

## **Festival Beach Community Garden Contract, January-December 2023**

I, \_\_\_\_\_ agree to follow the guidelines listed below, and I accept the following responsibilities. I understand that fulfilling these responsibilities is required in order for me to be a participating gardener or member volunteer at Festival Beach Community Garden.

I agree to accept shared responsibility for maintenance of the common areas, furnishings, equipment, compost bins, and tool sheds. I agree to follow the Garden By-laws and Rules for Garden Maintenance. I understand that this is an organic garden, and I agree not to use chemical herbicides, pesticides, fungicides, or synthetic fertilizers anywhere on the site. I understand that there are no trash cans or trash pick-up and that I must remove all of my trash from the site.

If I am assigned a garden plot, I understand that only one plot may be rented to a household. I accept full responsibility for maintenance of my plot, and as a plot renter, I agree to the following:

### ***Responsibilities of Plot Renters:***

Garden membership requires gardeners to contribute two hours of labor per plot per month for the maintenance of common areas, or to pay a \$20 fee per plot per month in lieu of that labor, for up to five months per year. I agree either to work the required hours each month, or, without having to be asked, to pay the required fee within 30 days. I will document the work hours for my plot each month in the Work Hours Notebook (located in the green tool shed). I understand that if I fail to contribute the required work hours for seven or more months during the year, my plot will be subject to forfeiture unless I request and receive a waiver from the Steering Council based on extenuating circumstances.

Garden membership also requires active participation on a garden stewardship team by each primary gardener and gardening partner. The stewardship team participation requirement is in addition to the two hours of labor per plot per month for common area maintenance, although hours of physical labor doing on-site stewardship team work may count toward the two-hour monthly labor requirement.

As a participating plot-renting member of the garden in 2023, I will pay plot rental of \$80.00 for the 2023 calendar year, and then such annual rental amount as set by the Steering Council for each subsequent year as long as I remain a gardener. I understand that plot rental payment is not refundable if I leave the garden before year-end, and that my membership and plot rental are non-transferable. I understand that contract renewal and rental payment for 2023, as well as payment of any 2022 work hour fees due, must be all completed no later than January 31, 2023 or my plot will be subject to forfeiture.

I will notify garden leadership at [festivalbeachtreasurer@gmail.com](mailto:festivalbeachtreasurer@gmail.com) if I cannot care for my plot. During periods of absence from my garden, I will make arrangements to have my plot watered and maintained. I understand that I will be notified if my plot appears neglected or abandoned, and if the situation is not corrected, my plot may be forfeited.

I will remain on the premises while I am watering.

I will notify [festivalbeachtreasurer@gmail.com](mailto:festivalbeachtreasurer@gmail.com) upon voluntary termination of my contract and clear my plot of all dead plants, weeds, trash, tools, sticks, and/or cages.

***Responsibilities of All Garden Members, both member volunteers and those who rent plots:***

I agree to not use chemical herbicides, pesticides, fungicides, or synthetic fertilizers anywhere on the site. I understand that there are no trash cans or trash pick-up and that I must remove all of my trash from the site.

I agree to not plant the following in my plot: lantana, trees, rose bushes, invasive vines (grape, passionfruit, trumpet, jasmine), bougainvillea, rosemary, lavender, asparagus, lemongrass, morning glory.

I agree to assume full responsibility for, and I release the joint membership of Festival Beach Community Garden, Austin Parks Foundation and the City of Austin Parks and Recreation Department from any liability for, any past or future injuries, losses, or property damage that may occur to me arising out of my participation in Festival Beach Community Garden. By signing this contract, I assume full responsibility for conducting myself in a civil manner and agree to not engage in unacceptable conduct, including but not limited to taking produce from another member's plot, vandalism, consumption of alcoholic beverages, possession and/or use of illegal drugs, verbal and/or physical harassment and/or abuse, defamation, and littering while on site.

I understand that my email and phone number will be shared with garden leaders (e.g., the Steering Council, the Team Leads, volunteer leaders) in order to make sure the garden functions properly (e.g., communicate information, coordinate tasks, etc).

EACH GARDENER / MEMBER VOLUNTEER / GARDEN PARTNER MUST INITIAL ONE OF THE FOLLOWING OPTIONS:

OPTION 1: By initialing in front of the desired choice, I agree that my \_\_\_\_\_ EMAIL; \_\_\_\_\_ PHONE; \_\_\_\_\_ BOTH EMAIL & PHONE may be shared with other gardeners and member-volunteers (i.e. non-leadership) for garden-related purposes only.

OR OPTION 2: By initialing here \_\_\_\_\_ I request that when possible my email and phone number not be shared with other gardeners and member-volunteers (i.e. non-leadership) without my permission.

I understand and agree that the joint membership of Festival Beach Community Garden and persons and organizations involved with Festival Beach Community Garden shall not discriminate on the basis of race, creed, color, national or ethnic origin, religion, marital status, age, sex, sexual orientation, or disability, in the administration of its programs.

In the event that a dispute arises between any gardeners, garden leaders, or member volunteers, and a resolution of the dispute cannot be reached by the parties involved, I agree to have the Steering Council of Festival Beach Community Garden act as the arbiter of the dispute, and I further agree to adhere to the decision of the Steering Council of Festival Beach Community Garden as final.

I have read the foregoing contract and the waiver and release of liability and voluntarily executed this with full knowledge of its content and intending to be legally bound.

\_\_\_\_\_  
Signature of Primary Gardener  
or Member Volunteer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Gardening Partner

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

***Primary Gardener / Member Volunteer Information***

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

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

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

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

Choice of Stewardship Team (see list on page 4): \_\_\_\_\_

Other Volunteer Position: \_\_\_\_\_

Preference for receiving garden notices: \_\_\_ Email \_\_\_ Phone Language: \_\_\_\_\_

***Gardening Partner Information***

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

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

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

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

Choice of Stewardship Team (see list on page 4): \_\_\_\_\_

Other Volunteer Position: \_\_\_\_\_

Preference for receiving garden notices: \_\_\_ Email \_\_\_ Phone Language: \_\_\_\_\_

***For Plot Renters***

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Plot Number: \_\_\_\_\_ Payment date: \_\_\_\_\_ Check/Cash/Online: \_\_\_\_\_

Amount: \_\_\_\_\_ Scholarship Requested: \_\_\_\_\_

## Festival Beach Community Garden Stewardship Teams

**Accessibility** – this team works to enhance the gardening and access conditions for the entire garden, but especially for elderly gardeners and gardeners with physical disabilities, to provide education and raise awareness about accessibility issues, and to recruit volunteers to assist gardeners with special needs.

**Communal Gardens** – this team works to maintain designated communal garden areas and to provide fresh produce to low-income/food-insecure populations, such as residents of the adjacent Rebekah Baines Johnson Center. Tasks include planting, fertilizing, mulching, cultivating, weeding, watering, harvesting, and delivering produce.

**Compost** – this team works to collect and process compostable materials from the garden site and elsewhere, to provide compost resources for gardeners and the community, and to provide education on composting and sustainability.

**Grapes and Berries** – this team works to maintain the grapes and berries growing along the perimeter fence of the garden, and to provide education on maintenance and culture of grapes and berries vines. Tasks include mulching, weeding, watering, pruning, planting, and harvesting.

**Habitat Areas** – this team works to develop, enhance, and maintain designated habitat areas in the garden to provide habitat for beneficial wildlife (including birds, butterflies, frogs, toads, and other creatures), and to provide education on habitat preservation, development, and maintenance.

**Herb and Teaching Garden** – this team works to plant, mulch, cultivate, weed, water, and harvest designated herb garden areas, and to provide education and teaching opportunities to gardeners and to members of the community interested in gardening, in particular young people.

**Orchard** – this team works to maintain more than ten types of fruit trees in designated orchard areas, to provide fruit to be shared with low-income/food-insecure populations, and to provide education on planting, pruning, disease prevention, and maintenance of fruit trees. Tasks include planting, pruning, fertilizing, spraying, mulching, weeding, watering and mowing.

**Perennial Beds** – this team works to plant, cultivate, weed, water, and maintain perennial flower garden areas, and to provide education on perennial plant and flower cultivation and maintenance.

**Rain Garden and Swales** – this team works to create and maintain designated water catchment and infiltration areas in the garden, to cultivate habitat for butterflies and hummingbirds, and to provide education on water run-off, infiltration, groundwater, water quality, and habitat. Tasks include earth shaping, planting, weeding, mowing, and pruning.