

Community Garden Rules/Collective Gardeners License Agreement

1. DEFINITIONS:

“Community Garden Coordinator” defined as a person, organization or agency assigned to oversee the garden operations, manage Gardeners, prepare garden plans and maintain regular contact with the City

“Collective Gardener” defined as a person(s) who has/have been approved by the City to participate in a Collective Community Garden.

2. TERM:

The period of public participation in City of Vaughan community gardens is seasonal, from May 1 to November 30 every year. This period is subject to opening and closing operations conducted by City Public Works staff. The City reserves the right to adjust this period as necessary. Notice will be given to all Gardeners from the City’s Sustainability Coordinator or the Community Garden Coordinator outlining any such changes.

This License Agreement becomes effective upon the date set out below and ends on November 30 of the same year or upon such earlier termination date as may apply.

3. GARDEN RULES:

COVID-19 has changed how community gardens will operate in 2021. COVID-19 is a public health crisis, and the health and safety of the Gardeners and the community is the City of Vaughan’s top priority. As such, the City of Vaughan has a zero-tolerance policy this year. If anyone puts the health and safety of others at risk by not abiding by the rules outlined below, the Gardener will lose their privilege to participate in the community garden. If you choose not to garden in the 2021 season due to the risk of COVID-19, you are welcome to participate in 2022.

The _____ (Garden Name) Community Garden is a community space where Gardeners share the work and share the harvest. Surplus harvest is donated to a charitable cause and/or community member(s). As a member of the community, we ask that you follow these guidelines at the garden:

COVID-19 GUIDELINES

- i. I understand if there is a contradiction between the following COVID-19 guidelines and any other section of this Agreement, including the Regular Garden Guidelines, the COVID-19 Guidelines will apply.
- ii. I agree that if I am displaying symptoms of COVID-19 or I have come into contact with someone who has shown symptoms, I will not come to the garden. In addition, I understand anyone who is exhibiting symptoms of COVID-19 or has been exposed to the virus must stay at home for 14 days.

- iii. I will plan to be at the garden as little as possible and not to loiter in the garden. I understand that community gardens are only permitted to open this year because they are recognized as an essential food service.
- iv. I agree to maintain a physical distance of 2 metres (6 feet or more) from all Gardeners, always. I understand this does not apply if I am gardening with members of my household who are registered Gardeners.
- v. I understand the community garden is closed to the public and is only open for registered Gardeners. Accordingly, I:
 - a. Understand I cannot bring friends, extended family members, neighbours and other non-registered gardeners into the garden with me.
 - b. Understand children should only be brought to the garden on an as-needed basis. Children cannot be brought to the garden if they are too young to understand physical distancing and hygiene practices in the garden (unless they can be kept in a stroller or are carried in an on-body support).
 - c. Agree to be responsible for any child I bring to the garden. I will make sure they follow the COVID-19 guidelines and I agree to sanitize any tools they touch.
- vi. I understand that workshops, training sessions and events are prohibited to take place at the garden this year.
- vii. I understand that I am encouraged to wear a face mask and gardening gloves while in the garden. In addition, I agree to not share my face mask and gardening gloves with anyone else and will launder my masks and gloves after each use.
- viii. I agree to bring my own tools to use in the garden this year. Should that not be possible, I understand that a limited number of tools will be available, and I agree to disinfect the shared tools before and after using them. I understand that a disinfectant spray and paper towel will be available in the shed.
- ix. I agree to disinfect any common areas of the garden that I touch, including the lock and handle of the shed or storage box, other handles, pens, water tap, hose and tools. I understand sanitizing towelettes will be made available.
- x. I agree to sanitize my hands when I arrive at the garden and before I leave the garden. I understand that hand sanitizer will be made available.
- xi. I agree to sign-in and sign-out every time I go to the garden. Accordingly, I:
 - a. Understand that if a COVID-19 outbreak happens at the garden, the City of Vaughan and the Garden Coordinator need to be able to quickly identify who is most at risk.
 - b. Understand the sign-in and sign-out form location will be confirmed by the Community Garden Coordinator.
- xii. I understand that Gardeners will not be scheduled to attend the garden on a certain day/time. Accordingly, I:
 - a. Understand that this may change as the season unfolds.
 - b. Understand that the community garden will close nightly at 11:00pm and open again at 5:59am and that overnight activities are strictly prohibited.

- xiii. I understand that contravention of the COVID-19 guidelines is cause for immediate exclusion from the garden.

GENERAL GARDEN RULES

The City of Vaughan is hereby granting permission at its sole discretion for the Collective Gardener to garden at the above-mentioned Community Garden (Section 3) on a non-exclusive basis and for the sole purpose of collective gardening, during one season, over the period of operation of this License Agreement, unless extended on mutual agreement.

The above-mentioned Collective Community Garden is a community space where Collective Gardeners share the work and share the harvest.

I, the Collective Gardener, UNDERSTAND AND AGREE with the following Rules:

i. CONDUCT

I agree to abide by all City of Vaughan By-laws and Provincial regulations, including the Pesticide By-law (88-2008), Parks By-law (134-95, as amended), and legislation regarding noxious weeds (*Weed Control Act, 1990*) which regulates the use of fertilizers, insecticides and weed repellents.

I will respect other Collective Gardeners and the general public utilizing the grounds surrounding the community garden. I understand that no form of disrespectful or harassing behaviour will be tolerated and that all Gardeners must comply with the City of Vaughan's policies with respect to the following:

- a) Application of the Vaughan Inclusion Charter. The City is committed to taking action to achieve the vision of the Charter in the organization and in the community. The Charter promotes and celebrates human rights and accessibility and strengthens a sense of belonging for everybody in the community to ensure they all have access to the same opportunities.
- b) Definition and comprehension of harassment as any improper conduct by an individual, that is directed at and offensive to another person or persons, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display that demeans, belittles, or causes personal humiliation or embarrassment, and any act of intimidation or threat. It includes harassment within the meaning of the Canadian Human Rights Act. Harassment will also be defined as any verbal abuse, bullying or aggressive approaches to an individual or group. It may also include remarks and actions that create a hostile or intimidating environment.

ii. COMMUNITY GARDEN COORDINATOR

There will be a Community Garden Coordinator at each community garden location and this individual will represent all site Collective Gardeners and will serve as the main contact person with the City of Vaughan.

- a) I agree to provide my contact information to the designated Community Garden Coordinator and agree that the designated Community Garden Coordinator will represent me in relations with the City of Vaughan.
- b) I may contact the City of Vaughan's Sustainability Coordinator if I have a conflict that the Community Garden Coordinator cannot resolve, I have a conflict with the Community Garden Coordinator that cannot be resolved, or if the Community Garden Coordinator is in violation of the Community Garden Policy.

iii. MAINTENANCE REQUIREMENTS

All Collective Gardeners will aid in preparation and planting and provide continued maintenance of the community garden for the duration of this Agreement. In particular, I confirm that I:

- a) WILL NOT create new garden beds or make modifications to the existing garden configuration, unless agreed upon by the City of Vaughan.
- b) WILL keep trash and litter out of the garden beds, as well as from adjacent edges, walkways, paths and fences. I will dispose of trash properly, in appropriate garbage cans and/or receptacles, if available. If appropriate receptacles are not available, I will take my trash out of the garden to dispose of properly.

iv. GARDEN ETIQUETTE

- a) The following are all prohibited in the garden:
 - 1) planting of marijuana or any illegal or invasive plants;
 - 2) campfires, candles, gas and/or open flame lanterns or torches and the use and storage of hazardous substances;
 - 3) loud music, causing a disturbance or interfering with the quiet enjoyment of other Collective Gardeners or neighbours of the garden area;
 - 4) smoking, vaping, drinking alcoholic beverages, gambling or the use of illegal drugs in the garden, or coming to the garden while under the influence of marijuana, alcohol or illegal drugs;
 - 5) pets (dogs, cats, etc.) are not permitted in the garden, and must be on a leash in all of the surrounding areas of the garden. Trained service animals are not considered pets.
- b) I agree that the vegetables, fruits or other harvest from the garden will be used for personal consumption. In addition, I agree to notify the Community Garden Coordinator if there is a surplus of harvest to determine if there are any approved partners to manage donation of the surplus.
- c) I am responsible for supervising guests that I may bring to the garden including other adults, youth and children and all guests must also abide by the rules outlined in this Agreement. Children under the age of 14 are allowed in the garden; however, they must always be accompanied and supervised by an adult.
- b) I will not take any tools or personal property from the garden that belong to the garden or other Collective Gardeners.

- c) I understand that any tools and personal property must not be left on the site or out of storage overnight.
- d) I will utilize the designated parking area and not drive motorized vehicles into the garden area.
- e) I understand that the community garden will close nightly at 11:00pm and open again at 5:59am and that overnight activities are strictly prohibited.
- f) I understand that the community garden will be closed between December 1 - April 30 and that activities at the garden during this time are strictly prohibited.

4. INDEMNITY:

I _____ (Collective Gardener's name) shall indemnify and save harmless the City of Vaughan from any and all claims, demands, causes of action loss, costs or damages whatsoever that the City of Vaughan may suffer, incur or be liable for, arising out of or related to this License Agreement.

I understand that contravention of any rules, terms, conditions, bylaws and legislation is cause for exclusion from the garden and possible liability on my part.

5. TERMINATION OF LICENSE:

This License Agreement may be terminated by the City:

1. If required by City policy, upon two (2) weeks' written notice; or
2. For breach by the Collective Gardener of any of the rules of this License Agreement. The procedure for breach will be as follows:
 - 1) Verbal warning from the Community Garden Coordinator.
 - 2) Written notice one (1) week later if no correction or arrangement to correct has been made.
 - 3) Written notice of cancellation of gardening privileges three (3) weeks later, if no correction or arrangement to correct has been made since notice was provided.

A Collective Gardener whose License Agreement is terminated for breach may be allowed to reapply for a community garden after one (1) year, and only at the discretion of the Community Garden Coordinator and the City of Vaughan.

I _____ (Collective Gardener's name) have read and understand this License Agreement and accept these rules, terms, and conditions stated above for the participation in the community garden. I have read and understand the Community Garden Policy (18.C.01) and agree to sign the Waiver of Liability (Appendix 3 to Policy 18.C.01). I understand that the City of Vaughan has the right to create new rules if a situation warrants.

X

Gardener Signature

Date

Collective Gardener Home Address:

Collective Gardener Email or Phone Number:

FOR CITY / COMMUNITY GARDEN COORDINATOR USE:

Approved: _____ Date: _____

Email: environment@vaughan.ca