



*The Garden at
Harmony*



Participation Rules for the Garden at Harmony

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Introduction

A. Definition of the Garden

The Garden at Harmony is a shared green space which is planned, designed, built and maintained by its members for their use and for the enjoyment of the entire community. The garden is used to raise food for its gardeners and for sharing with others in need, such as food banks. It may also serve as a decorative space visited by guests from in and outside of Harmony, as well as an educational or rehabilitative facility.

The Garden at Harmony is managed by sustainable, though not necessarily organic, gardening practices.

B. Purpose

1. Provides an opportunity for residents to garden;
2. Creates a tranquil space for residents to work together and learn from each other;
3. Educates the residents on gardening principles and applications; and
4. Provides a place for members of the Harmony community, including families, seniors and youth, to enjoy the cooperative benefits of learning and working together through gardening.

I. Roles and Responsibilities

A. Garden Coordinator

Coordinate the allocation process of the garden spaces for Harmony residents.

Ensure all gardeners are following the rules. Communicate any concerns to the Garden Committee for their review.

Communicate and coordinate garden activities such as the spraying of pesticides, garden work days, Harmony garden activities, etc.

B. Garden Committee

Committee is comprised of three garden members whose role it is to enforce the Garden Rules and assure fair and open opportunities for participation in the Garden. Its decisions will be made by a simple majority vote of its members. The Committee will provide regular reports on its activities to the Harmony Development Co.

C. Selection Process

The Garden Coordinator shall be selected annually by Harmony and approved by the Garden Committee. Garden Committee positions shall be nominated and voted upon by the primary gardeners active as of August 1st of each year and shall serve one year terms. Should an elected individual step down prior to the annual elections, a special election will take place to fill the vacant position. There are no limits to the number of terms that a person may serve as either Garden Coordinator or Garden Committee member.

D. Harmony Development Co.

The Harmony Development Co. (Harmony) has made land available for gardening at no charge to participants for as long as the garden is managed attractively (that is, weeds are kept under control, litter is removed from the garden site, tools and equipment are not left unattended and shared garden facilities are maintained), is seen as a benefit to the community or the land is not needed for other community uses or development purposes. The garden area may therefore expand, contract, be relocated or be discontinued at Harmony's sole discretion.

While the garden is in operation, Harmony will provide non-potable water, use and maintenance of the storage shed, portable rest room facilities and other support as it is able, however day to day garden operation is the sole responsibility and cost of the garden participants.

Harmony hopes to be able to provide a facility where gardening activities can be successfully enjoyed by its participants. However it must be understood and accepted that gardening is subject to the whims of nature and human frailties and Harmony cannot be held responsible for crop losses or the loss of personal property of any kind, whether due to irrigation water interruptions, pest or wildlife damage, wildfires, flooding, hostile weather, the actions or gardening advice of Harmony staff or Harmony affiliated companies or any other uncontrollable situation.

E. Gardeners

Primary Gardeners will be bound by these rules for participation and will have an effective copy of the Warning, Release and Indemnification Agreement on file with Harmony and will assure compliance with the same by all those whom they permit to use their garden space.

F. General Enforcement

Harmony or the Garden Committee may restrict any individual from using the Garden or participate in activities related to it if he or she is judged by either Harmony or the Garden Committee to be detracting from acceptable garden operation. From time to time Harmony may provide additional direction and recommendations for garden operation or make additional garden improvements.

II. Garden Space Application & Allocation

A. Primary Gardener –Responsibility for the use of a garden space is given to one person at a time, the Primary Gardener.

1. Only Harmony residents, employees of Harmony and its affiliated companies and those leading student gardening programs from Harmony High School or Harmony Community School at the Garden can become a Primary Gardener of a garden space.
2. Primary Gardener is allocated one garden space – to have more than one space a request must be made to and approved through the Garden Coordinator.
3. Primary Gardener must fill out the application and be 18 years of age or older or have a parent as the co-signer of the application.
4. Primary Gardener may share his space with immediate household members, but may not have friends or others as “Other Users of Garden Space.”
5. Primary Gardener may not “sublease” his/her garden space.

B. Applying for a Garden Space

1. Application and Garden Space Agreement is given to prospective Primary Gardener by the Garden Coordinator.
2. The Application and Garden Space Agreement must be filled out in full and returned to the Garden Coordinator.
3. The Garden Coordinator checks the application for completion and stamps it with the acceptance date, and forwards his/her recommendation of acceptance and space assignment to the Garden Committee for approval.
4. The Garden Coordinator will notify the applicant of their acceptance and assigned garden space. Signed documents will be filed with Harmony.
5. If garden space is not available applicant will be notified that he/she has been placed on the waitlist.

C. Garden Space Allocation Process

1. Garden spaces will be allocated on a first come, first serve basis.
2. If no spaces are available for a new gardener, then gardeners with multiple spaces will release a space, starting with those having the largest number of assigned spaces and in rotation, until each gardener has at least one space.
3. If an application is received and all garden spaces have been allocated and no gardener has more than one space, applications received shall be placed on a waitlist.
4. The waitlist shall be cleared by offering the first open garden space to the applicant waiting the longest period of time and so on until all available spaces are filled.
5. Any applicant on the waitlist will be given a reasonable amount of time to respond to the opening with an acceptance or decline.

III. Gardening Rules

By accepting a space for gardening, the gardener agrees to comply with the Harmony Garden rules as follows:

- A. The garden space and its maintenance is the responsibility of the gardener assigned to it.
 - 1. Spaces and walkways shall be kept free of weeds, debris and trash year-round
 - 2. The entire garden space must be cultivated and contain an average planting density seasonally
 - 3. Gardeners must remove any plants that have bolted, have been grown unsuccessfully or are past their season
 - 4. Gardeners are to keep at least one-half of the width of all the walkways around their garden space free of weeds and vegetation. Plants that overgrow and block the walkway are to be trimmed back. All space walkways are to be mulched using wood chips for garden attractiveness, safe movement and to help control vegetation growth.

- B. Garden spaces are confined to the assigned locations, and a gardener may occupy only the garden space(s) assigned to him/her.
 - 1. No person may use a vacant space or other area in the gardens without the prior written approval from the Garden Coordinator.
 - 2. No garden space shall be traded, divided, sub-leased, or otherwise changed from the original space assignment.
 - 3. If any change is desired, the Primary gardener must contact the Garden Coordinator. All requests will be reviewed and decided on an individual basis.
 - 4. An exchange of spaces is an option but must be approved by the Garden Coordinator before any exchange occurs.

- C. Vegetables, flowers, fruit, herbs and similar herbaceous plants may be grown in the spaces.

- D. Large plants, such as corn, sunflowers, melons and tall vines should be located so that they do not produce shade on adjacent spaces, do not extend into pathways or adjacent spaces, and are well trimmed and maintained.

- E. Permanent plants (e.g., roses, berry bushes, fruit trees) may be planted only in a designated portion of the garden at the Garden Coordinator's direction. Please remember that the garden is located on a development parcel that may eventually be needed for other uses, therefore "permanent" plantings are at the gardener's sole risk. If not ultimately removed by the gardener, permanent plantings will become the property of Harmony should the garden be discontinued.

- F. The garden site is maintained by the resident gardeners, and all gardeners are expected to help on scheduled work days.

1. The Garden Coordinator is responsible for scheduling garden work days.
 2. The number of work days per year will vary according to size of the garden and the amount of maintenance required to keep the garden site well groomed.
 3. Gardeners are required to volunteer at least two hours per season to the Harmony garden projects e.g. the watermelon/pumpkin patch, compost maintenance, etc. Volunteer hours will be tracked by the Garden Coordinator. Failure to meet this requirement may result in forfeiture of garden space by Primary Gardener.
- G. Gardeners are expected to conduct themselves in a safe, respectful, and courteous manner toward other gardeners and those who might be touring the gardens.
- H. Garden space produce belongs to the gardener.
- I. Garden conflicts should be taken to the Garden Committee for resolution.
- J. Violation of any Garden Rule will subject the gardener to a verbal or written warning and/or possible revocation of his/her right to a garden space.
1. If sufficient improvement is not demonstrated on an ongoing basis, the right to garden the space will be revoked. The garden space will be issued to the next person on the waiting list. Any plant materials remaining in the garden space will be given to the person taking the space.
 2. The good faith judgment of the Garden Committee will be sufficient cause for enforcement of the Garden Rules, including revocation of the right to use the garden.
- K. Although there is no fee associated with participation in the Harmony Garden, gardeners will be expected to contribute to special collections for specific needs which may arise, such as equipment purchase, maintenance and repair.

IV. Everyday Garden Rules

1. **Space Use/Maintenance:** Garden spaces are assigned through the Garden Coordinator. Neglected spaces will be forfeited following an appropriate notice and determination by the Garden Committee. Spaces are considered neglected after three weeks of absence or after they are found to be overgrown with weeds or are pest ridden. The paths adjacent to each space are the joint responsibility of the gardeners on both sides of the path.
2. **Planting:** Do not plant pest weeds, tall plants or build trellises that may shade a neighbor's space. Please coordinate with your space neighbors before planting anything that will grow taller than 6'.
3. **Structures:** No structures may be built on a garden space other than temporary trellises, bean poles or similar plant supports. Any such plant supports shall be kept in good condition and promptly repaired or removed if judged by the Garden Committee to not be kept in good condition.
4. **Harvest:** Harvest only from your assigned space or at the request of another space owner. Unharvested crops may attract wildlife and create a nuisance for all. Therefore, fruits and vegetables must be harvested in a timely manner.
5. **Water:** Individual gardeners must provide their own hose or water container. Notify the Garden Coordinator of any leaks in the water supply line. Make sure all faucets are off when you leave the garden. While Harmony will strive to provide reliable nonpotable water to the Garden at no cost, it is possible that equipment malfunctions or other unexpected interruptions will occur. Harmony will not be responsible for any damages to crops or other Gardener losses occurred as a result of water interruptions.
6. **Garden Shed:** The shed is owned by Harmony Development Co. but is made available for storage of individual's tools at no charge. Mark them clearly with your name. The shed may have "shareable" tools. These will be noted with "HG". They may be used but must be cleaned and stored away correctly after use. Keep the shed locked. Don't assume someone else will lock it before they leave.
7. **Private Property:** Items stored in the garden shed not marked with "HG" may be privately owned and may not be used without express permission of the owner. This includes hoses, tomato cages, stakes, hand tools, etc.
8. **Composting/Plant debris:** Dispose of plant materials in designated compost areas.
9. **Other Debris:** Please take your personal trash home.

10. **Please Do:** Involve children in gardening, but supervise them so they don't disturb other spaces. Please also keep your dog on a leash and under control, as you would anywhere else in Harmony.

11. **Pest control:** Routine control of pests can often be handled through cooperative efforts and will be coordinated through the Garden Coordinator. Also check with the Garden Coordinator on the appropriate individual use of any pesticides. Storage of pesticides or other potentially hazardous chemicals at the garden or tool shed is not allowed nor is the rinsing of any spray tanks or other application equipment. Control of animal pests shall be done through humane practices and with the prior approval of the Garden Coordinator and Garden Committee. Harmony will not be responsible for any damages due to animal or insect pests or negligence of Harmony staff or its affiliated companies or contractors.

12. Lastly but most importantly, **have fun, get to know your fellow members, and enjoy all the fresh food!**

13. If you have questions, comments, complaints, or to inquire about a space, email or call the Garden Coordinator.

V. WARNING, RELEASE AND INDEMNITY AGREEMENT FOR ACCESS TO AND USE OF HARMONY LANDS FOR GARDENING

PLEASE READ CAREFULLY. This is a legally binding document that waives your legal rights and limits the liability for damages or losses incurred by you when accessing privately held lands at Harmony (the Property).

By signing this document, you certify that you understand and agree:

1. In consideration of the use of the Harmony Garden for personal gardening and related activities, you acknowledge, agree and represent that you are aware that the land being accessed exists in a condition that may present a dangerous environment inherent to the land's primary use and condition, despite the precautions for safety taken by Harmony and others charged with managing the land;
2. That you acknowledge that it is your sole responsibility to evaluate carefully the risks inherent in using the Harmony Garden site and facilities and that you have fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of yourself and/or by others;
3. That you expressly agree to assume the risks incidental to such participation on your own behalf, on behalf of your child or ward, and on behalf of your child's or ward's heirs, executors and administrators, and therefore you release and forever discharge Birchwood Acres, LLLP, the Harmony Development Co., Inc. LLP, Starwood Capital Group Global, LLC, their parent, related, affiliated and subsidiary companies, and the officers, directors, employees, agents, representatives, successors and assigns of each (collectively the "Owners") of and from all liabilities, claims, actions, damages, costs or expenses of any nature, including but not limited to those occurring from property damage or personal injury to yourself, your child, or your ward, arising out of or in any way connected with your participation and/or the participation of your child or ward in gardening at Harmony;
4. Furthermore, you agree to ensure that any guest that you bring onto the Owners' land is aware of the risks and standard safety precautions to be taken while on the land, and you agree to indemnify and hold the Owners harmless in matters described above, should such guest sustain any property damage or personal injury; and
5. In exchange for the use of the garden and facilities, you grant the Harmony Development Co. permission to use your likeness and the likeness of those minors that you are parent or guardian of, in a photograph, to include video and the sound of your voice, in any and all of its publications, including website entries, for promoting the garden or the community of Harmony in general, or both, without payment or any other consideration.

6. You agree that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.

I certify that I am of legal age and fully competent to contract. I have read the *Participation Rules for the Garden at Harmony* and the *Warning, Release and Indemnity Agreement for Access to and Use of Harmony Lands for Gardening* carefully, I understand their significance and voluntarily agree to all of their terms.

DATED this _____ day of _____, 20_____.

Printed Name: _____

Signature: _____

Street Address: _____

E-Mail Address _____