

Hawthorn, Hickory, Foothills and Fortune Community Garden Program Policies, Regulations and Procedures (the “Rules”)

Growing Gardens office phone: 303-443-9952

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These Rules are effective **January 1st, 2025** and govern the Hawthorn, Hickory, Foothills and Fortune Community Garden Programs (the “Program”). Primary Gardeners, Additional Gardeners, Collaborators, Group Plot Organizational Representatives (“Program Participants”) are responsible for being familiar with and/or obeying all garden Policies, Regulations and Procedures (the “Rules”). All Program Participants are responsible for the activities of their Guests and shall ensure that such Guests obey the Rules. When matters arise that fall outside of these Rules, Growing Gardens reserves the right to make decisions beyond what is written in the Rules, and Program Participants agree to abide by those decisions as a condition of being part of the Program. While it does not anticipate frequent changes to these Rules, Growing Gardens reserves the right to modify the Rules at any time and at its sole discretion and as it deems necessary.

TERMS

Primary Gardener – Individual Plot

Each gardening season, Growing Gardens will assign one garden plot to one individual, known as the Primary Gardener, who supplies the required information and pays the plot registration fee. A person can only be listed as a Primary Gardener for one plot in the Program. Individuals that make up a household are not eligible to register for more than one plot. No Primary Gardener can be listed as an Additional Gardener for another plot. Each gardening season, at the time of registering for a plot, the Primary Gardener will agree in writing that he or she is familiar with and will obey by the Rules. The Primary Gardener is solely responsible for ensuring that the assigned plot(and 50% of the pathways surrounding the assigned plot as per the Garden Regulations below) remain in compliance with the Rules. Each Primary Gardener is expected to actively participate in gardening the plot assigned to him or her during the gardening season, and must be physically present in the garden throughout the season to work the plot. The Primary Gardener is responsible for ensuring that any Additional Gardener or Guest who they invite to garden and the plot remains in compliance with the Rules. Any violation of the Rules by an Additional Gardener or Guest will be considered a violation of the Rules by the Primary Gardener.

Additional Gardener – Individual Plot

Each gardening season, at the time of registering for a plot, Primary Gardeners may list one individual as an Additional Gardener for the plot. Growing Gardens will list an individual as an Additional Gardener for a plot when he or she supplies the required information and pays the Additional Gardener registration fee. A person can only be listed as an Additional Gardener for one plot in the Program. As a condition of Program

participation, Growing Gardens requires Additional Gardeners to agree in writing that they are familiar with and will obey the Rules. If, during the current or prior to the next gardening season, the Primary Gardener indicates in writing to Growing Gardens that he or she wishes to voluntarily relinquish the plot, and the Additional Gardener is deemed by Growing Gardens or Garden Leaders to be an active participant in the Program with no history of Rule violation, Growing Gardens may offer the Additional Gardener the right of first refusal to register for the plot. Additional Gardeners may request to receive regular garden related emails.

Primary Gardener – Group Plot

Within its discretion, Growing Gardens may assign one or more group plots within the Program to nonprofit organizations who wish to collaborate with Growing Gardens (“Collaborators”) on its mission to cultivate community through regenerative, urban agriculture. Each Collaborator will enter into a Memorandum of Understanding with Growing Gardens setting out the terms of the collaborative relationship. Each Collaborator will identify one individual to serve as the Primary Gardener for the group plot. This Primary Gardener will have all of the expectations and obligations of a Primary Gardener as outlined in these Rules.

Other Gardeners in a Group Plot

Collaborators may designate certain representatives other than the Primary Gardener to actively participate and oversee the Group Plot (“Group Plot Organizational Representatives”). Collaborators are not required to provide the names of Group Plot Organizational Representatives or Guests invited to garden the group plot or participate in Program events. However, the Primary Gardener for each group plot is responsible for ensuring that any individual whom they invite to garden or to participate in the Program remain in compliance with the Rules and be familiar with the terms of the Memorandum of Understanding entered into between the Collaborator and Growing Gardens. Any violation of the Rules by a Collaborator’s Group Plot Organizational Representative or Guest will be considered a violation of the Rules by the Primary Gardener for the group plot. Collaborators cannot register Additional Gardeners for a group plot.

Garden Leaders

Garden Leaders are Program Participants appointed by Growing Gardens to support community garden functioning and assist with managing the implementation of the Rules. Garden Leaders serve as liaisons between Program Participants and Growing Gardens and should be the primary point of contact when seeking information / support or making a request regarding the Program. These Rules expect Program Participants to cooperate with, and be responsive to, the requests or directions of Garden Leaders. Growing Gardens distributes Garden Leader contact information to Program participants **by March 1st** of each gardening season.

GARDEN POLICIES

Gardening Season

Growing Gardens' gardening season runs **from March 15– November 15th** each year.

Gardening Supplies

Growing Gardens supplies Program Participants with:

1. Water (regulated by the City and weather conditions)
2. Mulch for pathways (available at Hawthorn and Hickory)
3. Gardening tools and wheelbarrows.

Outside of the above, Program Participants are responsible for securing their own supplies, including but not limited to seeds; fertilizer, herbicides and insecticides (**ALL MUST BE ORGANIC**); hoses; drip irrigation systems; hand tools; row coverings; fences, etc.

Program Eligibility and Participation

To participate in the Program, Program Participants agree to:

1. Pay the annual Program Participation Fee (as indicated below)
2. Complete Program orientation(s)
3. Provide and maintain current with Growing Gardens, their (a) name, (b) mailing address, (c) phone number and (d) email address.

Program Participation Fee

Each Program Participant is responsible for paying the appropriate fee (plot fee, additional gardener fee, water fee if applicable) at the time of registration. Primary Gardeners that cannot pay the applicable fee(s) at the time of registration can contact Growing Gardens to request a payment plan. Primary Gardeners with an income level that falls into the Low, Very Low, or Extremely Low income brackets in the Boulder AMI Index are eligible to apply for reduced rate plot pricing. To show that they qualify for a reduced rate, individuals must provide verification paperwork such as: copy of Medicaid card, proof of TANF eligibility, copy of SNAP card, proof of WIC eligibility, proof of residence in public housing, or proof of disability (SSI, SSDI, or letter from an agency or physician.)

Refunds/Termination

If, after registering for a plot, a Collaborator or Primary Gardener voluntarily relinquishes the plot through written notice to Growing Gardens on or before **April 1st**, Growing Gardens will re-assign the plot and refund half of the plot fee and the full water fee (if applicable) to the Collaborator or Primary Gardener. **After April 1st**, Growing Gardens offers no refunds. Growing Gardens retains the right to terminate Program Participants at any time for any reason within its sole discretion, including for failure to comply with these Rules or for failure to positively participate in the Program. Growing Gardens will

not offer any refunds to Program Participants who have been terminated from the Program.

Plot Assignment

At the start of each growing season, Growing Gardens determines which garden plots are assigned to Program Participants. While Growing Gardens strives to have Program Participants renew the same garden plot from year to year, this is not guaranteed and remains at the discretion of Growing Gardens. Growing Gardens makes the final decision as to which participants are eligible to renew their registration in the Program taking into account factors that include (but are not limited to) community impact, Program participation, plot and pathway maintenance, and compliance with these Rules. Where feasible and practical, Growing Gardens will work with Program Participants who wish to move to a new plot or plots within the Program. In an attempt to maintain a safe, harmonious and enjoyable experience in the Community Garden Program, Growing Gardens reserves the right not to renew the plot of a gardener who has been a disruption to the Community Garden Program, regardless of whether or not they have been placed on probation or suspension during the course of the year. Growing Gardens reserves the right to move gardeners to different plots on a garden property or to different garden locations, as necessary to maintain an adequate balance between the properties, to accommodate different property initiatives, programming and other community or resource needs and to attempt to reduce conflicts within the Program.

Positive Community Engagement

Cultivating community through regenerative urban agriculture Growing Gardens' mission. Consequently, participants in the Program are expected to engage with Growing Gardens, Garden Leaders and each other in a way that fosters and supports a positive Program community. While participating in the Program, individuals are expected to consider the impact that their behavior and decisions have on their plot neighbors, and on the Program community as a whole. Individuals participating in the Program do so in the capacity of stewards, not owners.

Community Service Requirement

In addition to regular plot and pathway maintenance as outlined herein, **by November 15th** each gardening season, Primary Gardeners must complete four (4) hours of Community Service (regardless of plot size), and record those hours using the link on Growing Gardens' website. Growing Gardens will not accept Community Service hours not recorded **by November 15th**. Examples of activities available to complete the Community Service requirement include (but are not limited to):

- Assist an injured or ill gardener to maintain plot or pathways
- Maintain garden toolshed, tools or wheelbarrows
- Volunteer at Growing Gardens events / volunteer days / garden workdays
- Organize a food donation program
- Volunteer in the Growing Gardens Office

Primary Gardeners without access to the internet can call the Growing Gardens Office to report the following information relating to completed Community Service: name, plot number, task(s) completed, date completed, and number of hours. If the Primary Gardener does not complete and record four (4) hours of Community Service **by November 15th**, Growing Gardens will invoice the Primary Gardener for the incomplete or unrecorded hours at a rate of \$22 per hour. Primary Gardeners are responsible for ensuring that either the required hours are completed and reported by the deadline, or that the invoice for incomplete and unreported hours is paid in full **by November 30th**. Primary Gardeners will not be able to register for the following year's season until outstanding invoices are paid.

Sharing Surplus Produce

Several gardens in the Program have a food donation effort that is organized by one or more Program Participants. For more information on whether your garden has a program to share surplus produce, please contact your Garden Leader. PLEASE NOTE THAT IT IS NOT PERMITTED TO SELL PRODUCE PRODUCED FROM COMMUNITY GARDEN PLOTS.

GARDEN REGULATIONS

1) Plot and Pathway Regulations

Plot Worked and Maintained

Primary Gardeners are expected to have a worked, weeded, reasonably maintained plot all gardening season. Growing Gardens will consider a plot to be worked and reasonably maintained if: a majority of the plot is planted in productive agriculture; plants are regularly cared for, pruned, watered and harvested; weeds in the plot are kept under control and not going to seed; pathways around the plot (see "Path Maintenance") are unobstructed and free of weeds; and vegetation does not exceed plot boundaries, or shade out a neighboring plot.

End-of-Season Plot Shut Down

To shut down a plot for the season, **by November 15th**, Primary Gardeners should:

- Remove non-overwintering vegetation from the plot, especially weeds, (perennials and overwintering vegetables can stay) and place in community compost bins;
- Clear any substantial piles of vegetation in the garden - as rodents may move into these over the winter. Cutting and leaving a thin layer of vegetation or mulch on the soil can help reduce erosion, build soil health, and provide pollinator habitat;
- Clear the half of pathways surrounding the plot of all plants and obstructions;
- Remove any bags (plastic or otherwise) of leaves in the plot;
- Coil hoses and remove splitters and timers from the plot and the spigot;

- Securely stake any drip irrigation into the ground or remove; and
- Secure tomato cages, garden stakes, row coverings, walls of water or other garden accessories if they are left in the plot.

Please note the manner in which Primary Gardeners shut down plots for the season will impact their eligibility to re-register for the following year's gardening season.

Plot Neglect / Abandonment

If Program Participants have not begun to work the plot and control weeds **by April 15th**, and have not received written permission from Growing Gardens to extend the deadline by which to start gardening, Growing Gardens will consider the participant to have abandoned the Program and will re-assign the plot, with no refund given. If, during the gardening season, a Primary Gardener becomes unable to maintain or keep the plot, the Primary Gardener must notify the Garden Leader within ten (10) days. In the absence of communication from the Primary Gardener, Growing Gardens reserves the right to consider a neglected plot to have been abandoned and may re-assign the plot in its sole discretion.

Path Maintenance

Pathways around each plot are to be no less than four (4) feet wide. Each Primary Gardener is responsible to keep 50% of the pathways surrounding the assigned plot clear of personal items / obstructions and free of weeds. This 50% refers to the half of the pathway closest to the Primary Gardener's plot on all sides. In gardens with gravel pathways, putting mulch or planting clover is not permitted as an acceptable means of weed control. In all gardens, Planting in the pathways is prohibited. Growing Gardens reserves the right to enforce pathway maintenance as it sees fit.

Composting

Personal composting bins are not permitted in garden plots or Program common areas. Growing Gardens provides compost removal containers at each garden for all compostable garden waste. Program Participants should not overfill compost removal containers or leave piles of compost material in front of them. If the containers are full, Program Participants should notify a Garden Leader or Growing Gardens and keep compost materials piles in their plots until the compost removal containers have been emptied.

Trash

Growing Gardens arranges for trash collection services at Hawthorn and Foothills Community Gardens. Program participants should place all trash in the trash bins at these facilities, and pack out trash at other garden sites. It is prohibited to keep trash in plots or immediately outside plots. Lumber, fencing, and other non-organic materials create a habitat for rodents and should not be left stacked or unused in or around the garden.

Manure Application

If a Program Participant applies manure to a plot, the manure must be “aged”, immediately watered down, and thoroughly worked into the soil within forty-eight (48) hours of delivery.

Mechanized Equipment

Per city zoning regulations, no Program Participant shall operate mechanized equipment including, without limitation, lawn mowers, roto-tillers, garden tractors or motorized weed trimmers, in the Program property between the hours of 8:00 pm and 10:00 am Saturday and Sunday.

Weeds

Program Participants must not allow weeds to become invasive or go to seed in the Program property. Primary Gardeners whose plots have too many weeds or have weeds gone to seed will receive a Garden Warning from Growing Gardens or the Garden Leader. For details regarding Garden Warnings, please reference the “Plot Maintenance or Vehicle Violation Notification” under Procedures in the Conduct Regulations section of the Program Rules.

Organic Only

Herbicides, insecticides and fertilizers made from synthetic chemicals are NOT permitted.

Fences

Fences around plots are not allowed at Foothills, Fortune or Hickory. Well-maintained fences are permitted around plots at Hawthorn Community Garden. Fences cannot block sun from neighboring plots, exceed plot boundaries or violate pathway requirements. No barbed wire or other hazardous materials may be used on, in or around a plot or its fencing.

Permanent Garden Structures

Program Participants are prohibited from building permanent structures inside or adjacent to garden plots. Temporary trellising, hoop row coverings or cold frames are allowed as long as they do not exceed six (6) feet in height or exceed a footprint of three (3') feet x three (3') feet. All trellising, hoop row coverings or cold frames must be contained entirely inside the plot, secured, removable if needed, and must not shade a neighboring plot. Growing Gardens reserves the right to review any existing structure in the Program to assess its safety as a structure or its potential to block sun from a neighboring plot. If requested by Growing Gardens, Primary Gardeners must remove the structure within seven days or another agreed upon timeframe.

Garden Accessories

Only garden-related items are allowed in the Property. Minimal seating (several chairs or a bench) is acceptable in each plot. Growing Gardens reserves the right to review

any gates, art, etc. not specifically used for gardening, and may request Principal Gardeners remove accessory(ies) from the plot.

Water & Hoses

Program Participants should conserve and control use of water. Given Colorado's dry, arid climate, Growing Gardens recommends Program participants use drip irrigation in plots.

Drip Irrigation: Drip irrigation (or watering by hand) can be done at any time. Keep hydrants in the "off" position when drip systems are not in use. Use Teflon tape at all connection points between hydrants, timers and hoses to prevent leaking and cracking of plastic parts when tightened, and check for leaks on a regular basis.

Sprinkler Irrigation: Program Participants are prohibited from leaving sprinklers or hoses running unattended or from using sprinkler irrigation between the hours of 10am and 6pm. Growing Gardens or Garden Leaders reserve the right to turn off any sprinklers used in violation of this regulation.

Prior to May 15th and after September 15th, all hoses, drip irrigation and timers must be disconnected by 4pm and remain disconnected overnight unless otherwise directed by Garden Leaders and/or Growing Gardens to prevent potential damage to water systems due to nighttime low temperatures.

Not Allowed in the Gardens

Marijuana or hemp cultivation, bee hives, tires, pressure treated wood, carpet, barbed wire, plastic lined beds or pathways, plastic or rubber mulch, audible music (use headphones please), selling produce, unleashed pets and unsupervised children are not allowed in the gardens. Smoking of any kind, vaping and chewing tobacco is not allowed in the gardens or within fifteen (15) feet of the garden perimeter. Growing Gardens will review existing trees in the Program on an ongoing basis, and may retain or remove trees as it sees fit. Program Participants may not plant any new trees nor may Program Participants remove existing trees.

Tools

Growing Gardens provides tools and wheelbarrows on site for Program Participants' use. Growing Garden provides Program Participants with the tool shed code during garden plot registration. (Garden Leaders can provide the code to Program Participants during the season.) Program Participants are expected to use each tool for its intended purpose, clean and return tools to their proper storage place after use, and let a Garden Leader know if a tool needs repair or attention. Program Participants may not store communal tools or wheelbarrows in their plots. Growing Gardens is not responsible for any damage or injury caused to Program Participants or their Guests by use of the Program's tools or wheelbarrows or of any personal tools. If needed, ask other gardeners about the correct use of tools

Other

Growing Gardens cannot anticipate every gardening situation, but it is within its discretion to create, interpret and enforce Rules as situations arise in the best interest of the Program.

2) Vehicle Access Regulations

Foothills & Fortune Gardens:

NO vehicles are allowed in Foothills or Fortune Gardens.

Hickory Gardens:

Program Participants may use the garden driveway to load or unload supplies at Hickory Gardens, and park on Hickory Avenue when finished loading or unloading.

Hawthorn Gardens:

Program Participants may drive into Hawthorn Gardens to load or unload supplies only. After loading or unloading, Program Participants must remove vehicles from the garden and park in the greenhouse parking area or on city streets surrounding the garden. Program Participants are prohibited from parking within the gardens, near the shade structure, near the raised beds to the east of the community gardens or anywhere else that is not the greenhouse parking area. Vehicles may only enter Hawthorn Gardens via the entrance located on Hawthorn Avenue, and are only permitted beyond the greenhouse parking area when road access to the garden is open.

The road into Hawthorn Garden is open on weekends **between March 15th - November 15th** (weather permitting and at Growing Gardens' discretion). The road will not be open on days where there is a special event at Growing Gardens. There will be no weekday access to the road.

Growing Gardens may give special permission to Program Participants for access during the week after 4pm based on mobility challenges. Program Participants with mobility challenges and a State Issued Disabled Parking Permit can check with the Growing Gardens Operations Manager about an accommodation. Growing Gardens reserves the right to evaluate each request to determine the legitimacy of the request.

Cars are never permitted to drive on the bike paths or the internal garden pathways. Drivers are expected to not exceed five (5) miles per hour when driving on Growing Gardens property. Individuals who violate the vehicle regulations are subject to receiving a Garden Warning.

For details regarding Garden Warnings, please reference the "Plot Maintenance or Vehicle Violation Notification" under Procedures in the Conduct Regulations section of the Program Rules.

Other

Growing Gardens cannot anticipate every vehicle situation, but it is within its discretion to create, interpret and enforce Rules as situations arise in the best interest of the program.

3) Conduct Regulations

Program Participants are encouraged to dress in a manner that is thoughtful of the public, the communal nature of the garden sites and appropriate for interaction with youth programming activities that may be happening at the site.

It is the duty of Program Participants to ensure they have provided Growing Gardens with up-to-date contact information and their preferred method of contact (phone or email). Program Participants who fail to respond to, or willfully ignore, two (2) or more requests made by Growing Gardens representatives or Garden Leaders may be placed on Probation. Program Participants who fail to respond promptly to Growing Gardens or Garden Leader requests, or who do not remedy violations in a prompt manner, will be placed on probation.

No Program Participant shall:

1. Steal, damage, or misuse any Growing Gardens property or the property of another Program Participant or Guest.
2. Smoke any substance of any kind including, but not limited to: smoking cigarettes, e-cigarettes, vaping or marijuana. Chewing tobacco is not allowed in the gardens or within fifteen (15) feet of the garden perimeter. Tobacco may infect plants and spread the tobacco mosaic virus.
3. Commit harassment of any person including:
 - a. Laying a hand upon, shoving, striking, or threatening another Program Participant, Guest, Garden Leader or Growing Gardens representative.
 - b. Engaging in obscene gestures, objectionable demonstrations
 - c. Using foul language (swearing)
 - d. Conducting abusive verbal attacks upon another Program Participant, Guest, Garden Leader or Growing Gardens representative.
4. Commit indecent exposure.
5. Bring a "weapon" into the gardens. Legal knives with blades no longer than 3 ½ inches in length are not weapons when used as gardening tools. This prohibition does not apply to police officers carrying service weapons in accordance with their department's policies.
6. Possess or sell illegal drugs in or around the gardens.
7. Fail to leave any portion of the gardens immediately upon being told to do so by a Growing Gardens representative or landowner or land manager.
8. Fail to involve in a timely manner a Garden Leader or Growing Gardens representative in a dispute with another Program Participant
9. Disturb other Program Participants, Guests or Growing Gardens representatives so as to substantially interfere with their use of the gardens or constitute a general

nuisance. Disturbances may arise from inappropriate use of personal equipment including, but not limited to: cellular phones, computers, radios, music players, MP3 players, and conversations which contain any offensive utterance, gesture, or display, which tends to incite an immediate breach of peace. Program Participants who yell, harass, or are disrespectful of Growing Gardens representatives, Garden Leaders, vendors or other Program Participants or their Guests will also be considered a disturbance.

10. Solicit donations of money or anything of value or sell or take orders for anything of value in any garden with the exception of persons who have entered the gardens in order to conduct a commercial transaction with Growing Gardens.

11. Enter the garden while that individual's abilities are impaired to the slightest degree by alcoholic beverages, marijuana or illegal drugs or remain in the garden in such a state of impairment.

Other

Growing Gardens cannot anticipate every conduct situation, but it is within its discretion to create, interpret and enforce Rules as situations arise in the best interest of the program.

4) Procedures to Enforce the Rules

Growing Gardens uses a four-tiered system to enforce compliance with its Rules. Notwithstanding the below, Growing Gardens has the right to terminate an individual's participation in the Program for any reason and within its sole discretion. Growing Gardens staff, property landowners, or property managers may intervene to prohibit any activity or behavior that appears to present an immediate danger to staff, gardeners, or any other person on the property. Growing Gardens may alert the landowner or land manager of any Program Participant who violates the Rules. Program Participants' acknowledgement of these Procedures will be kept on file along with their application to participate in the Program. Growing Gardens will also keep a copy of all Policy or Regulation violations as notified per the below in addition to other relevant communications. All violations of the Rules by Guests of Program Participants shall be deemed to be violations of the Rules by the Program Participant itself and the below enforcement procedures shall apply.

1. Rule Violation Notification

a. Notification: "Garden Warning" – Growing Gardens will issue a Garden Warning email or letter (when an email address is not available) to a Program Participant whose plot is not in compliance with the Regulations or in the case of a Program Participant's violation of the Policies. The Garden Warning will specify the Regulation or Policy that is currently in violation.

b. Steps to Remedy the Violation – The Program Participant must remedy the specified violation within seven (7) days of the date that Growing Gardens sent the Garden Warning. If a Program Participant is not able to remedy the violation prior to the deadline, the Program Participant must contact Growing Gardens before the deadline to request an extension. Growing Gardens will review all cases individually and make the final decision regarding the extension request within its sole discretion depending on the circumstance. In the case the violation is not remedied within the seven (7) day period and no extension was granted, then it is assumed the Program Participant has forfeited his or her right to the plot and the plot may be suspended within the discretion of Growing Gardens pursuant to the Suspension Provision outlined below. Any Program participant who receives two (2) Garden Warnings in one gardening season will be placed on Probation as detailed below.

2. Probation

a. Definition – Growing Gardens may place any Program Participant who 1) fails to remedy their Garden Warning violation by the deadline or; 2) receives two (2) or more Garden Warnings in one growing season, on probation. During this time, the Program Participant is allowed to remain in the Program for the remainder of the gardening season with the expectation that he or she will comply with the Rules and the violation has been immediately remedied. Probation may be lifted at the end of the gardening season so long as the Program Participant is in compliance with the Rules at that time.

b. Notification – A Program Participant placed under probation will be notified by Growing Gardens of the probation immediately via the preferred contact method. Growing Gardens staff will alert the Garden Leader(s), landowner, and land managers of the violation and the actions being taken by Growing Gardens.

c. Remedy of the Violation – A Program Participant on probation can continue to garden in the plot as long as 1) the applicable violation has been remedied and 2) he or she continues to comply with all of the Rules. If the Program Participant violates their probation by violating any Rule before the current gardening season expires, he or she will be immediately suspended for the duration of the gardening season.

d. Dispute of Probation – Program Participants who believe they have been unfairly placed on probation may dispute the probation within seven (7) days of the date notification of the probation by Growing Gardens. Disputes must be submitted in writing to the Growing Gardens Office and must include detail as to why the Program Participant should not be placed on probation, concrete evidence and/or eye-witness accounts showing that any violation leading up to the probation did not occur or, explain

the circumstances of such violation. Growing Gardens will review this information on a case-by-case basis and reserves the right to make final decisions regarding the probation within its sole discretion.

3. Suspension

a. Definition – Any Program Participant who 1) violates probation; 2) violates a Rule and receives a Garden Warning twice within a period of two (2) gardening seasons; or 3) violates a Rule in a manner that Growing Gardens deems extreme, may be suspended from the Program. A suspended individual cannot participate in the Program for the remainder of the gardening season and will not receive a plot refund. Growing Gardens may reassign the garden plot at its sole discretion. If the suspended individual does not comply with the suspension, he or she will be terminated from the Program and will not be allowed to apply for participation in the Program in the future.

b. Notification – Suspended Program Participants will be notified by Growing Gardens of the suspension immediately via their preferred method of communication (phone or email). Growing Gardens will alert the Garden Leader(s), landowner, and land managers of the violation and the actions being taken by Growing Gardens.

c. Effect of Suspension– A suspended Program Participant will have the opportunity to clear the plot and collect their belongings within seven (7) days of the date of notification of the suspension. After seven (7) days, any items that remain in the plot shall become property of Growing Gardens and will be disposed of, donated, or reassigned within Growing Gardens' discretion. An individual who is suspended from the Program may apply to participate in the Program in future growing seasons, however, eligibility to return to the Program shall be determined within the sole discretion of Growing Gardens and shall depend on the severity of the violation leading to the suspension.

d. Dispute of Suspension – Program Participants who believe they were unfairly suspended may dispute the suspension within three (3) days of the date of notification of the suspension by Growing Gardens. Disputes must be submitted in writing to the Growing Gardens office and must include detail as to why the Program Participant should not be suspended, visual evidence and eye-witness accounts showing that any violation leading to the suspension did not occur or explain the circumstances of such violation. This information will be reviewed by Growing Gardens on a case-by-case basis and Growing Gardens reserves the right to make final decisions regarding the suspension within its sole discretion. In the case that Growing Gardens determines that the Program Participant's suspension will be lifted, the individual will be able to finish the current gardening season and be eligible to participate in the following gardening season but will remain on probation during the same. Growing Gardens may require Program Participants to participate in mediation services and/or other dispute resolution activities in addition to agree to additional participation terms to continue in the Program.

4. Termination

a. Definition – If a Program Participant does not comply with his or her suspension, or if Growing Gardens determines, in its sole discretion, that the individual creates a public safety hazard, creates an unsafe environment or acts in a manner that is contrary to the spirit of the Program, Growing Gardens may immediately terminate the individual from the Program. Terminated individuals will not be allowed to reapply for participation in the Program at any point in the future.

b. Notification – Terminated individuals will be notified by Growing Gardens of their termination via (a) an email address supplied by the Program Participant when he or she registered for the plot or (b) a warning posted on the garden plot, or (c) a written letter of termination. Growing Gardens will alert the Garden Leader(s), land owner, and land managers of the violation and the actions being taken by Growing Gardens.

c. Effect of Termination – An individual who is terminated from the Program will not be given the opportunity to remedy any non-compliance and the Program Participant must immediately remove his or her personal items from the plot. Terminated individuals will not be allowed to return to the garden property. All items that remain in the plot seven (7) days after termination will become property of Growing Gardens and will be either disposed of, donated, or reassigned within Growing Gardens' discretion. Seven (7) days after the date of termination notification, Growing Gardens will reassign the plot.

d. Dispute of Termination – If a Program Participant believes he or she was unfairly terminated from the Program, he or she may dispute the termination within three (3) days of the date of notification of termination. Disputes must be submitted in writing to the Growing Gardens Office and must include detail as to why the Program Participant should not be terminated, visual evidence and eye-witness accounts showing that any violation leading to termination did not occur or explain the circumstances of such violation. This information will be reviewed by Growing Gardens on a case-by-case basis and Growing Gardens reserves the right to make final decisions regarding the termination within its sole discretion. In the case that the Growing Gardens determines that the gardener's termination will be lifted, the Program participant may be able to finish the growing season but will remain on probation during the same. Growing Gardens may require the Program Participant to participate in mediation services and/or other dispute resolution activities in addition to agree to additional participation terms to continue in the Program.

5. Renewal

- a. Program Participants are eligible to renew in the Program in January of each year. While Growing Gardens strives to have Program Participants renew the same garden plot from year to year, Growing Gardens does not guarantee that Program participants will be able to renew the same plot.

- b. Program Participants who have been subject to disciplinary action by Growing Gardens during the previous gardening season may be eligible to renew in the Program in January within the Growing Gardens sole discretion, subject to the nature of the Rules violation and the status of the Program Participant with the Program
- c. In an attempt to maintain a safe, harmonious and enjoyable experience in the Program, Growing Gardens reserves the right to not renew the plot of a Program Participant who has been a disruption to the Program, regardless of whether or not the Program Participant has been placed on probation or suspension during the previous gardening season.
- d. Growing Gardens reserves the right to move Program Participants to different plots on a garden property or to different garden locations, as necessary, to maintain an adequate balance between the properties, to accommodate different property initiatives, programming and other community or resource needs, and to attempt to reduce conflicts within the Program.

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