

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

LEASE

**32232**

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3 THIS LEASE is made and entered, in duplicate, as of May 5, 2011, for  
4 reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting on May 3, 2011, by and between the CITY OF LONG  
6 BEACH, a municipal corporation ("Lessor"), and LONG BEACH ORGANIC, INC., a  
7 California nonprofit corporation ("Lessee"), whose address is 5115 Marina Pacifica Drive  
8 North, Long Beach, California 90803.

9 WHEREAS, Lessee is dedicated to promoting sustainable organic  
10 gardening practices and local food consumption in urban areas and providing educational  
11 programs for gardeners of all ages; and

12 WHEREAS, Lessee requires a facility from which to provide such a  
13 program; and

14 WHEREAS, Lessor desires to provide such a facility;

15 NOW, THEREFORE, Lessor and Lessee, in consideration of the mutual  
16 terms, covenants and conditions herein, agree as follows:

17 1. Lease. Lessor hereby leases to Lessee and Lessee hereby accepts  
18 "as is" and leases from Lessor the area depicted on Exhibit "A" attached hereto and  
19 incorporated herein by this reference ("Property") commonly known as Mary Molina  
20 Community Garden. Lessee acknowledges that Lessee has not received and Lessor has  
21 not made any warranty, express or implied, as to the condition of the Property or fitness  
22 for its intended or actual use.

23 2. Term. The term of this Lease shall commence on May 1, 2011, and  
24 shall end on April 30, 2014. Lessor shall have the option to extend the term of this Lease  
25 for two (2) separate, consecutive periods of three (3) years each.

26 3. Use. The Property shall be used solely for growing garden  
27 products for Lessee, its officers, directors, and members and for educational programs  
28 related to gardening. No other use of the Property is authorized or permitted. Sale of

1 gardening products is prohibited. Lessee shall not use the Property in any manner that  
2 will create a nuisance or unreasonable annoyance, or constitute waste. Lessee shall use  
3 the Property in such a manner as to comply with all laws pertaining to wages and hours  
4 of employment, occupational safety, fire, health and sanitation.

5           3.1 Operating Hours. Lessee, its officers, directors, and members shall  
6 enter the property on the following times: Monday through Friday, 7:00 a.m. to dusk and  
7 Saturday and Sunday, 9:00 a.m. to dusk.

8           3.2 Community Garden Rules and Policies. Lessee shall provide a copy  
9 of the Community Garden Rules and Policies similar to those established on Exhibit "D"  
10 to each of its tenants. Lessee is responsible for ensuring that the property is maintained  
11 in a safe, clean and sanitary condition. Should Lessee fail to ensure that its tenants  
12 maintain the property, the provisions of Section 9 - Maintenance will apply.

13           4. Rent. Lessee shall pay to Lessor as rent the sum of One Dollar  
14 (\$1.00) per year, in advance, without deduction, setoff, notice or demand, on the first day  
15 of the new term.

16           5. Improvements.

17           A. All of Lessee's proposed plans for improvement shall be  
18 submitted to and receive the written approval of the Director of the Department of  
19 Parks, Recreation and Marine. Before commencing any work on the Property,  
20 Lessee shall obtain and deliver to Lessor evidence of compliance with all  
21 applicable codes, ordinances, regulations, and requirements for permits. Lessee  
22 shall perform all work on the Property in accordance with all applicable laws,  
23 regulations and ordinances, including but not limited to the Americans with  
24 Disabilities Act of 1990.

25           B. No improvements except those approved as provided in  
26 Subsection (A) above shall be made to the Property, with the exception of the  
27 previously approved improvements listed on Exhibits "B" and "C".

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1 C. All construction costs for the proposed project listed on  
2 Exhibits "B" and "C" will be borne solely by Lessor in the form of multi-phase  
3 reimbursements to Lessee totaling Forty-Six Thousand Nine Hundred Eighty-Two  
4 Dollars (\$46,982.00).

5 D. Lessee shall pay all applicable fees related to permits,  
6 inspections and the like relating to the improvement of the Property.

7 E. Lessor shall have no obligation to build, maintain, repair, or  
8 replace any improvements on the Property, whether existing at the  
9 commencement of this Lease or subsequently added to the Property.

10 F. Lessee shall keep the Property free of any mechanic's,  
11 materialman's or similar lien for any work done, labor performed or material  
12 furnished by or for Lessee, and Lessee shall defend, indemnify and hold Lessor,  
13 its officials and employees harmless from and against all claims, liens, demands,  
14 causes of action, liability, loss, costs and expenses, including reasonable  
15 attorneys' fees, of whatsoever kind or nature for any such work done, labor  
16 performed or materials furnished on the Property or to the Lessee. In addition, if a  
17 lien is imposed on the Property, Lessee shall notify Lessor, record a valid release  
18 of lien within thirty (30) days after the date of filing of said lien or deposit with  
19 Lessor cash in a amount equal to 125% of the amount of said lien and authorize  
20 payment to the extent of said deposit to any subsequent judgment holder with  
21 regard to said lien.

22 G. Lessee shall bear all costs and expenses incurred in  
23 improvement to the Property.

24 H. Upon expiration or sooner termination of this Lease, all  
25 improvements to the Property shall become the property of Lessor (at no cost to  
26 Lessor) unless Lessor requires Lessee to remove said improvements. If Lessor  
27 requires Lessee to remove said improvements, Lessee shall do so within sixty (60)  
28 days following the date of expiration or sooner termination.

1           6.     Nondiscrimination. Subject to applicable laws, rules and regulations,  
2 Lessee shall not discriminate against any person or group on the basis of race, religion,  
3 national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status,  
4 handicap or disability in the performance of its obligations hereunder.

5           7.     Subsurface Use Restrictions. The parties agree that this Lease  
6 covers only the surface of the Property and only so much of the subsurface as is  
7 reasonably necessary for Lessee's use of the Property as permitted in this Lease.  
8 Lessee shall not drill any wells on the Property.

9           8.     Utilities. Lessee shall pay for all applicable fees associated with the  
10 establishment and ongoing use of water services to the Property. Lessee shall pay for  
11 the installation and ongoing use of electrical and/or telephone service to the Property if so  
12 desired. Lessee shall be solely responsible for the disposal of all waste and/or trash  
13 arising from the use of the Property. Lessor in its capacity as landlord shall not provide  
14 trash containers nor trash removal services.

15           9.     Maintenance. Lessee shall, at Lessee's sole cost and to the  
16 satisfaction of Lessor, maintain the Property and all improvements thereon in good  
17 condition, in substantial repair, in a safe, clean, and sanitary condition, and in compliance  
18 with applicable laws. Lessee's duty to maintain shall include the duty to repair and  
19 replace the improvements as needed. Lessee shall keep the Property free of trash,  
20 garbage and litter. Lessee shall remove graffiti on the Property within forty-eight (48)  
21 hours after notice from Lessor. If Lessee fails to correct a maintenance problem within  
22 fifteen (15) days after notice or such longer period as may be established by Lessor,  
23 Lessor may make the necessary correction and the cost thereof, including but not limited  
24 to the cost of labor, materials, equipment and administration, shall be additional rent and  
25 shall be paid by Lessee within ten (10) days after receipt of a statement of said cost from  
26 Lessor. Lessor may, at its option, choose other remedies available herein or by law.  
27 Lessee hereby waives to the extent permitted by law any right to make repairs at the  
28 expense of Lessor.

1           10. Taxes. Lessee acknowledges that this Lease may create a  
2 possessory interest subject to property taxation and that Lessee may be liable for  
3 payment of taxes levied on such interest. Lessee shall promptly pay, prior to  
4 delinquency, all taxes, assessments and other governmental fees that may be levied  
5 against the Property, and any improvements or personal property located on the Property  
6 and on any possessory interest created by this Lease, and provide proof of payment to  
7 Lessor on demand.

8           11. Insurance. Concurrent with the effective date of this Lease and in  
9 partial performance of Lessee's obligations hereunder, Lessee will procure and maintain  
10 the following insurance coverages at Lessee's sole expense for the duration of this Lease  
11 and any extensions, renewals, or holding over thereof, from insurance companies  
12 admitted to write insurance in the State of California or from authorized non-admitted  
13 insurers and that have a minimum rating of or equivalent to A:VIII by A.M. Best Company,  
14 or Lessee may self-insure by self funding the following insurance obligation:

15                   (a) Commercial General Liability (equivalent in coverage scope to  
16 Insurance Services Offices, Inc. (ISO) form CG 00 01 11 85 or CG 00 01 11 88) in  
17 an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and  
18 Two Million Dollars (\$2,000,000.00) general aggregate. This insurance shall be  
19 endorsed to include the Greater Long Beach Workforce Development Board  
20 (GLBWDB), City of Long Beach, and their respective officials, employees, and  
21 agents as additional insureds by an endorsement equivalent in coverage scope to  
22 ISO form CG 20 26 11 85.

23                   (b) "All Risk" property insurance in an amount sufficient to cover the  
24 full replacement value of Lessee's personal property, equipment, and  
25 improvements, if any, on the Premises.

26                   (c) Workers' Compensation as required by the State of California  
27 and employer's liability insurance in an amount not less than One Million Dollars  
28 (\$1,000,000.00) per accident. The policy shall be endorsed to waive the insurer's

1 rights of subrogation against the Lessor, its officials, employees, and agents.

2 Lessee hereby waives all rights of subrogation, but only to the extent that  
3 collectible commercial insurance is available for said damage.

4 All insurance required hereunder shall be separately endorsed to require at  
5 least thirty (30) days' prior written notice of cancellation (ten (10) days if cancellation is for  
6 nonpayment of premium), nonrenewable, or reduction in coverage or limits (other than  
7 exhaustion of limits due to claims paid) and to provide that coverage shall be primary and  
8 not contributing to any other insurance or self-insurance maintained by the GLBWDB, the  
9 City of Long Beach or its officials, employees, and agents. Any self-insurance program,  
10 self-insured retention or deductible shall protect the GLBWDB, the City of Long Beach  
11 and its officials, employees, and agents in the same manner and to the same extent as  
12 they would have been protected had the policy or policies not contained such retention or  
13 deductible provisions.

14 Lessee shall require its contractors and subcontractors to maintain the  
15 insurance required hereunder unless otherwise agreed in writing by Lessor's Risk  
16 Manager or designee.

17 Upon the execution of this Lease, Lessee shall deliver to Lessor certificates  
18 of insurance and the required endorsements evidencing the coverage required by this  
19 Lease, or "Certificate of Self Funding of Insurance Obligation". Lessee shall also provide  
20 certificates and endorsements of any of Lessee's contractors and subcontractors, for  
21 approval as to sufficiency and form. The certificates and endorsements for each  
22 insurance policy shall contain the original signatures of persons authorized by that insurer  
23 to bind coverage on its behalf. Lessee shall provide Lessor with copies of certificates of  
24 insurance and endorsements for renewal policies within thirty (30) days of policy  
25 expiration. Lessor reserves the right to require complete certified copies of all said  
26 insurance policies at any time.

27 Such insurances as required herein shall not be deemed to limit Lessee's  
28 liability relating to performance under this Lease. The procuring of insurance shall not be

1 construed as a limitation on liability or as full performance of the indemnification and hold  
2 harmless provisions of this Lease.

3 Any modification or waiver of the insurance requirements herein shall be  
4 made only with the written approval of Lessor's Risk Manager or designee.

5 12. Relocation. Lessee agrees that nothing contained in this Lease shall  
6 create any right in Lessee for any relocation assistance or payment pursuant to the  
7 provisions of Title 1, Division 7, Chapter 16 of the California Government Code from  
8 Lessor on the expiration or termination of this Lease.

9 13. Notice. Any notice required hereunder shall be in writing and  
10 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid  
11 to Lessor at 333 W. Ocean Blvd., Long Beach, California 90802 Attn: City Manager, and  
12 to the Lessee at 5115 Marina Pacifica Drive North, Long Beach, California 90803. Notice  
13 shall be deemed effective on the date of mailing or on the date personal delivery is  
14 obtained, whichever occurs first. Change of address shall be given as provided herein  
15 for notices.

16 14. Hazardous Materials. Lessee shall not cause or permit any  
17 hazardous or toxic material to be brought on, treated, kept, used, stored, disposed of,  
18 discharged, released, produced or generated in, on, under or about the Property by  
19 Lessee, its members, employees, contractors, Lessees, assignees or invitees. Lessee  
20 shall comply with California Health and Safety Code Section 25359.7 or its successor  
21 statute regarding notice to Lessor on discovery by Lessee of the presence or suspected  
22 presence of any hazardous materials on the Property.

23 15. Indemnity. Lessee shall defend, indemnify and hold Lessor, its  
24 officials, employees and agents harmless from all claims, demands, damages, causes of  
25 action, losses, liability, costs, or expenses, including reasonable attorneys fees, of any  
26 kind or nature whatsoever (collectively referred to in this Section and Section 16 as  
27 "claims") arising from the occupancy, use, or misuse of the Property by Lessee, Lessee's  
28 members, employees, agents, subtenants, licensees, patrons, concessionaires, or

1 visitors, or any breach of this Lease, from the condition of the Property, the alleged  
2 negligent acts or omissions of Lessee, Lessee's employees or agents, or any breach or  
3 default in the performance of any obligations on Lessee's part to be performed under this  
4 Lease.

5           16. Assignment. Lessee shall not assign or transfer this Lease or any  
6 interest herein, nor Lease the Property or any part thereof (collectively referred to as  
7 "transfer"). Lessee shall not grant any franchises, easements, rights of way, or permits  
8 in, on, or across the Property. In the event of transfer without the prior written consent of  
9 Lessor, such transfer shall be voidable at Lessor's election and, if voided by Lessor, shall  
10 convey no interest. Any transfer without Lessor's prior written consent shall constitute a  
11 default of this Lease.

12           17. Captions and Organization. The various headings and numbers  
13 herein and the grouping of the provisions of this Lease into separate Sections,  
14 paragraphs and clauses are for convenience only and shall not be considered a part  
15 hereof, and shall have no effect on the construction or interpretation of this Lease.

16           18. Joint Effort. This Lease is created as a joint effort between the  
17 parties, is fully negotiated as to its terms, covenants and conditions, and no provision  
18 shall be construed against either party as the drafter.

19           19. Waiver of Rights. The failure or delay of Lessor to insist on strict  
20 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of  
21 any right or remedy that Lessor may have and shall not be deemed a waiver of any  
22 subsequent or other breach of any term, covenant, or condition herein. The receipt and  
23 acceptance by Lessor of delinquent rent shall not constitute a waiver of any other default  
24 but shall only constitute a waiver of timely payment for the rent payment involved. Any  
25 waiver by Lessor of any default or breach shall be in writing. Lessor's consent to or  
26 approval of any act by Lessee requiring Lessor's consent or approval shall not be  
27 deemed to waive Lessor's consent or approval of any subsequent act of Lessee.

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1           20. Partial Invalidity. If any term, covenant, or condition of this Lease is  
2 held by a court of competent jurisdiction to be invalid, void or unenforceable, the  
3 remainder of the provisions hereof shall remain in full force and effect and shall in no way  
4 be affected, impaired or invalidated thereby.

5           21. Successors in Interest. This Lease shall be binding on and inure to  
6 the benefit of the parties and their successors, heirs, personal representatives and  
7 approved transferees, and all parties hereto shall be jointly and severally liable  
8 hereunder.

9           22. Lessor's Right to Re-Enter. Lessee shall peaceably deliver  
10 possession of the Property to Lessor on the effective date of termination of this Lease.  
11 On giving notice of termination to Lessee, Lessor shall have the right to re-enter and take  
12 possession of the Property on the effective date of termination without further notice of  
13 any kind and without institution of summary or regular legal proceedings. Termination of  
14 the Lease and re-entry of the Property by Lessor shall in no way alter or diminish any  
15 obligation of Lessee under the Lease and shall not constitute an acceptance or  
16 surrender. Lessee waives any and all right of redemption under any existing or future law  
17 in the event of eviction from the Property and in the event Lessor re-enters and takes  
18 possession, Lessee agrees that should the manner or method used by Lessor in re-  
19 entering or taking possession give Lessee a cause of action for damages or in forcible  
20 entry and detainer, the total amount of damages to which Lessee shall be entitled in any  
21 such action shall be One Dollar (\$1.00). Lessee agrees that this Section may be filed in  
22 any such action and that, when filed, it shall be a stipulation by Lessee fixing the total  
23 damages to which Lessee is entitled in such action.

24           23. Time. Time is of the essence in this Lease, and every provision  
25 hereof.

26           24. Allocation of Community Garden Plots. The parties agree that the  
27 intent of the Lease is to provide the surrounding community, which shall be defined as  
28 those households and residents living within a one thousand foot (1000) foot radius of the

1 Property ("Surrounding Residents"), with access to sustainable organic gardening.  
2 Therefore, Lessee will conduct outreach in good faith to the Surrounding Residents, and  
3 these Surrounding Residents shall have first right of refusal for garden plots within the  
4 Property. Lessee shall provide the City Manager or his designee with evidence of the  
5 completion the aforementioned outreach before offering garden plots to individuals and/or  
6 households other than Surrounding Residents.

7           25. Waiver of Claims. Lessor shall not be liable for and Lessee hereby  
8 waives all claims against Lessor, its officials, employees and agents for loss, theft, or  
9 damage to equipment, furniture, trade fixtures, records, plants and other property on or  
10 about the Property, or injury to or death of persons on or about the Property from any  
11 cause except to the extent caused by the gross negligence or willful misconduct of  
12 Lessor.

13           26. Default. If Lessee does not comply with any term, covenant, or  
14 condition of this Lease, whether material or not, and Lessee's failure to comply is not  
15 cured within ten (10) days after Lessor notifies Lessee of such failure, then Lessor may  
16 terminate this Lease by giving to Lessee notice of termination, and Lessee shall  
17 immediately surrender possession of the Property.

18           27. Right of Entry. Lessor shall have the right of access to the Property  
19 at all reasonable times and, in the case of emergency, at any time, and if Lessee is not  
20 present to give access in emergencies, then Lessor may forcibly enter and such entry  
21 shall not in any way be construed or deemed a forcible or unlawful entry. Lessee shall  
22 not be entitled to compensation for any inconvenience, nuisance or discomfort  
23 occasioned by Lessor's entry.

24           28. Integration and Amendments. This Lease represents and constitutes  
25 the entire understanding between the parties and supersedes all other agreements and  
26 communications between the parties, oral or written, concerning the subject matter  
27 herein. This Lease shall not be modified except in writing duly signed by the parties and  
28 referring to this Lease.

1           29.   Recordation. This Lease shall not be recorded.

2           30.   Signs. Lessee shall not place, affix, maintain, or permit any sign,  
3 advertisement, name, insignia, logo, descriptive material or similar item (collectively  
4 "sign") on the Property without the prior written approval of Lessor. Any sign so approved  
5 shall be maintained by Lessee, at its cost, in good condition. Any sign not approved by  
6 Lessor may be removed by Lessor at Lessee's cost. The cost of removal shall be  
7 additional rent.

8           31.   Governing Law. The Lease shall be governed by and construed in  
9 accordance with the laws of the State of California.

10          32.   Compliance with Laws. Lessee, at its sole cost, shall comply with all  
11 laws, ordinances, rules and regulations of and obtain such permits, licenses, and  
12 certificates required by all federal, state and local governmental authorities having  
13 jurisdiction over the Property and business thereon.

14          33.   Condemnation.

15           A.    If the whole of the Property or improvements is taken by right  
16 of eminent domain or otherwise for any public or quasi public use, then when  
17 possession is taken thereunder by the condemnor or when Lessee is deprived of  
18 practical use of the Property or improvements, whichever date is earlier, this  
19 Lease shall terminate. If there is a partial taking so that the remaining portion of  
20 the Property or improvements cannot be restored to that which existed prior to the  
21 taking, then this Lease shall, at Lessee's option, terminate as of the time when  
22 possession was taken by the condemnor or when Lessee was deprived of  
23 practical use of the Property, whichever date is earlier.

24           B.    If there is a taking by right of eminent domain, the rights and  
25 obligations of the parties with reference to the award and the distribution thereof  
26 shall be determined in accordance with this Section. The award shall belong to  
27 and be paid to Lessor.

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1           34. Abandoned Property. If Lessee abandons the Property or is  
2 dispossessed by operation of law or otherwise, title to any personal property (including  
3 but not limited to garden products) belonging to Lessee and left on the Property forty-five  
4 (45) days after such abandonment or dispossession shall be deemed to have been  
5 transferred to Lessor. Lessor shall thereafter have the right to remove and to dispose of  
6 said property without liability to Lessee or to any person claiming under Lessee, and shall  
7 have no duty to account therefore. Lessee hereby names Lessor's City Manager as  
8 Lessee's attorney in fact to execute and deliver such documents or instruments as may  
9 be reasonably required to dispose of such abandoned property and transfer title thereto.

10           35. Americans with Disabilities Act. Lessee shall have and be allocated  
11 the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA")  
12 with respect to the Property and any improvements thereon, and Lessee shall defend,  
13 indemnify and hold Lessor, its officials and employees harmless from and against any  
14 and all claims of failure to comply with or violation of the ADA.

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IN WITNESS WHEREOF, the parties have executed this Lease with all formalities required by law as of the date first written above.

LONG BEACH ORGANIC, INC., a California non-profit corporation

6/14/2011, 2011

By: [Signature]  
Executive Officer

6/14/2011, 2011

By: [Signature]  
Executive Officer

"Lessee"

CITY OF LONG BEACH, a municipal corporation

7-19, 2011

By: [Signature]  
Assistant City Manager  
City Manager

"Lessor"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Lease is approved as to form on June 27, 2011.

ROBERT E. SHANNON, City Attorney

By: [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664



**Exhibit A: Leased Premises**

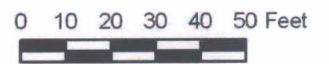
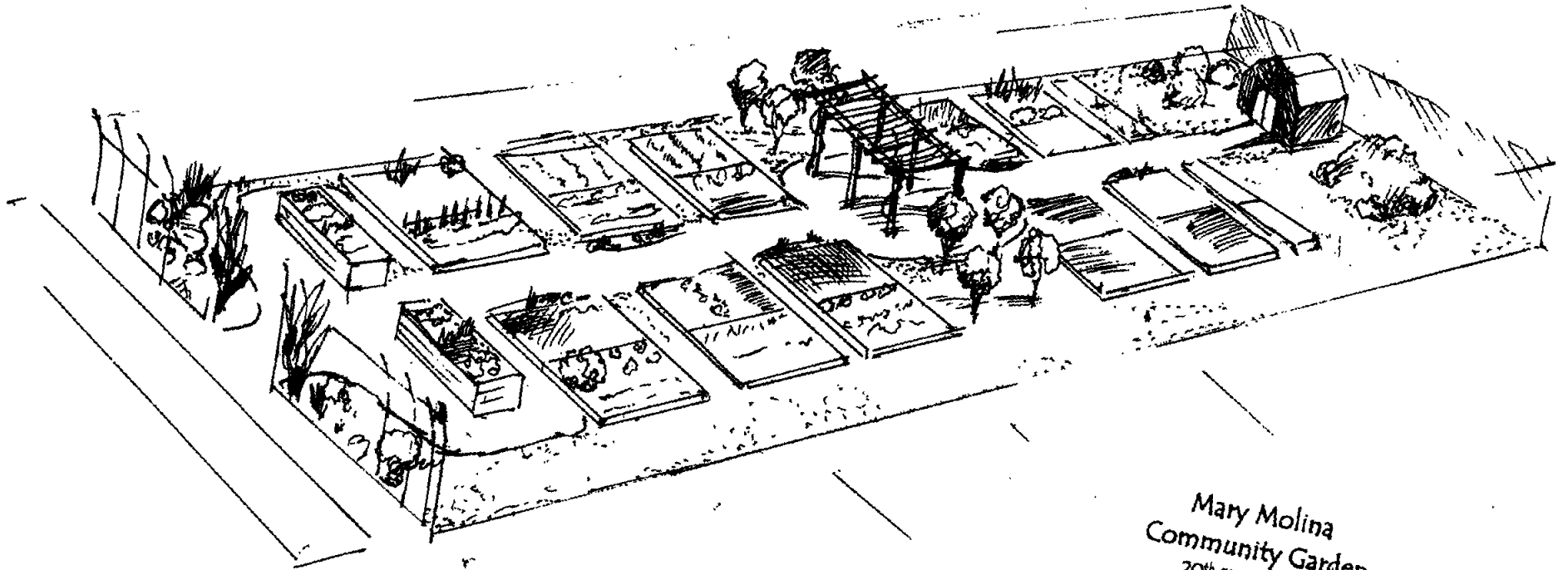


Exhibit B: Improvements Rendering



Mary Molina  
Community Garden  
20<sup>th</sup> St at Santa Fe

Long Beach Organic, Inc.  
[www.LongBeachOrganic.org](http://www.LongBeachOrganic.org)

Joe Corso  
562-366-6250

Exhibit C: Improvements/Phases

# Mary Molina Community Garden

## Estimate Worksheet

Long Beach Organic, Inc.  
5115 Marina Pacifica Drive North, Long Beach, CA 90803  
LongBeachOrganic.org 562-438-9000

Prepared by: Joe Corso  
562-366-6250 joe@longbeachorganic.org

<b>Phase 1: Land Clearing and Fencing:</b>	\$	15,665.00
Scraping away top layer of soil		
Hauling away rubble, glass and trash		
New Wrought Iron Fence at Sidewalk with Decorative Gate		
New Cyclone Fencing on east side of property		
Sliding gate at rear of Molina Parking Lot		
Repair of Fence along Alley		
<b>Phase 2: Irrigation:</b>	\$	12,267.40
New Water Main and Meter		
Backflow Valve with Metal Protector		
8 Spigots		
Drinking Fountain		
<b>Phase 3: Pathways, Beds and Tools</b>	\$	6,129.81
Decomposed Granite Pathways through Central and Common Areas		
24 10' x 10' Beds		
2 Raised beds for Handicapped Access filled with topsoil		
Compost (Soil Amendment) for ground-level beds		
Mulch for other surfaces		
<b>Phase 4: Community Areas</b>	\$	12,920.05
Barn-style Tool Shed		
Central Arbor with grape vines and picnic tables		
River-rock pond with fish, aquatic plants and butterfly habitat		
Herb and Iris Beds along central pathway		
California Native Planting at Parking Strip		
	\$	46,982.26



## Exhibit D: Rules and Policies



### COMMUNITY GARDEN RENTAL AGREEMENT

- \_\_\_ Grace Park Community Garden, Plymouth & Elm Streets, 90805
- \_\_\_ Pacific and 6<sup>th</sup> Community Garden, 90802
- \_\_\_ Saint Luke's Community Garden, Atlantic Ave. & 7<sup>th</sup> Street, 90813
- \_\_\_ South Forty Community Garden: 2813 E. South Street, 90805
- \_\_\_ Top of the Town Community Garden: 6751 Atlantic Ave., 90805
- \_\_\_ Wild Oats Community Garden, 10<sup>th</sup> and Grand Streets, 90804
- \_\_\_ Wrigley Village Community Garden, 2044 Pacific Avenue, 90806

(562) 438-9000    [info@longbeachorganic.org](mailto:info@longbeachorganic.org)    375 Redondo Avenue, Box 299 Long Beach, CA 90814

All gardeners must sign this document and agree to abide by the following terms and conditions:

#### Long Beach Organic, Inc.-specific Items

- 1) Long Beach Organic, Inc. (LBO) is the highest governing authority at their community gardens. You are required to be an annual dues paying member of Long Beach Organic, Inc., a 501(C)(3) non-profit organization, in order to secure a plot in the \_\_\_\_\_ Community Garden. The minimum annual membership fee is \$20. More information about Long Beach Organic can be found on our website: [www.LongBeachOrganic.org](http://www.LongBeachOrganic.org). Long Beach Organic reserves the right to refuse membership and/or plot rental to anyone. This agreement does NOT renew automatically.
- 2) You must be a resident of Long Beach.
- 3) Valid California driver's license or State photo identification must accompany this completed contract.
- 4) All activities in the gardens are subject to the City of Long Beach Municipal Code (Codified through Ordinance No. ORD-10-009, enacted April 20, 2010, (Supplement No. 15).
- 5) One plot per address/household maximum.
- 6) Plots are rented on a per (1) season basis. Seasons are six months long, from March 1<sup>st</sup> through August 31<sup>st</sup> and September 1<sup>st</sup> through February 28<sup>th</sup>. Plot fees are based on \$.25 per square foot for each season (6 months). Rental fees are payable twice a year in advance of the rental periods and are due on **February 21<sup>st</sup>** and **August 21<sup>st</sup>**. Payments are best made by check or money order and can be mailed to **Long Beach Organic, 375 Redondo Avenue, Box 299 Long Beach, CA. 90814** or given in person to an officer or authorized representative of Long Beach Organic, Inc. Rental payments are due no later than the March 1<sup>st</sup> or Sept. 1<sup>st</sup>. A \$5 late fee will be assessed if payment is not received by March 1<sup>st</sup> or Sept. 1<sup>st</sup>. Failure to pay rental fees within 7 days of the March 1<sup>st</sup> or Sept. 1<sup>st</sup> due dates will result in loss of the assigned plot. Plot fees collected in mid-season will be pro-rated if less than 3 months.
- 7) It is your responsibility to notify the manager(s) by email or U.S. Postal Service mail with any changes to your contact information, such as address, telephone numbers and email address.

#### Community Garden-specific Items

- 8) Volunteer manager(s), under the guidance of a Director, may oversee the day-to-day operations at gardens.
- 9) Garden Hours are from dawn to dusk. Gardeners will be provided the combination to the locks on gates and tool sheds. The combination must not be shared with anyone not listed on this contract. Gates should stay locked at all times.
- 10) Children under the age of 10 must be supervised at all times. Dogs must be kept on a leash.
- 11) \_\_\_\_\_ **This is an ORGANIC community garden. The use of synthetic chemical fertilizers, pesticides, herbicides, rodenticides and genetically engineered seeds or plants is strictly and adamantly prohibited. Pressure treated wood is not allowed. No Miracle-Gro, Round-Up or other toxic chemicals.**
- 12) No permanent structures or trees are allowed. Arbors and trellises must not shade a neighbor's garden plot.
- 13) **Water conservation is essential.** Unattended watering is prohibited. The manager(s) will establish watering schedules for garden common areas. You are required to mulch your garden to conserve water.
- 14) \_\_\_\_\_ **Garden plots must be maintained year round by planting seasonal crops and/or horticultural plants. New Gardeners must plant their plots within 30 days of signing their contract. Cover crops are allowed but must be "dug in" before going to seed. You are required to control weeds in your own plot and ½ of the pathway area surrounding your plot (or up to 3 feet when no there is no plot adjacent to yours. No garden plants or invasive plants, i.e., mint or berries, are allowed to encroach from**

your plot into pathways or neighboring garden plots. Invasive weeds, such as Bermuda grass, must be removed. Garden plots will be inspected on a regular basis. If you receive a correction notice, corrective action must take place within 15 days of notice. Additional future correction notices may result in the cancellation of your rental agreement or non-renewal of your rental agreement in the following season.

- 15) Smoking and consumption of illegal substances are prohibited in the garden. Gardeners growing illegal plants will be Immediately expelled. No marijuana or any controlled substance plants may be grown.
- 16) Sales of all fruits, vegetables, herbs, or flowers grown in the community garden are prohibited..
- 17) **Community Service Hours:** You are required to work a minimum of 6 hours per season per plot. Community hours will be worked during scheduled community work days and you must sign in and sign out with the designated leader for that day. Failure to complete these hours is cause for you to lose your plot and no refunds of your rent will be given. If you are unable to attend the scheduled community work days for any reason, it is YOUR responsibility to arrange with the garden manager(s) to meet your community service hours responsibility through another form of community contribution.
- 18) **Composting:** You must follow the rules and policies of the composting program (separate handout). If you choose to have your own compost bin, it must be contained wholly within your plot.
- 19) **Shared Community Areas and Common Courtesy:** The garden is designed as a place for growing organic produce and building community. Shared community areas such as the arbor, orchard and pond are to be kept clean for all to enjoy. You may not plant or harvest in the community areas without the manager(s)' permission. Community tools must be returned to the shed after use. Paths must be kept clear at all times. Damage to the community areas can result in your contract being terminated. Abusive behavior toward others will not be tolerated and could lead to your expulsion
- 20) Other gardeners' plots must be respected. You may not enter another gardener's plot nor harvest their produce without their explicit and current permission. Do not water another gardener's plot unless they have specifically requested that you do so.
- 21) If you decide to quit gardening, your plot cannot be given or transferred to anyone else, including friends or relatives, without prior approval from the manager(s). Please contact the manager(s) or LBO by e-mail [info@longbeachorganic.org](mailto:info@longbeachorganic.org), at least 15 days before you quit. As a courtesy to the next gardener, you are required to return the plot in the condition in which you received it, weeds and unwanted plants removed.

### **Infractions**

- 22) Infractions of these rules will result in a 15-day correction notice being issued via email (or U.S. Postal Service mail if you have no email). Failure to correct said infraction within the 15 days will result in your contract with LBO being cancelled and your plot being reassigned.
- 23) Some activities are serious enough to warrant immediate cancellation of your contract including, but not limited to; theft, vandalism, damage to community areas or other gardeners' plots, illegal activities, and drunk, disorderly or abusive behavior.

**I have read and understand the above Community Garden Rules and Policies.**

**agree to follow the rules and understand that failure to do so will result in my termination from the Community Garden.**

Tenant Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print)

Tenant Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print)

Address: \_\_\_\_\_ City: Long Beach, CA Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Buddy Gardener Name: \_\_\_\_\_ Buddy Phone: \_\_\_\_\_ E-mail \_\_\_\_\_

Age range of tenant(s) (optional, for grant possibilities):      18-24      25-34      35-44      45-54      55-64      over 65  
For more than one tenant, enter the number of persons in each category.

LBO USE ONLY:	CA Driver's License/ID # _____	PLOT # ASSIGNED _____
DATE RECEIVED: _____	MO/ CASH / CHECK # _____	AMOUNT \$ _____
SEASON: MARCH – AUGUST _____	SEPTEMBER – FEBRUARY _____	LBO MEMBERSHIP _____