



## **1. VISION STATEMENT:**

The Brewery Creek Community Garden is a friendly gathering of people who care for the earth and people by:

*Growing food using regenerative practices*

*and*

*Valuing and supporting the diversity of all human beings*

*and*

*Sharing knowledge and skills with each other and the broader community.*

## **2. LAND ACKNOWLEDGEMENT:**

The Brewery Creek Community Garden acknowledges that we are situated on the unceded territories of the xwməθkwəy̓ əm (Musqueam), sḵwx̱wú7mesh (Squamish), and sel̓íl̓ wítulh (Tseil Waututh) Nations.

## **3. OUR AIMS:**

**Earth Care:** Implement gardening practices that leave a positive impact upon this earth using the practices and design features of regeneration. Practice appropriate technologies to increase productivity and fertility of the soil and the fruits, vegetables, trees, and flowers grown. Increase the biodiversity of plant life of this earth within our garden

**People Care:** Build a spirit of cooperation, consultation, community pride and achievement. Encourage community connections and understanding through meeting and socializing. Empower people through formal and informal learning with skills and knowledge of regenerative design practices

**Fair Share:** Support the growth of similar gardens within “Urban Diggers” especially through the provision of information and resources. Share knowledge and skills with the broader community through workshops and information days and casual conversations. Share garden surplus through our Community Harvest Spaces.

## **4. GARDEN RULES:**

This document sets out the rules that govern Brewery Creek Community Garden. These Rules are intended to help all our Gardeners grow fresh, healthy food in a thriving garden, to help create a sense of community among our gardeners, and to help the garden to be a good neighbour.

The Brewery Creek Community Garden, through its membership with the Urban Diggers Society, has an agreement with the Vancouver Parks Board for use of the land and administers these garden rules. The Garden Board of Directors manages the Garden and administers these rules. By completing the annual online registration, gardeners agree to comply with the stated Garden Rules and Agreement below.

## **4.1. ACCESS TO THE GARDEN**

**4.1.1 Season:** The Garden is open and accessible all year.

**4.1.2 Hours:** Gardeners may be in the Garden as per Guelph Park hours.

**4.1.3 Keys and Security:** Where applicable, the Garden Board will give each Gardener the combination or code to open the lock for access to the shed/water faucet keys. On leaving the Garden, Gardeners are responsible for locking the shed/water faucet keys if there are no other individuals in the Garden. Gardeners will follow any additional security guidelines that may be announced by the Garden Board.

## **4.2. PERSONAL GARDEN PLOTS**

**4.2.1 Plantings:** Gardeners may use only the plots assigned to them by the Garden Board. Gardeners will maintain their plants within their plots and will trim any plants that extend into neighboring plots or into common areas. Gardeners may not alter the dimensions of their plot

**4.2.2 Supplies:** Gardeners may plant vegetables, fruits, and flowers. Gardeners may not maintain plantings or plant-supporting structures that impede the security of the garden or impede adjacent gardeners' access to sunlight by the nature of their height, material or density. Gardeners may not plant invasive species anywhere in the garden, including their individual plots. If in doubt, please ask a board member.

**4.2.3 Organic Methods:** Gardeners will garden organically. Gardeners will check with the Garden Board before applying any fertilizers, pesticides, herbicides, or rodenticides, even if labeled "organic." Use of compost, organic mulch, and weeding is always acceptable.

**4.2.4 Water:** Each Gardener is responsible for watering his or her own plot

using the hose provided by Garden. Gardeners will not overwater their plants or leave a hose unattended. Gardeners should also abide by watering restrictions imposed by the City. Water faucet keys are to be returned to the shed after use.

**4.2.5 Personal Garden Tools:** Gardeners may bring their own tools into the Garden to use in their plots. The Garden is not responsible for the loss or damage of these tools. Gardeners are responsible for any damage caused by tools they bring into the Garden and so should use them with care.

**4.2.6 Plot Maintenance and Trash:** Gardeners will maintain their plots and adjacent paths in a clean and neat fashion, promptly removing any weeds, overgrowth, or other waste from their plot. Gardeners will promptly harvest edible plants. Gardeners are responsible for hauling and disposing of their own trash, such as weeds, boxes, trays, bags, packets, and similar items.

**4.2.7 Yearly Clean-up:** Personal plots are to be winterized (cleared) by November 1<sup>st</sup> annually, unless you intend to grow winter crops or perennials.

**4.2.8 Compost:** Gardeners will place any organic waste such as weeds, dead plants, or rotten produce, in the city green waste bins designated by the Garden Board. The gardeners should cut any organic waste to 4” length before putting it into a compost bin and follow other compost rules as posted by the Garden Board and/or committee.

**4.2.9 Absence:** Gardeners may not abandon their plots. If a plot appears neglected or abandoned by May 1st of each year, the Garden member will lose their plot. No refund of fees will be provided upon termination of membership.

**4.2.10 Plot sublets:** If a garden member is not able to tend to their plot for one growing season, they are to contact the Board. An appropriate person on the waitlist will be selected to temporarily tend to the member’s plot for a maximum period of one year. Gardener members are still responsible for registration and member fees. After the one year period, the gardener must return or give up ownership of the plot.

**4.2.11 Plot transfers:** If Gardeners will no longer be using their plot, they must contact the Garden Board to reassign the plot. Out of fairness and consideration for those currently on the waitlist for a garden plot, gardeners are not permitted to transfer ownership of their plot to any one other than

those currently on the garden wait list.

### **4.3. COMMON AREAS AND RESPONSIBILITIES**

**4.3.1 Common Tools:** Garden Board or Gardeners collectively may provide a set of tools in a storage shed in the Garden for use by all Gardeners. Gardeners 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, Gardeners will not use the Common Tool and inform the Garden Board immediately.

**4.3.2 Common Responsibilities:** Gardeners will help maintain and care for common areas, such as communal garden plots, pathways and storage shed. Gardeners will promptly report any concerns about the safety of the Garden to the Garden Board. If there is vandalism, storm damage, or other damage to the Garden, all Gardeners are expected to help in cleaning up and restoring the Garden to its prior condition, but the Garden Board will bear the cost of the repairs.

**4.3.3 Volunteer Time Contribution:** In accordance with the vision statement and aims of the Garden, all members are expected to complete an annual Volunteer Time contribution to help maintain the garden and foster a sense of community within the garden. Completion of Volunteer Time can be accomplished by contributing a minimum of 6 hours with a Garden Committee and/or attending a minimum of 2 scheduled Garden Work Parties per year.

**4.3.4 Garden Work Parties:** The garden requires ongoing maintenance to keep the area beautiful and in good working order. The Garden Board will schedule work parties on a monthly basis between April through October annually. Members will be notified of the dates and times of these work parties on the Garden Website and by email.

### **4.4. COMMUNICATION**

**4.4.1 Contact Information:** Gardeners must inform the Garden Board of any change in their contact information: e-mail addresses and/or phone numbers.

**4.4.2 Gardener Input:** Gardeners are encouraged to provide suggestions about Garden operations to the Garden Board. Gardeners should contact the Garden Board directly at the email provided by the Garden Board with any questions relating to day-to-day operational matters.

**4.4.3 Annual General Meeting:** Once a year, the Garden Board will invite

all Gardeners to an annual meeting to notify Gardeners of any changes made in how the Garden operates, these Rules, assignment of plots, to discuss any issues or concerns. The Garden Board will provide notice of the annual meeting by email no fewer than 14 days in advance. Attendance to the AGM will count towards 1 hour of volunteer time contribution.

**4.4.4 Board Meetings:** The Garden Board meets regularly to discuss revision to garden rules, resolution of grievances, and other topics of concern to the garden members. Garden members are welcome to attend board meetings. The Board meeting schedule and minutes from past meetings are to be posted on the garden website.

**4.4.5 Confidentiality:** Garden Board and other Gardeners will not use any personally identifiable information, including Gardener's name, email address, telephone number, or street address, for purposes other than the operation of the Garden.

## **4.5.CONDUCT**

**4.5.1 General Conduct:** Gardeners are expected to be civil, honest, and cooperative in dealing with the Garden Board, Garden neighbors, other Gardeners, and guests of other Gardeners.

**4.5.2 Guests:** Gardeners may bring guests, including children, into the Garden, provided that the guests comply with the Rules. Gardeners will supervise any child under the age of 12 years old. Gardeners 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 Gardener.

**4.5.3 Respect Others' Property:** Gardeners may not enter other plots, use another Gardener's tools or supplies, or harvest another Gardener's produce, without the explicit permission of the other Gardener. Gardeners may not enter property next to the Garden without the owner's permission.

**4.5.4 No Illegal Plants:** Gardeners may not grow any plants considered illegal under provincial or federal law.

**4.5.5 No Smoking:** As per Park Board Regulation bylaw, there is no smoking while on the Garden premises.

**4.5.6 No Alcohol/Drug Use:** As per Park Board Regulation bylaw, no one may consume or use alcohol or illegal drugs while on the Garden

premises.

**4.5.7 No Loud Music:** Gardeners may not play music or the radio loud enough to be a nuisance to others.

**4.5.8 No Sales:** The Garden is for personal, non-commercial use only; Gardeners may not sell any produce or flowers grown in the Garden.

**4.5.9 Dispute Resolution:** Gardeners will raise any disputes with the Garden, or with fellow Gardeners, with the Garden Board. The Garden Board has the power to hear these disputes and to resolve them in the best interest of the Garden.

**4.5.10 Termination of Membership:** a garden membership may be terminated by decision of the Board for failure to adhere to stated Garden Rules. Upon termination, the Gardener will promptly return any Garden property to the Garden or Garden Board. Terminated Gardeners are not entitled to any refunds of Garden fees or other payments from the Garden Board.

## **5. GARDEN USE, WAIVER OF LIABILITY AND IDEMNIFICATION AGREEMENT**

Thank you for participating in the Brewery Creek Community Garden. Through the membership with the Urban Diggers Society (a non-profit incorporation), the Brewery Creek Community Garden has an agreement with the Parks Board of Vancouver for the land, oversees the Garden Board of Directors, and administers the Garden Rules. This document is a legal contract between you and the Garden.

### **5.1. TEMPORARY RIGHT TO GARDEN**

**5.1.1 Plot.** You have the temporary right to garden in the garden plots, which have been allocated by the Garden Board in the Garden. Your family members may garden with you as your guests. You may use your assigned plot from March 1<sup>st</sup> to February 28<sup>th</sup> of the following year. You will have the chance to renew your membership on an annual basis provided you follow the Garden Rules.

**5.1.2 No Refund.** You understand that you will not be entitled to a refund or reimbursement for membership fees, your personal expenses or any other payments related to your garden plot should you decide to forfeit your plot or if your garden membership is terminated. You understand that only you and no one else, including your family, has any rights under this Agreement.

**5.1.3 Fee.** The annual garden fee is \$35/plot, which is to be paid no later than March 1<sup>st</sup> annually. If the fee is not paid by this date, the plot will be assigned to another gardener. You understand that we may increase the fee in future years.

**5.1.4 No Transfer.** Gardeners are not permitted to transfer ownership to anyone other than the secondary gardener garden here unless the Garden Board provides agreement in writing.

## **6. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS**

**6.1 Awareness of Risk.** You understand that participating in the Garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other gardeners, the Garden, or the City of Vancouver Parks Board land on which the Garden is located. The risk could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.

**6.2 Assumption of Risk and Waiver and Release of Claims.** In exchange for your right to participate in the Garden, you agree to assume the risk of harm even if the potential harm is caused by someone else. You also agree to waive any right you may have to sue or otherwise attempt to collect money from the City of Vancouver Parks Board, the Garden, the garden board members, volunteers, or anyone acting on their behalf (referred to altogether as “Released Parties”) for any losses or damages resulting from death, injury, or personal property damage to you, anyone else, or any personal property, that occurs while you or your guests are in the Garden. (In legal terms, you “waive and release all claims” against the Released Parties). You understand that you will not be permitted to participate in the Garden without your agreeing to these waivers and releases.

**6.3 Medical Care Waiver.** You give up any right to sue or otherwise attempt to collect money from (“waive and release any claim from”) the Release Parties arising out of any first aid, treatment, or medical services, including the lack of such or timing of such, given in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers’ compensation, or any other benefits maintained by Licensee.

**6.4 Indemnification.** You are responsible for any damages or losses suffered by the Garden that are caused by your or your guests' actions.

**6.5 Publicity.** You agree to allow the Garden to use any photograph, interview, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of you or your guests that we or others may create in connection with your or your guests' participation in the Garden.

## **7. TERMINATION**

**7.1 Failure to Comply with Gardener Agreement or Garden Rules.** You confirm that you have read a copy of the Garden Rules attached to this agreement and you will comply with them. If you fail to obey the Gardener Agreement or the Garden Rules, the Garden Board can terminate your right to garden.