

Niles Community Gardens Rules

This document sets out the rules that govern the Niles Community Gardens (the “Gardens”). These Rules are intended to help all our Participants grow fresh, healthy food in a thriving gardens, to help create a sense of community among our Participants, and to help the Gardens to be a good neighbor.

Niles Community Gardens (the “NCG”) is a nonprofit organization that has an agreement to use the land for the Gardens, NCG the Gardens, and administers these Rules. Every person who has a plot in the Gardens (called “Participant”) must sign a legal agreement with NCG in which the Participant agrees to comply with these Rules.

A. ACCESS TO THE GARDENS

Season: The Gardens are open and accessible all year.
Hours: Participants may be in the Gardens between dawns to dusk, with other times as mutually agreed upon.
Security: NCG will give each Participant combination or key to the garden’s shed. Participants may not make any copies of the key. On leaving the Gardens, Participants are responsible for locking the shed if there are no other individuals in the Gardens. Keys must be returned to the location coordinator upon vacating the plot. The combination must not be shared with non- participants. Participants will follow any additional security guidelines that may be announced by NCG.

B. GARDENS PLOTS

Use of Own Plot: Participants may use only the plots assigned to them by the NCG. Participants are assigned to one, and only one, gardening location – currently Ballard, Holy Trinity, Northside or Westside gardens. Participants will maintain their plants within their plots and will trim any plants that extend into neighboring plots or into common areas. Participants may not alter the dimensions of their plot. Individual plot size is 10’ X 20’. Depending on the number of participants and area of communal gardens space utilized one additional plot may be available for the cost of an additional annual participation fee. A lottery may be used if interested participants exceed available space for a second individual plot.
Communal gardening: Each individual garden will determine the amount of area and plants to be used for communal gardening.
Plantings: Participants may plant vegetables, fruits, and flowers. Participants may not grow any plants that will shade the adjacent plots and communal area. Invasive plants that take over an area may not be planted. Check with the coordinator and board for plants that will cause this problem. These most often include vining and rambling plants. Participants may not maintain plantings or plant-supporting structures that impede the security of the gardens or impede adjacent Participants’ access to sunlight by the nature of their height, material or density.
Supplies: Participants are solely responsible for the planning and management of their own plots, including providing their own seeds, plants, fertilizer, and any tools not provided by NCG or Participants collectively.
Organic Methods: Participants will garden using natural gardening methods. Participants will check with the NCG before applying any fertilizers, pesticides, herbicides, or rodenticides, even if labeled “organic.” The use of compost, organic mulch, and weeding is always acceptable.
Water: Each Participant is responsible for watering his or her own plot using the hose provided by NCG or Participants collectively. Participants will not overwater their plants or leave a hose unattended. The cost of water is included in the cost of plot rental, so any excessive water usage may cause the cost of plot rental to increase the following year.
Tools: Participants may bring their own tools into the Gardens to use in their plots. Participants are responsible for any damage caused by tools they bring into the Gardens and so should use them with care. Some tools will be provided by NCG.
Plot Maintenance and Trash: Participants will maintain their plots and adjacent paths in a clean and neat fashion, promptly removing any weeds, overgrowth, or other waste from their plot. Participants will promptly harvest edible plants. Participants are responsible for hauling and disposing of their own trash, such as weeds, boxes, trays, bags, packets, and similar items. Summer gardening begins in early spring. Plots should be weeded and planted by middle of May. Winter gardening begins in early fall. Your plot should be replanted with a winter or cover crop, amended with compost or covered by mulch by the middle of November.
Yearly Clean-up: Participants will perform a yearly clean-up on their plots on dates to be determined by the individual garden and NCG.
Compost: Participants will place any organic waste such as weeds, dead plants, or rotten produce, in the compost pile designated by NCG. The NCG may also wish to have weeds composted separately and exclude un-chopped thick stems and diseased plant materials from compost piles.
Absence: Participants may not abandon their plots. Abandonment means failing to maintain a plot for 2 weeks. If a Participant expects to be away from the Gardens for more than 2 weeks, he or she must inform gardens coordinator who will inform NCG. The Participant and the NCG will then determine an alternative, such as a temporary substitute, acceptable to both. Participants who are away for more than [3 months] will lose their plots.
No Personal Property: Participants may not keep any personal property on their plots or in the Gardens when they are not in the Gardens. If Participants leave personal property on their plots after the termination of their participation in the Gardens, NCG can keep and sell the abandoned property.

C. COMMON AREAS AND RESPONSIBILITIES

Common Tools: NCG or Participants collectively will provide a set of tools in a storage shed in the Gardens for use by all Participants (the “Common Tools.”) Participants will return the Common Tools to the storage shed as soon as they are finished using them. If a Common Tool appears dangerous or in disrepair, Participant will not use the Common Tool and inform NCG immediately.
Common Responsibilities: Participants will keep clean and neat any common areas, such as pathways and storage shed. Participants will promptly report any concerns about the safety of the Gardens to the NCG. If there is vandalism, storm damage, or other damage to the Gardens, all Participants are expected to help in cleaning up and restoring the Gardens to its prior condition, but the NCG will bear the cost of the repairs.
Gardens Work Days: All Participants must participate in garden work periods, where they participate in cleaning and maintaining the Gardens. These periods will be determined by the individual garden’s participants

D. COMMUNICATION

Gardens Management: The NCG board of directors has complete authority to interpret the Rules and make decisions. The board will consist of two coordinators per gardens and four officers. Each garden and each officer will have one vote each. Officers will not be gardens coordinators.
Communication: The NCG will designate two participants as “Gardens Coordinators” to be the official point of contact for the NCG and Participants. The NCG will provide a mail box and note book in the gardens. This note book should be used to record the hours and work done by participants and list variety and weight of produce donated to local charities. Participants without email can be paired up with someone who has email and will call them with information about the gardens.
Contact Information: The Coordinators will maintain a list of contact numbers. Participants must tell the Coordinators of any change in their contact e-mail addresses or phone numbers.
Participant Input: Participants are encouraged to provide suggestions about Gardens operations to the Coordinators. Participants should contact the Coordinators directly at the number provided by the Coordinator, not the NCG’s office, with any questions relating to day-to-day operational

matters.

Participant Orientation:	New Participants must attend a NCG led orientation to become familiar with how the Gardens functions and their responsibilities as a Participant.
Annual Meeting:	Once a year, the NCG will invite all Participants to an annual meeting to notify Participants of any changes made in how the Gardens operates, these Rules, in assignments of plots, to discuss any issues or concerns, and to elect a new leadership team. Officer terms are for two years. Gardens coordinators are a one year term.
Confidentiality:	NCG will give written notice of the annual meeting, sent by email or first-class mail, no fewer than 14 days in advance. NCG and other Participants will not use any personally identifiable information, including Participant's name, email address, telephone number, or street address, for purposes other than the operation of the Gardens.

E. CONDUCT

General Conduct:	Participants are expected to be civil, honest, and cooperative in dealing with the Landowner, NCG, Gardens neighbors, other Participants, and guests of other Participants.
Guests:	Participants may bring guests, including children, into the Gardens, provided that the guests comply with the Rules. Participants will supervise any child under the age of sixteen. Participants will be responsible for the conduct of children and their guests including making sure they do not damage or interfere with activities on other plots or otherwise engage in inappropriate conduct. Guest violations of these Rules are treated as violations by the Participant.
Pets:	Participants may not bring any pets or animals into the Gardens, including for burial.
Respect Others' Property:	Participants may not enter other plots, use another Participant's tools or supplies, or harvest another Participant's produce, without the explicit permission of the other Participant.
No Illegal Plants:	Participants may not enter property next to the Gardens without the owner's permission. Participants may not grow any plants considered illegal under state or federal law. For example, Participants may not grow Cannabis sativa (marijuana), whether or not the use of marijuana may be lawful for medical purposes under state law.
Compliance:	Participants must comply with all applicable local, state, and federal laws.
No Firearms:	Participants may not carry, use, or store firearms in the Gardens.
No Smoking:	Participants may not smoke in the Gardens.
No Alcohol/Drug Use:	Participants may not consume or use alcohol or illegal drugs while on the Gardens premises. Participants may not bring alcohol or illegal drugs onto the Gardens premises. Participants may not come into the Gardens while under the influence of alcohol or illegal drugs.
No Fires or Cooking:	Participants may not start or maintain a campfire, burn fire. A barbecue grill may be used for gardens wide community events under supervision of authorized gardeners and the consent of the property landlord.
No Loud Music:	Participants may not play music or the radio loud enough to be a nuisance to other Participants or to the Garden's neighbors.
Sales:	Sale of vegetables by approval of the board in accordance with all local and state laws.

F. PROBLEMS

Dispute Resolution:	Participants will talk with the Coordinators regarding any disputes about the Gardens or with fellow Participants. The Coordinators NCG board will have the power to hear these disputes and will resolve them in the best interest of the Gardens. Decisions of the Leadership team (Board) are final.
Rules Violations:	Participants may lose their rights to participate in the Gardens if they fail to comply with any of these Rules. If a Participant: <ul style="list-style-type: none">• endangers other Participants, NCG, neighbors, or other individuals;• takes or uses another Participant's tools, supplies, or produce without permission;• encroaches on Gardens neighbors' property;• grows illegal plants;• carries, uses or stores firearms in the Gardens;• uses alcohol or illegal drugs in the Gardens; The NCG may, at its discretion, terminate immediately the Participant's right to participate in the Gardens. If that occurs, the Participant must leave the Gardens by the end of Gardens hours on the termination day and may not reenter without NCG's permission. If a Participant violates any other of these Rules, NCG will inform Participant of the violation by sending an email or a phone call to the Participant. Participant will have one week to correct the violation. If the violation is not corrected within one week, as determined by the NCG in its discretion, the NCG may, at its discretion, terminate the Participant's Agreement. After termination, Participant will have two weeks to harvest and clean up the plot. Upon termination for any reason, a Participant will promptly return to the NCG the key to the Gardens and any other NCG property. Terminated Participants are not entitled to any refunds or other payments from the NCG.
No Limit on NCG Rights:	The process described in this Section G does not (a) limit the NCG's ability to enforce its rights under these Rules; (b) limit or qualify a Participant's obligation to comply with applicable law or the Rules; or (c) limit the NCG's right to notify and/or involve government authorities as it may determine.
No Refund or Other Claims:	Participants under no circumstances will be entitled, directly or indirectly, to any refunds, any direct, incidental, consequential, punitive, or other damages, any other forms of compensation from the NCG or the owner of the Garden's land, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of termination from participation in the Gardens.

G. OTHER PROVISIONS

Changes in the Rules:	NCG may amend these Rules in its discretion without advance notice. NCG will provide all Participants with a copy of the current Rules, will post a copy of the current Rules at the Gardens, and will summarize any changes in the next annual meeting. The Participants, through the gardens coordinators and leadership team, may propose Rules for the NCG's consideration.
Master Agreement:	The Participant's Agreements with individual Participants are subject to the master agreement between the landlord who owns the Garden's land and NCG. As a result, if the landlord terminates the agreement, the Gardens will close, and the Participant's Agreement will terminate. At that time the Participants will no longer have access to the Gardens.
Waiver:	Any waiver by the NCG of these Rules must be in writing and signed by the NCG. Failure, neglect, or delay by the NCG at any time to enforce the provision of these Rules will not be considered a waiver of the NCG's rights under these Rules. Waiver of any breach or provision of these Rules or failure to enforce any breach or provision of these Rules will not be considered a waiver of any later breach or the right to enforce any provision of these Rules.
No Discrimination:	NCG will not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition, ancestry, marital status, citizenship, sexual orientation, gender identity, or status as a veteran.