



1 related to gardening. No other use of the Property is authorized or permitted. Sale of  
2 gardening products is prohibited. Lessee shall not use the Property in any manner that  
3 will create a nuisance or unreasonable annoyance, or constitute waste. Lessee shall use  
4 the Property in such a manner as to comply with all laws pertaining to wages and hours  
5 of employment, occupational safety, fire, health and sanitation.

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

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

15           4. Rent. Lessee shall pay to Lessor as rent the sum of One Dollar  
16 (\$1.00) per year, in advance, without deduction, setoff, notice or demand, on the first day  
17 of the new term.

18           5. Improvements.

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

27           B. No improvements except those approved as provided in  
28 Subsection (A) above shall be made to the Property, with the exception of the

1 previously approved improvements listed on Exhibits "B" and "C".

2 C. All construction costs for the proposed project listed on  
3 Exhibits "B" and "C" shall initially be borne by the Lessee. Upon successful  
4 completion of construction, Lessor shall reimburse Lessee for a portion of  
5 construction costs up to Nine Thousand One Hundred and Fourteen Dollars  
6 (\$9,114.00).

7 D. Lessee shall pay for all permits, inspections and the like  
8 relating to the improvement of the Property.

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

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

24 G. Lessee shall bear all costs and expenses incurred in  
25 improvement to the Property.

26 H. Upon expiration or sooner termination of this Lease, all  
27 improvements to the Property shall become the property of Lessor (at no cost to  
28 Lessor) unless Lessor requires Lessee to remove said improvements. If Lessor

1 requires Lessee to remove said improvements, Lessee shall do so within sixty (60)  
2 days following the date of expiration or sooner termination.

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

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

11 8. Utilities. Lessee shall pay for water services. Lessee shall pay for  
12 the installation and use of telephone service if so desired. Lessee shall be responsible  
13 for the disposal of all waste/trash. Lessor will not provide trash containers nor trash  
14 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.

28 ///



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 community with access to sustainable organic  
28 gardening. Therefore, Lessee will conduct outreach to the surrounding community, and

1 local residents shall have first right of refusal for garden plots within the leased premises.

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

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

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

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

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

25           30. Signs. Lessee shall not place, affix, maintain, or permit any sign,  
26 advertisement, name, insignia, logo, descriptive material or similar item (collectively  
27 "sign") on the Property without the prior written approval of Lessor. Any sign so approved  
28 shall be maintained by Lessee, at is cost, in good condition. Any sign not approved by

1 Lessor may be removed by Lessor at Lessee's cost. The cost of removal shall be  
2 additional rent.

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

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

9 33. Condemnation.

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

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

23 34. Abandoned Property. If Lessee abandons the Property or is  
24 dispossessed by operation of law or otherwise, title to any personal property (including  
25 but not limited to garden products) belonging to Lessee and left on the Property forty-five  
26 (45) days after such abandonment or dispossession shall be deemed to have been  
27 transferred to Lessor. Lessor shall thereafter have the right to remove and to dispose of  
28 said property without liability to Lessee or to any person claiming under Lessee, and shall

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

1 have no duty to account therefore. Lessee hereby names Lessor's City Manager as  
2 Lessee's attorney in fact to execute and deliver such documents or instruments as may  
3 be reasonably required to dispose of such abandoned property and transfer title thereto.

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

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

11  
12  
13 March 4, 2012

LONG BEACH ORGANIC, Inc.  
By: [Signature]  
Executive Officer

14  
15 March 4, 2012

By: [Signature]  
Executive Officer

"Lessee"

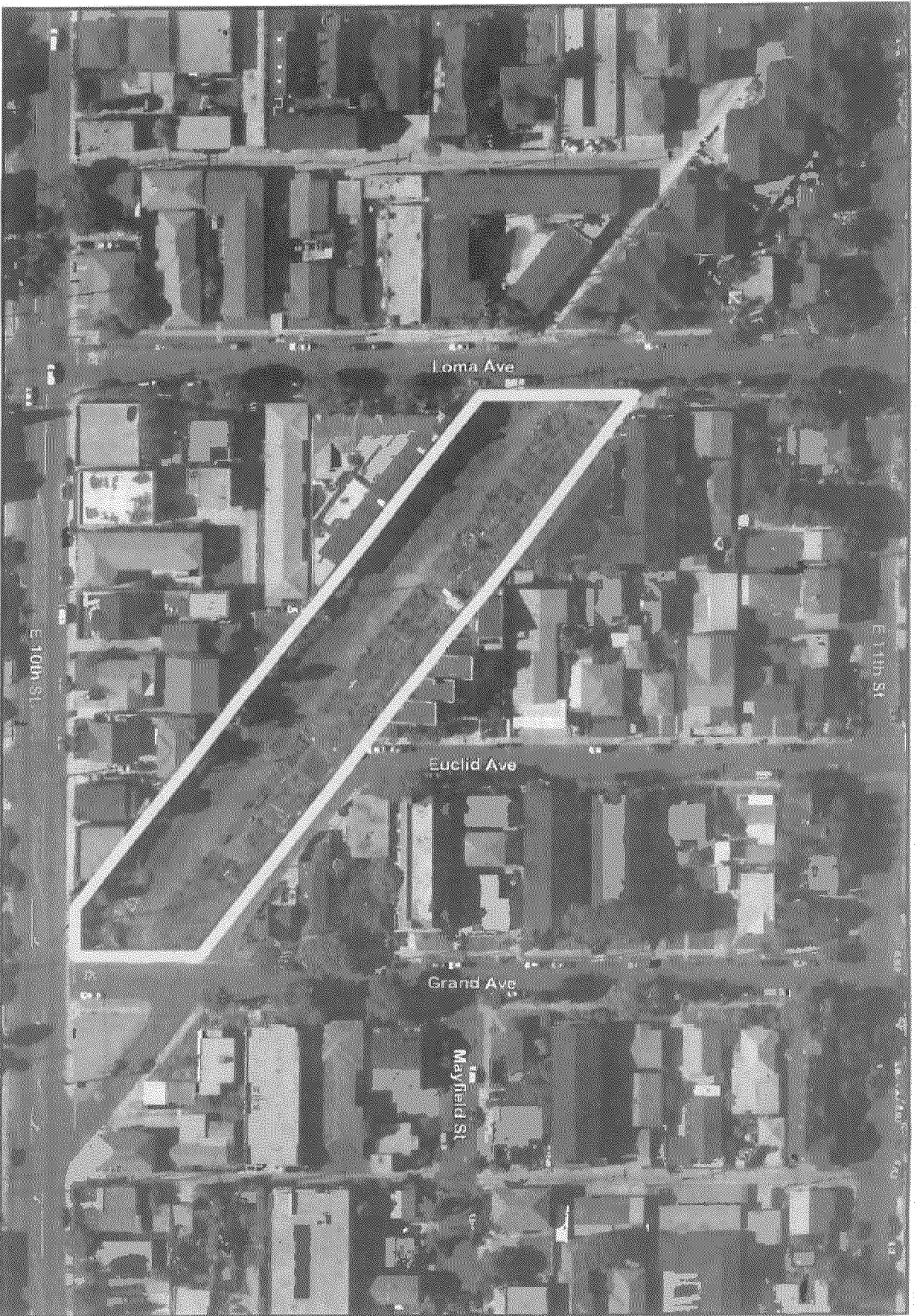
16  
17  
18  
19  
20 4.11, 2012

CITY OF LONG BEACH, a municipal  
corporation  
By: [Signature] **Assistant City Manager**  
City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"Lessor"

21  
22  
23 This Lease is approved as to form on March 27, 2012.

24  
25 ROBERT E. SHANNON, City Attorney  
26 By: [Signature]  
27 Deputy  
28



**Exhibit A:**  
**Leased Premises**

0 25 50 75 100 125 150 Feet

## Exhibit B



### PROJECT DESCRIPTION

#### **Re-establishing the Community Garden on the Pacific Rail Right-of-way between Loma and Grand Streets**

**Background: The Wild Oats Garden.** In 2003 this piece of property was leased by the city to Long Beach Organic, Inc. (LBO) a non-profit corporation, to create and maintain a Community Garden. It was named after the now defunct supermarket chain, which was our main sponsor. The garden thrived with 70 households growing food for their tables until Fall 2010 when it was vacated to make way for the Termino Drain Project.

**The new project:** When the site becomes available again this spring, LBO will sign a new lease with the city to re-create the garden better than ever. Most of the former gardeners wish to return, and we have a substantial waiting list of interested people. We expect to be at full capacity very quickly. We plan to have the gardeners vote on a new name for this new garden.

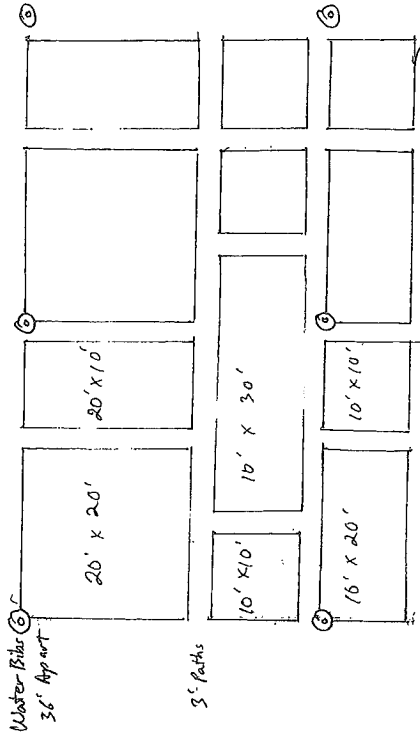
**Site Plan** is attached. Garden Plots of various sizes will take up the northern half of the space, with room for fruit trees, a grape arbor and a barbecue station. The southern half, which is too shady in winter for gardening, will contain a wide midway, mulch piles, a compost project, a demo garden for charity, and other shared areas.

**Timeline:** The Termino Drain Project contractors estimate that they will vacate the property at the end of 2012. They have promised to leave the property graded, add a fresh layer of topsoil and restore the water system. Next, we will hire a tree service to remove palm trees along the south side, which became a thorny nuisance in the former garden and generated complaints from the neighbors. The sagging fence along the north side of the property will be repaired by All-Pro Fencing.

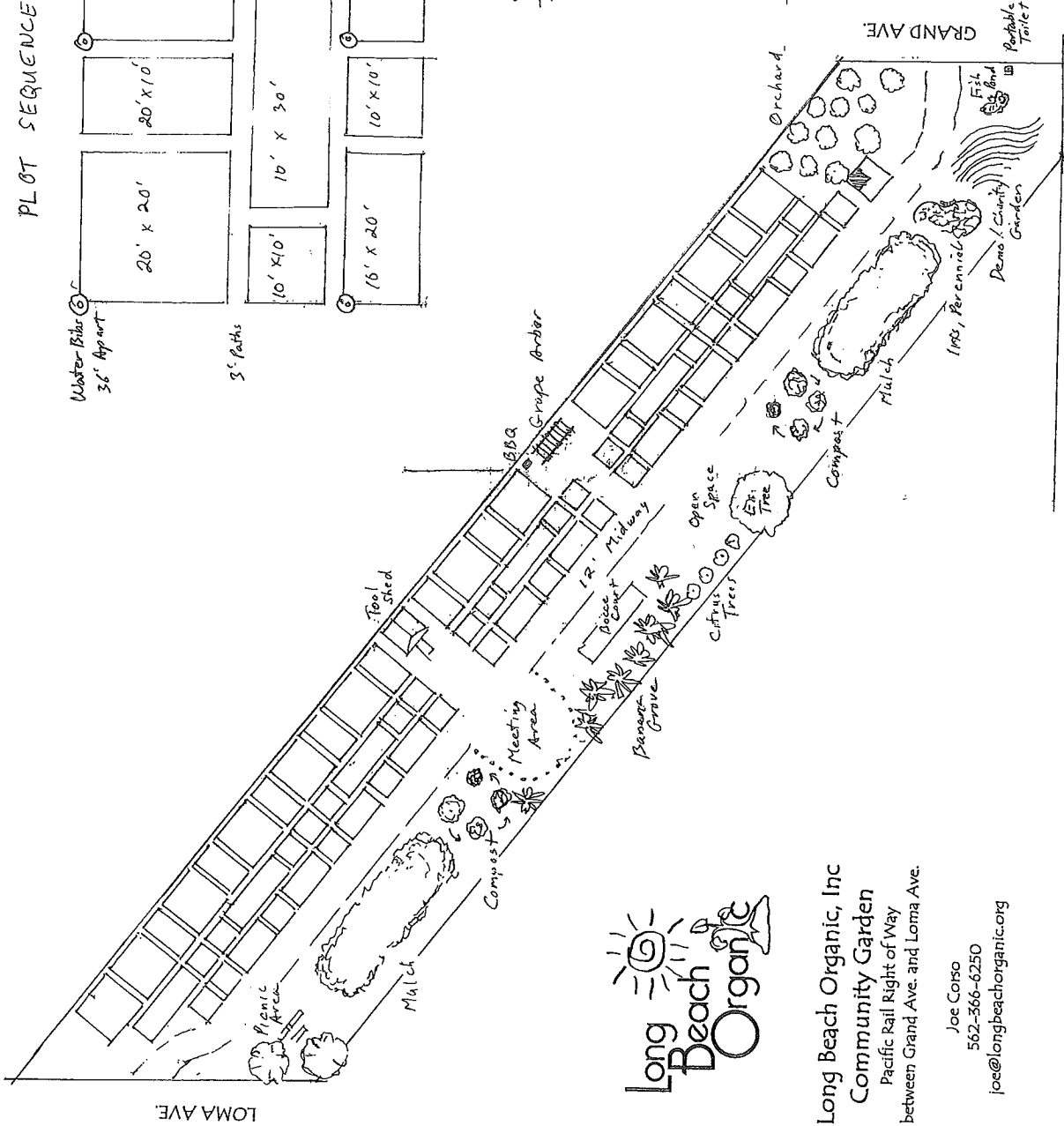
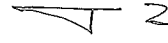
Otherwise, the garden will be built by the gardeners themselves, who will get credit for doing so toward their required community hours. They will assemble beds, help rebuild our tool shed, mulch the paths, etc. We plan to purchase lumber and hardware so the beds will be neat and consistent, with straight pathways. We have salvaged tools, signage, an arbor, tables and more from the previous garden. We hope the gardeners can begin growing crops sometime in June

**Funding:** The estimated cost of rebuilding the garden is detailed in the attached worksheet. LBO is counting on \$10,000 in grant funds (less 6%) to cover the lion's share of the project. Additional revenue will come from gardeners' membership dues and rental fees.

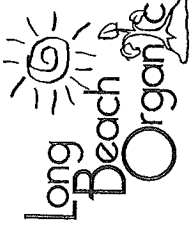
Plot Sequence



12 20' x 20' plots  
 6 10' x 30' plots  
 20 10' x 20' plots  
 32 16' x 10' plots  
 70 Plots



10th STREET



Long Beach Organic, Inc  
 Community Garden  
 Pacific Rail Right of Way  
 between Grand Ave. and Loma Ave.

Joe Corso  
 562-366-6250  
 joe@longbeachorganic.org

# Exhibit C



## ESTIMATE:

### Re-Establish Community Garden in the Pacific Rail Right-of-Way

Lumber for Beds	\$	1,176.00
Metal Braces for Beds	\$	392.00
Nails, Screws	\$	150.00
Lumber for Rebuilding Tool Shed	\$	1,350.00
Skylight, Windows, Doors	\$	395.00
Hardware for Shed	\$	145.00
Pilons for Shed	\$	85.00
Sales Tax	\$	360.00
Tree Trimming and Palm Removal	\$	4,200.00
Dumpster Rental and Hauling	\$	450.00
Fence Repair, on north side along Euclid	\$	2,630.00
New Gate, Grand Ave.	\$	850.00
Signage (new decals on existing signs)	\$	450.00
LBO Operating Expenses	\$	1,250.00
	\$	13,883.00

**Joe Corso**  
**Garden Director**  
**Long Beach Organic, Inc.**  
**562-366-6250**  
[joe@longbeachorganicl.org](mailto:joe@longbeachorganicl.org)



## Exhibit D



## COMMUNITY GARDEN RENTAL AGREEMENT

- Grace Park Community Garden, Plymouth & Elm Streets, 90805
- Mary Molina Community Garden, 1640 20<sup>th</sup> Street, 90810
- 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>. Currently, 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 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>. Fees must be received no later than March 1<sup>st</sup> or September 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 may result in loss of the assigned plot. Plot fees for new gardeners collected in mid-season will be pro-rated if less than 3 months.
- 7) There is a separate charge for water. Currently, water fees are based on \$0.15 per square foot per season.
- 8) 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

- 9) Volunteer manager(s), under the guidance of a Director, may oversee the day-to-day operations at gardens.
- 10) 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.
- 11) Children under the age of 10 must be supervised at all times. Dogs must be kept on a leash.
- 12) \_\_\_\_\_ **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.**
- 13) No permanent structures or trees are allowed. Arbors and trellises must be less than six feet tall and may not be positioned where they would shade a neighbor's garden plot at midday.
- 14) \_\_\_\_\_ **Water conservation is essential.** Unattended watering is prohibited. Do not water the common areas unless you have been asked to by the management. Mulch your garden to conserve water.

15) To avoid the spread of disease, all plants in the nightshade family, including tomato, eggplant, pepper and potato must be removed from your plot by December 1<sup>st</sup> and not planted until March 1<sup>st</sup>. They must also not be added to the compost piles.

16)        **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 1/2 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.

17) 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.

18) Sales of all fruits, vegetables, herbs, or flowers grown in the community garden are prohibited..

19)        **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.*

20) **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.

21)        **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

22) 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.

23) 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**

24)        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 canceled and your plot being reassigned

25)        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.**

**I 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: \_\_\_\_\_

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