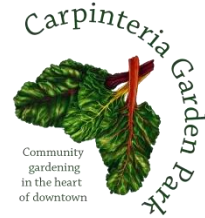




Carpinteria Garden Park Application



The Carpinteria Garden Park is an abundant and healthy space for community members to grow their own food. 100 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 who will be onsite, during the morning hours on Tuesday, Thursday and Saturday, each week. As well as 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 they must be turned in or mailed to Carpinteria City Hall at 5775 Carpinteria Ave. along with the first quarter payment fee of \$30.**

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 quarterly basis. The monthly fee per garden bed is \$30.00 per quarter beginning **April 1, 2024.**

This fee gives access to a raised bed, water, watering supplies, a green waste compost system, as well as a vermicompost bin. In addition, each plot requires to sign up and complete volunteer tasks to maintain the Garden Park grounds. All volunteer tasks will be 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.

If there are no vacant garden plots available, prospective gardeners may add their name to a waiting list. You may complete an application now and it will be held until a plot becomes available. There is a first available list and a tall plot only list.

Plots will be assigned to gardeners by the Garden Coordinator. Applicants who indicate in 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. 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 workdays, as well as a list on the community bulletin board of individual tasks. Hours must be reported to the Garden Coordinator. In certain situations that are 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.

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 quarter 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.

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, 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, 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 are provided by the city. Watering is only allowed while the gardener is 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 Tiffany Smith at (805) 477-8401 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 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 or thorny material 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 disposed of in the green waste trashcan 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 gardener to leave will lock the gate.

Do not harvest from anyone else's garden plot. However, shared spaces in the garden, such as the landscape surrounding the arbors and office and along the entry fence line are available for harvest.

The bathroom and shaded pergolas are available to all members. Please respect shared spaces 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. 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 accompanied by an adult and 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 dispose of your pet's waste in the landfill trash bin.

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 the 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 in advance. All organic matter and debris shall be 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.

Please feel free to contact the Carpinteria Garden Coordinator:

Wendi Dunn

CarpGarden@carpinteriaca.gov

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:

- 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:

- I do not otherwise have access to anywhere 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 tasks commitment per quarter are required, only half of the assigned tasks can be fulfilled by an associate.
- I understand that anyone working on my plot or accruing volunteer hours must have a signed City of Carpinteria Volunteer Application Form on file.

This agreement is made and entered into on _____

between _____ hereinafter referred to as "Gardener," and the City of Carpinteria Parks, Recreation and Community Services 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 3 months thereafter, with the option to renew for gardeners in good standing. Should Gardener not pay their quarterly fees, not abide by the Rules and Regulations, or abandon plot, the 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 \$30.00 per quarter beginning **April 1, 2024**.

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 Volunteer Program Application

Name: _____
First Middle Initial Last Preferred First Name

Address: _____

City: _____ State: _____ ZIP: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Are you over the age of 18? Yes No

Emergency Contact Name: _____ Relationship: _____

Home Phone: _____ Cell Phone: _____

Have you ever been convicted of a violation or attempted violation of Section 243.4 of the Penal Code, a sex offense against a minor, or of any felony, which requires registration pursuant to Section 290 of the Penal Code? Yes No

How did you hear about the volunteer program?

Do you have any limitations related to health or physical ability? If so, please explain: _____

Volunteer Program Acknowledgement of Workers' Compensation

I hereby acknowledge that as a volunteer for the City of Carpinteria (City) in the capacity of **Library Volunteer**, I am not an employee of the City, but that I am covered under the Agency's workers' compensation plan since the City has adopted a resolution extending workers' compensation coverage to certain volunteers in specified categories pursuant to Labor Code Section 3363.5.

As a volunteer who is covered under the Agency's workers' compensation plan, I expressly agree and acknowledge that workers' compensation is my exclusive remedy for any injury suffered while performing said volunteer duties, and that I cannot and will not seek to bring any other claim or actions of any type whatsoever against the Agency, its employees, officers, agencies, other volunteers and officials.

Volunteer Service Statement

In performing the service specified in my volunteer job description, I acknowledge:

- I have acquainted myself with what is required to perform my tasks, and represent that I have the skill and ability to perform them and know of no reason, medical or otherwise, which would prevent me from performing the tasks required;
- I will adhere to the safety training provided by the supervisor and assume full responsibility for my own safety;
- I will perform my volunteer service in compliance with the standards and specifications established for my position.

CITY OF CARPINTERIA VOLUNTEER PROGRAM

Consent and Liability, Indemnity and Participation Agreement

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.

Date: _____

Signature: _____

Print Name: _____