



**GROW BEACH UNIVERSITY GARDEN**  
**Gardener's Application and Agreement**  
 On Garden Use, Waiver of Liability, Release and Indemnification  
 PLEASE PRINT

<b>Gardener's Name:</b>	<b>E--_mail:</b>
<b>Address:</b>	<b>Emergency Contact:</b>
<b>City and State:</b>	<b>Phone/Other Contact Information:</b>
<b>Phone:</b>	
<b>I am a:</b> <input type="checkbox"/> Student <input type="checkbox"/> Faculty <input type="checkbox"/> Staff <input type="checkbox"/> Other * (describe) _____	

Welcome to the Grow Beach University Garden (the "Garden"), a project of Associated Students, Incorporated (ASI), in collaboration with California State University, Long Beach (CSULB) and the College of Health and Human Services. This document is ASI's legal contract with the Gardener ("You") and your co-Gardeners, if any.

**1. TEMPORARY RIGHT TO GARDEN**

**1.1 Rental Fee**

By signing this document, you agree to pay the following garden box rental fee(s):

Student:                     \$25 per calendar year

Faculty/Staff/Alumni:     \$50 per calendar year

\*\*Academic year begins on the first day of fall semester and ends on last day of spring semester. Please refer to the CSULB Academic Calendar

- By paying this rental fee you are entitled to use of the common tools, water for gardening, composting, waste disposal and such other amenities as ASI may create.
- Garden box rental does not automatically renew. Applications must be resubmitted at the end of every academic year during the time specified by the Grow Beach Project Committee.
- You understand that the Garden may increase rental fees for future periods.
- When assigned, the location of your garden box will be identified on the official Garden map.

**1.2 Designation of Co-Gardeners**

You hereby designate the following people (up to 2) as Co---Gardeners, allowed to garden your plot with or without your presence. You may remove them at any time by striking a line through their name:

Name \_\_\_\_\_ Signature \_\_\_\_\_

Student       Faculty       Staff       Other (describe) \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Student       Faculty       Staff       Other (describe) \_\_\_\_\_

\* Alumni, retired staff and faculty emeriti will be permitted as space provides.



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All Co---Gardeners must give their names and signatures above, are collectively and severally bound by this Agreement, and agree that you are the designated contact for all business correspondence from the Garden. Co-Gardeners must be students, faculty, or staff of CSULB, unless otherwise authorized in writing by ASI.

**1.3 No Refund**

You understand that garden box rental fees and any expenditure you or your Co---Gardeners make on your box or on the Garden are non---reimbursable, even if the Garden terminates all of your right to garden the plot. You understand that only you and your Co---Gardeners have any rights under this Agreement.

**1.4 No Transfers.**

No one unaccompanied by you and your indicated Co---Gardener(s) is allowed into the Garden. No one other than you and your indicated Co---Gardener(s) are allowed to use any Garden equipment or access non---public areas of the Garden, without a specific written agreement with the Garden.

**2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS**

**2.1 Awareness of Risk**

You and your Co---Gardeners ("you all") 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 any of you, other gardeners, the Garden, or the owner of the property on which the Garden is located (the State of California). The risks could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, the weather, or other environmental or local conditions. You all understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.

**2.2 Assumption of Risk and Waiver and Release of Claims**

You all agree to assume the risk of harm even if the potential harm is caused by someone else. You all waive and release all claims against the State of California, the Trustees of the California State University, California State University, Long Beach (CSULB), CSULB Associated Students, and their employees, officers, directors, volunteers and agents (all of which are referred to hereinafter as the "Released Parties") for any losses, or damages resulting from death, injury, or property damage to any of you or to any property that occurs while any of you is in the Garden.

**2.3 Medical Care Waiver**

You all waive and release any claim against the Released Parties arising out of any first aid, treatment, or medical service, including the lack of such or timing of such, given in connection with any of your participation in the Garden. You all understand that none of you is covered by or eligible for any insurance, health care, workers' compensation, or any other benefits maintained by ASI or CSULB.

**2.4 Indemnification**

You all agree to hold the Released Parties harmless for any damages or losses suffered by any of you, or by your guests, that are caused by the Released Parties' actions; and further, you all agree to indemnify and pay all Released Parties' attorneys' fees and related costs defending against any such claims of damage or loss.

**2.5 Publicity**

You all agree to allow the Garden or ASI to take photographs, videotapes, film or other visual or auditory recordings of any of you in connection with your or your guest's participation in the Garden, and to publish these and any interviews that any of you may grant in any medium including the Internet. You all agree that the finished project does not depend on any of your inspection or approval, and that none of you is entitled to any compensation for said product.



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**3. TERMINATION**

**3.1 Failure to Comply with Agreement or Garden Rules**

You all confirm that you have read a copy of the Garden Rules attached to this Agreement and that each of you will comply with them. If you or any of your Co--Gardeners fail to follow this Agreement or the Garden Rules, the Garden can terminate your right to garden the box. If your right to garden the box is terminated, so is the right of all your Co-Gardeners. Prior to terminating your privileges, you will be notified in writing at the email address indicated above, with a statement of the grounds for the proposed termination. If the problem is not promptly corrected, or if satisfactory arrangements are not made with the Garden for the correction of the problem, your Garden Box will be considered open and available for reassignment to others. The Garden may be contacted at the address/E--mail/phone listed above with any questions or concerns.

**3.2 Termination of Lease**

If CSULB terminates ASI's lease for the land where the garden is located, your right to garden will end. CSULB can terminate our Lease at any time. We will notify you if CSULB terminates the Lease.

**4. OTHER PROVISIONS**

**4.1 Entire Agreement, Severability and Modification**

If any part of this Agreement is ineffective, the remaining portions of the Agreement remain in effect. Any changes to this Agreement must be in writing and signed by you and by an ASI representative.

**4.2 Third--Party Beneficiaries**

You all understand that CSULB is an "express third party beneficiary," and that this Agreement therefore gives CSULB a right to enforce Sections 2 and 3.2 of this Agreement by taking you or any of your Co--Gardeners to court.

**GARDENER**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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 OFFICE USE ONLY

**GARDEN REPRESENTATIVE (Grow Beach Project Committee Chair)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GROW BEACH FACULTY ADVISOR**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT: Garden Rules**



**GROW BEACH UNIVERSITY GARDEN  
Associated Students, Incorporated  
California State University, Long Beach**

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# GARDEN RULES

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## WELCOME STATEMENT

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Welcome and Congratulations! You are not just renting a garden box, but becoming part of a community! As a member of the community, you are committing to caring for the space and participating in events to help take care of the garden. As a community of higher education, we would also like to host workshops about sustainable gardens for the greater community, campus and beyond.

Grow Beach University Garden (Grow Beach) is a program of the Associated Students, Incorporated (ASI) a nonprofit corporation serving the students of California State University, Long Beach (CSULB) in collaboration with the College of Health and Human Services. The garden is located on land that is leased from CSULB, and the university requires that ASI publish and maintain Garden Rules that conform to the lease and regulations governing the campus.

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## INTRODUCTION

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The goal of Grow Beach is to provide a safe and attractive environment for students, faculty, and staff (hereinafter referred to as “Gardeners”) who desire a place to grow edible produce and beneficial flowers. The purpose of the Garden Rules is to maintain a neat and productive garden and provide a pleasant atmosphere for all persons in the garden. This document is an agreement between all Gardeners and ASI.

Prior to being allowed access to the garden, every Gardener must sign a legal agreement (Grow Beach Gardener’s Agreement) to comply with the following Rules. By agreeing to and signing the separate gardener’s agreement, Gardeners also agree to all the following rules.

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## GARDEN PURPOSE

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The garden boxes at Grow Beach are to be Kitchen Vegetable Gardens, not ornamental, decorative, meditation, flower, or income gardens. This is not an extension of your backyard, patio, flowerbed or home garden. The primary factor that distinguishes a kitchen vegetable garden from other types of gardens is that the plants are specifically selected, planted and grown for eating. Flowers planted in the garden are for the beneficial properties that they can contribute to the gardens (e.g., flowers attract bees for pollination and beneficial insects to combat undesirable pests). Variances of these restrictions may be granted to student organizations for specific educational purposes at the sole discretion of ASI.

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## ELIGIBILITY REQUIREMENTS

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- A. To become a Gardener and maintain gardener status, you must:
1. Be a current student, faculty, or staff member of California State University, Long Beach. Alumni, retired staff, and faculty emeriti will be included as space provides.
    - i. Proof of university affiliation must be provided at the time of admittance.
    - ii. A valid CSULB Identification Card will be an acceptable form of verification.
  2. Sign a Grow Beach Garden Agreement and abide by the current Garden Rules of the Grow Beach University Garden.
  3. Pay your garden box rental fees in full (*refer to Fees section*).
  4. Be assigned a garden box and actively garden said garden box.

B. Special Notes Regarding Eligibility

1. In order to become familiar with how the Garden functions and your responsibilities as a Gardener, new Gardeners must attend an orientation led by a Grow Beach Project Committee representative.
2. You may be assigned only one garden box, unless otherwise authorized by ASI.
3. Garden boxes are assigned by ASI and cannot be transferred, exchanged or sublet to another person. Garden boxes may only be reassigned at the discretion of ASI.
4. You must keep ASI notified of your most current e-mail address and telephone number. Any correspondence sent to a gardener's e-mail address on file will be considered delivered.
5. If you graduate, withdraw, or separate from employment or enrollment with California State University, Long Beach, you must inform ASI immediately and relinquish the garden box.

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## ACCESS TO THE GARDEN

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The garden is open and accessible all year. You may be in the garden from dawn (beginning of Civil Twilight) to dusk (end of Civil Twilight). ASI will give each gardener a code to open the main entrance gate lock. On leaving the garden, you are responsible for locking the same gate if there are no other individuals in the garden. You must follow any additional security guidelines that may be announced by the Grow Beach Project Committee. You are responsible to provide up-to-date contact information so you can be notified if the combination or lock-up procedure is changed.

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## GARDENER CODE OF CONDUCT

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A. Gardeners must:

1. Be civil, honest and cooperative in dealing with Grow Beach members, volunteers, Garden Coordinators, surrounding neighbors, other gardeners, and guests of other gardeners.
2. Display valid CSULB parking passes when parking on campus in all gardener and guest vehicles. Failure to observe parking regulations may result in your car being ticketed.
3. Maintain responsibility for personal guests and ensure guests follow the Garden Rules.
4. Abide by the Grow Beach hours of operation.
5. Read bulletin boards, mail, and emails for current information.
6. Use the emergency gate only in case of emergency.
7. Supervise children and stay with them at all times while in the garden.
8. Properly use the equipment and tools provided by ASI and return them CLEAN to their proper place in the storage shed.
9. Return EMPTY wheelbarrows and carts to the storage shed.

B. Gardeners must **NOT**:

1. Sell or use garden produce for profit or commercial use, unless otherwise authorized by ASI.
2. Tamper with another gardener's box without written permission. Removal of any item (crop, plant, tool, etc.) that is not your own personal property is considered theft and cause for permanent loss of membership.
3. Use any fertilizers or pesticides other than those approved by Grow Beach. No synthetic/chemical herbicides, pesticides, fungicides, or synthetic fertilizers are permitted on the site.
4. Destroy or damage any property of ASI or the Grow Beach.
5. Bring animals to the garden, with the exception of legally registered Service animals for the disabled. This includes leaving pets in vehicles or leashing them to gates, posts, fences, etc.
6. Provide food or water for any wild animals or birds.
7. Allow children to wander into garden boxes or common areas.
8. Smoke while on the garden premises.
9. Consume or use alcoholic beverages or illegal drugs while on the garden premises, bring them onto the garden premises, or come into the garden while under the influence.
10. Carry, use or store firearms of any kind in the garden.
11. Engage in sexual relations or overt sexual behavior while in the garden.
12. Start or maintain a campfire, burn weeds, or use a barbecue grill or any type of cooking in the garden.
13. Play loud music or the radio loud enough to be a nuisance to other gardeners or the garden's neighbors.

## GARDEN BOX REQUIREMENTS

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The garden consists of 96 - 5'x 5' raised boxes organized in rows of four. You may only use the box assigned to you. You may not alter the dimensions of your box.

A. Gardeners must:

1. Be responsible for the planning and management of their own boxes, including providing seeds, plants, fertilizer, and any other tools not provided by Grow Beach.
2. Keep garden boxes completely planted and harvested with new vegetables of the season. Gardens must be planted with at least 80% edible crops, thus allowing the remaining 20% of your garden box for the inclusion of flowers or other plants that have beneficial properties that they can contribute to the gardens (e.g., flowers attract bees for pollination and beneficial insects to combat undesirable pests). Note: If an item is used as a support for growing crops (bean pole, tomato cage, trellis, etc.), it is considered part of planted crop. If not in use, it must be removed.
3. Remove weeds and grasses and trim or remove all diseased and/or pest-infested plants to avoid spread of disease and weeds and take reasonable steps to prevent and control diseases and pests.
4. Keep crops trimmed and out of pathways.
5. Only hand water and conserve water at all times. No drip systems, oscillating sprinklers, diffusers, or soaker hoses are permitted in garden boxes unless installed by ASI.
6. Place trash and refuse from your garden into the trash bins provided. If trash bins are full, keep trash in your garden box until bins are empty. Any wood trash must be cut to fit inside the bin. When finished emptying trash, be courteous and clean up crops/trash around the bin.
7. Follow Grow Beach Planting Guide recommendations (obtain from ASI or the Grow Beach website).
8. Arrange for someone to take care of your garden box when necessary (i.e., medical issues, vacation, etc.). Grow Beach is not responsible for the upkeep of any gardener's assigned garden box. Gardeners bear the responsibility for maintaining their garden, regardless of personal issues.
9. Report any violations of these rules to ASI or a member of the Grown Beach Project Committee.

B. Gardeners must **NOT**:

1. Plant more than 20% of garden box in beneficial flowers.
2. Use any type of glass or any pressure-treated wood in the garden.
3. Raise the soil level in their garden box more than 1-2 inches below the garden box border.
4. Leave crops/trash in a wheelbarrow (either at a dumpster or next to your garden box); do not bring trash/garbage from home or other areas outside of the garden and put into dumpsters.
5. Plant any plant which requires growing space in excess of 10 square feet.
6. Grow any plants considered illegal under state **OR** federal law. For example, even though it may be lawful for medical purposes under state law, you may not grow Cannabis sativa (marijuana), because it is currently illegal under Federal law.

## EQUIPMENT AND PLANTS

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A. Gardeners are not allowed:

- a. Plantings or plant-supporting structures whose height, material, or density impede the security of the Garden or impede adjacent gardeners' access to sunlight, specifically any plant or plant-supporting structure that extends more than 3 feet above the soil surface.
- b. Planting in containers of any type other than the provided container box.
- c. Containers that hold standing water and facilitate a possible habitat for breeding mosquitoes and other insects, including plastic bags.
- d. No worktables are allowed in garden with the exception of those provided to ensure ADA compliance.

B. The following vegetables or plants are **NOT ALLOWED** for use in the Grow Beach garden boxes because they are considered too invasive, poisonous, have the potential for causing plant diseases, have the potential for harboring damaging insects, or have the potential for causing physical harm:

- 4 O'clock flowers
- Any Perennial that grows over 4 feet and is considered woody
- Artichokes
- Asparagus
- Bamboo
- Butterfly Bush
- Cactus/any succulent
- Calendula
- Canna Lily
- Cantaloupe (unless trellised)
- Castor Beans
- Datura flowering vine
- Gopher Purge
- Grapevines
- Horseradish
- ILLEGAL plants
- Invasive plants
- Jerusalem Artichokes
- Lemon Balm
- Milkweed
- Mint (all types)
- Morning Glory (all types)
- Nightshade - black or white
- Passion fruit
- Petunias
- Plumeria
- Potatoes (all types)
- Rhubarb
- Roses (all types)
- Sorghum
- Squash, including zucchini, yellow, summer and gourds
- Sugar Cane
- Thorny berries (see below)
- Trees (all types)
- Volunteer Tomatoes
- Watermelon (except mini)
- Wild Dandelion

Table1. Prohibited Plants

- C. **Berry Plants** -- All berry plants are banned *except strawberries*. Banned berries include blackberries, blueberries, raspberries, or any other plant of the genus *Rubus*.
- D. **Seasonal Rule** -- All tomatoes, peppers, and eggplants must be removed from garden boxes PRIOR to December 1<sup>st</sup> and are not to be planted before March 1st of each year to reduce diseases.

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## GARDEN REVIEWS

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- A. Approximately every 1-2 weeks, a Garden Review will be conducted by members of the Grow Beach Program Committee to identify gardens not in compliance with the Grow Beach Garden Rules.
- B. Communications to gardeners regarding problems will generally be by email. Communication can range from a simple reminder to a Correction Notice or to a Notice of Termination for repeated Correction Notices (refer to Termination of Membership for more details). In all cases, a reasonable time period for correction of problems will be provided.

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## HOSE USE AND REPLACEMENT

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- A. ASI will provide hose bibs and hoses for gardeners' use.
- B. When not in use, the hoses must be stored, wound and hung properly on the hose hangers without kinks and in concentric rings.
- C. Problems with the water or hose hangers should be reported to a Grow Beach Committee member for repair.

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## COMPOST CONTAINERS AND COMPOSTING

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- A. Grow Beach will provide a composting bin.
- B. All composting must be done in the communal composting bin. Open composting on the soil is not allowed.
- C. All crops thrown in the composter must be covered with dirt or manure to deter flies, gnats, and critters. Gardeners are not permitted to utilize any meat scraps (attracts unwanted vermin) or grasses (will go to seed).

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## TERMINATION OF MEMBERSHIP (VOLUNTARY AND INVOLUNTARY)

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- A. Gardeners must notify ASI when giving up their garden boxes.
- B. A gardener in good standing who voluntarily gives up his/her box and leaves the assigned garden box "ready for the next gardener" may reapply for membership at any time.
- C. A gardener who loses membership for a minor infraction may be added to the waiting list after a one-year waiting period.
- D. A gardener who loses membership for a major infraction may permanently lose membership and may not be able to reapply or enter the garden for any reason (other than to collect belongings and clean his/her garden box).
- E. Permission to garden in the Grow Beach University Garden may be terminated if any rules (including CSULB Regulations) are broken. This action is not taken lightly by ASI but will be taken when necessary and appropriate.

- F. A gardener may be terminated for any of the following:<sup>1</sup>
1. Falsification of information
  2. Theft from any garden, gardener, Grow Beach, or ASI.
  3. Consumption of alcohol or any other illegal substance while in the garden.
  4. Failure to make requested corrections to garden box upon receipt of a Correction Notice in the specified time allotted.
  5. Excessive garden box problems -- Garden boxes receiving three Correction Notices within a twelve-month period can be terminated or placed on probation. *(The year begins upon receipt of the first notice.)*
  6. Abandoned garden box -- *By Grow Beach standards, an abandoned garden box means: no crops, no activity (planting, watering or weeding), overrun by weeds or blooming weeds/crops, crops going to waste or rotting.*
  7. Removing or destroying any property belonging to Grow Beach or ASI.
  8. Infringing on another gardener's garden box without written permission.
- G. When a membership is terminated, voluntarily or for cause, the gardener must collect personal belongings within the period stated in their termination letter or by mutual agreement between the gardener and Grow Beach. Any items left in the garden box after the agreed upon date become the property of Grow Beach to dispose of as ASI deems appropriate.
- H. New gardeners are on probation for the first 30 days and membership may be terminated for cause or Grow Beach Garden Rules violations, which includes, but is not limited to, a Correction Notice.
- I. Gardeners can appeal to ASI regarding the loss of garden boxes or other actions taken by the Grow Beach Project Committee.
1. The appeal must be written using the specified form and submitted to the Government Office, USU-311.
  2. The appeal will be heard at the next scheduled Board of Control meeting or at a special meeting called by the ASI Treasurer.
  3. The Board of Control's decision is final. Decisions could result in loss of membership, probation of one year, or other action as necessary and appropriate. Should probation be violated, loss of membership will ensue with no appeal.

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## GARDEN BOX RENTAL

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- A. Charges for rental of garden boxes will be as follows:
1. \$50 per academic year/\$40 for Summer Sessions I - III for students and student organizations
  2. \$100 per academic year/\$80 for Summer Session I - III for faculty, staff, and alumni or groups thereof.
- B. Rentals will be prorated after 1<sup>st</sup> day of each semester should a box become available, with fees subject to change.
- C. Fees must be paid in cash or by credit/debit card at the A.S. Business Office, USU-229. Checks are not accepted.
- D. All rental fees are non-refundable.

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## GROW BEACH PROJECT COMMITTEE

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- A. Through its Working Rules, the Grow Beach University Garden is self-governed project of ASI administered by the Grow Beach Project Committee under the supervision of the Faculty Advisor. California State University, Long Beach and ASI refer all issues regarding the Grow Beach University Garden back to the Grow Beach Project Committee and/or the Faculty Advisor.
- B. Under the supervision of the Faculty Advisor, the Committee's responsibilities include:
1. Assuming ultimate responsibility for the operation of the Grow Beach University Garden.
  2. Overseeing all activities of the Grow Beach University Garden.
  3. Establishing and adhering to policies that will ensure that it fulfills its ASI and CSULB obligations.
- C. Under the supervision of the Faculty Advisor, the Committee's duties include:
1. Ensuring that the needs of the gardeners are met.
  2. Monitoring the grounds of the Grow Beach University Garden and taking corrective action when necessary.
  3. Approving and evaluating programs and activities in the Garden.
  4. Planning the garden's future direction.
  5. Establishing policies to guide the operations of the Grow Beach University Garden.
  6. Establishing financial objectives and monitoring progress.

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<sup>1</sup> Examples are not limited to the above and are at the reasonable discretion of ASI.

- D. The Grow Beach Project Committee is the determining body to set and interpret the Garden Rules.
- E. The Grow Beach Project Committee will not disclose gardeners' personal information.
- F. In a garden emergency such as flooding, fire, unauthorized entry or other such events, Committee members on site may take appropriate corrective action in consideration of the welfare of the garden and/or its gardeners as a whole. If a Committee member is not on site, you should call the University Police at (562) 985-4101 or 911 in the event of an emergency.
- G. Grow Beach University Garden will provide accessible garden boxes that comply with ADA reasonable accommodation provisions.

**INFORMATION**

- A. The Grow Beach Project Committee generally meets on the first Friday of each month in the garden. Gardeners are encouraged to attend meetings.
- B. Gardeners may bring suggestions or questions before the Committee, in person or in writing by contacting the Committee Chair. Gardeners may also contact any Committee member and express concerns by e-mail at [growbeach@gmail.edu](mailto:growbeach@gmail.edu).
- C. The majority of communication between ASI and gardeners will be handled by email; therefore, gardeners are asked to provide an email address when applying for a box rental.
- D. The mailing address of Grow Beach University Garden is 1212 N. Bellflower Boulevard, Suite 311, Long Beach, CA 90815.
- E. If you have any questions about these Grow Beach Garden Rules, do not hesitate to contact a member of the Committee or the Faculty Advisor.

**CONTACT INFORMATION**

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**Sustain U Grow Beach Team:** [ASI-SustainU@csulb.edu](mailto:ASI-SustainU@csulb.edu)

**SIGNATURES**

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By signing below, I certify that I have read, understand, and will follow all Garden Rules on pages 1 through 6 of this document.

\_\_\_\_\_  
Gardner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gardener's Name (please print)

\_\_\_\_\_  
ASI Sustain U Sustainability Assistant

\_\_\_\_\_  
Date Received