Fees may increase with City approval.

I have read, understand, and accept the above terms and conditions.

Gardeners’ Signature: \_\_\_\_\_

Gardeners’ Name (printed): \_\_\_\_\_

Date: \_\_\_\_\_



## CITY OF CARPINTERIA

### Consent and Liability, Indemnity and Participation Agreement

**Activity:** Community Garden Volunteer  
**Location:** Community Garden, 5<sup>th</sup> Street

In consideration of my own and/or the below named individual(s) participation in the programs listed above, I voluntarily release the City of Carpinteria (hereby referred to as "City"), their officers, agents, employees and volunteers from any and all liability for injuries and death, or property damage resulting from or in any way connected with my and/or the individual(s) named below participation in the program. Additionally, as myself and/or as parent and/or guardian of the individual(s) named below, I do forever release and hold harmless and indemnify the City, their officers, agents, employees and volunteers from any and all claims or causes of action for any damages which myself and/or the below named individual(s) named has or may hereafter have, resulting from or in any way connected with my and/or the below named individual(s) participating in this program, either before or after the individual named below reaches their age of majority. I understand that this waiver and release is applicable even though the negligent activities of the City, their officers, agents, employees or volunteers may have caused or contributed to the injury or death or property damage. It is further understood that this Agreement is binding on my heirs and assigns, as well as those of the individual(s) named below.

I agree that pictures taken during program hours may be used for all future promotional purposes and hereby grant permission to the City to use my own or the below named individuals picture in City publications. I further agree on behalf of myself and the below named individual to release and discharge the City, its officers, agents, employees and volunteers from any and all claims or causes of action arising out of the photograph, name, image or likeness. In the absence of a signature below, payment of fees and/or participation in the program shall constitute acceptance of the conditions set forth in the release. I agree to return upon request equipment issued to the above participants in as good condition as when received except for normal wear and tear.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

Participant Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Legal Guardian (print): \_\_\_\_\_  
(If participant is less than 18 years)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Circle one:    Self        Parent        Legal Guardian