



Trinity Gardens

Plot User Paperwork Packet

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Plot-Users March 2020 – February 2021

Thank you for your interest in being a Plot User at Trinity Gardens.

PACKET CONTENTS:

- 1) *Trinity Gardens Agreement* on pages 1-7 (**Initials on each page and signature on page 7 required**)
- 2) *Plot User Application* on pages 8-9 (**required**)

Please mail or drop off payment and completed paperwork addressed to Trinity Gardens before March 31st 2020 to:

Trinity Gardens
C/O TELC
909 N. La Cumbre Rd.
Santa Barbara, CA 93110

Questions? Please contact

Mallory Russell

hello@trinitygardenssb.org

A copy of the TG Agreement and Plot User Application can be found at www.trinitygardenssb.org

Trinity Gardens is an outreach program of Trinity Evangelical Lutheran Church

909 N. La Cumbre Road, SB, CA, 93110,

a 501(c)(3) non-profit organization (tax ID #41-1568278)

www.TrinityGardensSB.org • (8 0 5) 6 8 7 - 1 5 7 7 • hello@trinitygardenssb.org

Trinity Gardens Agreement for Limited, Non Exclusive Garden-Plot Use

("TG Agreement")

We are so pleased you have chosen Trinity Gardens (TG) for your own garden plot! We support both new and seasoned gardeners' efforts to grow food for themselves and their friends and families.

Please read the terms of Trinity Gardens Agreement (the "TGAgreement" or "Agreement") carefully. The Agreement obligates you to abide by these Policies and Procedures, which are meant to guide Plot User activity, maintain healthy, productive plots that serve the TG mission to "grow produce organically, and nourish our community through shared gardening, educational, and food experiences," and governs your limited, non-exclusive use of the land owned by Trinity Evangelical Lutheran Church.

Garden Plot Non-Exclusive Use

Fees

Returning Plot Use - \$175/year

First-year Plot Use - \$175/year + \$30/person

The \$175 fee covers water, insurance, and minor operating expenses of the garden. The additional \$30 for each user for First-year Plot Use covers the fee for prepping the plot for the next user (and is a one-time charge only). All plot use fees must be paid prior to eligibility being established and plot being issued. Should one or more applicant(s) be found ineligible, the total fee paid will be refunded. No refund is given for use of a plot for part of a year.

Availability

Garden plots of approximately 10 x 20 square feet are available at Trinity Gardens for non-exclusive use by eligible applicants as plots become available. Plots are issued on a first-come, first-serve basis, with priority being given to previous plot holders who have demonstrated commitment to and maintained their plot in accordance with the Policies and Procedures.

A Wait List is maintained by the Garden Manager; available plots will be issued to the next individual on the Wait List who will be given between a two week and one- month notice that a plot has become available before the plot is offered to the next person on the Wait List.

Plot Users who wish to relinquish their plot should notify the Garden Manager (Mallory Russell) as soon as possible to coordinate transfer of plot to a new Plot User.

Eligibility

Applicants must meet the following criteria to be considered eligible for the non-exclusive use of a garden plot:

1. Resident of the cities of Goleta, Santa Barbara, or the remaining portions of the unincorporated South Coast of Santa Barbara County. Because serving the immediate community is a priority for the TG mission, preference will be given to those applicants who live in the neighborhoods surrounding TG.
2. Be 18 years of age or older. Children of families who have agreed to the non-exclusive use of plots are welcome to assist in gardening but must do so under parental supervision.
3. Those interested in applying must complete a tour with a Committee Member and volunteer one hour for one workday or special event before applying.

Volunteer Hours

In order to remain eligible to use a TG plot, Plot Users must also complete two (2) hours of volunteer work per month in or for the garden, for a total of twenty-four (24) hours per year.

Volunteer opportunities are available by consulting with the Garden Manager, Project Manager, or the Community Service Coordinator. These opportunities include, but are not limited to, regular maintenance of the TG common areas and assistance with special events. Plot Users who do not stay current with this volunteer requirement will be given notice by a member of the TG Committee by e-mail.

Plot holders may choose to donate to Trinity Gardens at the rate of \$20 per volunteer hour, for up to 50% (12 hours) of the required commitment, if he or she is not able to complete the required volunteer time.

Trinity Gardens General Rules

Approved applicants ("Plot Users") are required to follow the Trinity Gardens General Rules, which are posted for all gardeners and visitors to the garden:

4. Visitors are welcome to explore the garden during "Open Garden" hours (Tuesday 8 am – 11 am, Thursday and Sunday 9 am – 12 pm), TG special events, or by appointment at hello@trinitygardenssb.org. Outside these hours we ask that visitors only visit TG in the company of a Plot User.
5. Youth under the age of 18 are not permitted in TG unattended.
6. For your security and the security of garden supplies and produce, the garden gate is to be locked at all times except during Open Garden Hours, special events, or when in use by Plot Users.
7. Please respect the hard work of other plot users, and avoid picking, pruning, moving, or removing any plants, fruits, vegetables, flowers, or support structures on their plots or in the common areas where they are working.
8. Please leave pets at home. In the case your dog is with you, it may be leashed in the designated area outside TG.

9. For the health of the garden and those in it, please refrain from smoking or using tobacco products, drugs, or alcohol on Trinity Gardens or church property. (Tobacco can carry mosaic viruses, which can be deadly to tomatoes and beans.)
10. In order to maintain a healthy, respectful atmosphere, please refrain from use of vulgar, profane and/or abusive language.
11. It is recommended that Plot Users and visitors to TG lock their vehicles. The Church has a Safe Parking program for people in temporary need of overnight housing in their cars. Trinity Gardens and Trinity Lutheran Church cannot guarantee against and are not responsible for theft or vandalism.

Trinity Gardens Policies and Procedures

In addition, Plot Users are required to adhere to the following policies and procedures for maintaining the health of the garden and showing respect for other Plot Users:

12. Trinity Gardens is an organic garden. Plot Users are required to use environmentally friendly practices to their gardening and are encouraged to seek the Project Manager or committee member's guidance for appropriate application of amendments, fertilizers, and other materials. Plot Users shall not use pesticides and fertilizers that are not considered organic. Plot Users shall not use any weed killer, pesticide or fertilizer that affects another Plot User's plot. Plot Users are encouraged to use mulch and compost provided by Trinity Gardens.
13. Shared tools, supplies, and equipment provided by TG will be cleaned and stored in the tool shed after use.
14. At least one person named on the Agreement must be present when gardening is taking place. Persons named on the Agreement must perform the majority of the gardening and maintenance of their plot except during vacation or short-term illness. Please notify the Garden Manager, Project Manager, or a committee member of any changes therein.
15. All growth must remain within individual plot boundaries. Tall plants will be planted so that they do not shade other Plot Users' plots. Wire fences under 3' in height are permitted within the confines of your plot. Terracing higher than 1' above your plot's soil level is not permitted.
16. Structures other than basic trellises are prohibited. Use of non-pressure treated wood is preferred.
17. Plot Users must harvest fruits and vegetables when ripe to avoid attracting rodents and pests. If a Plot User needs support in harvesting, or would like to donate any part of their excess produce, he or she should contact the Garden Manager or committee member. In the absence of one of these, place produce in the designated area, with a note indicating it is adonation.
18. Weeds will be kept to a minimum, and the area around the perimeter of the plot will be kept weed free. Plot holders must keep 2' clear of the garden boundary fence to minimize rodent habitat.

19. Plot Users and their guests must dispose of trash and litter in the proper receptacles. Dumping or storing any materials in the parking lot, property adjacent to TG, or in TG itself is not permitted.
20. Non-permanent storage of supplies within a plot is permitted, if removed within 30 days. Plot Users are encouraged to keep storage of personal gardening supplies to a minimum and preferably off-site.
21. All organic debris shall be disposed of as current composting policies require. See Project Manager for up-to-date composting procedures. All non-organic debris must either be placed in the recycle or regular trash bin, located in the corner of the parking lot.
22. Plot Users of unkempt plots (i.e., presence of weeds, un-harvested produce, un-pruned plants, etc.) will be given verbal notice to tidy their plot. In the event that a plot is not maintained within two weeks of notice, a second notice will be issued in writing at which point the Plot User will have an additional two weeks to maintain their plot. If the plot is still untidy after this time, the Plot User will forfeit their plot and the Agreement will be terminated without a refund.

Limited, Non-Exclusive License Agreement Regarding Plot Use

Your limited, non-exclusive use of the Plot (“User”), land owned by Trinity Evangelical Lutheran Church (the “Church”), is hereby governed by the following terms and provisions:

23. The Church hereby grants to the User a limited, non-exclusive license to use the designated plot and common areas designated by the Trinity Gardens Committee, from sunrise to sunset on Monday through Sunday, provided however, that whenever Church-authorized, outdoor-worship services are taking place, the User shall only use the south gate, motors or heavy equipment shall not be used, and gardening activities shall be quiet & respectful. The Trinity Gardens Committee may in its discretion approve, on an ad-hoc basis, after-sunset official events and/or gardening activities for plot users and volunteers. The User is not granted a license and agrees not to use or trespass upon all other remaining Church Property, including, without limitation, all land, buildings, and equipment wherever located, except to the extent that the Church or other authorized groups have activities where the User is invited or otherwise permitted to enter onto Church Property (e.g., worship services).
24. In permitting the use of the designated plot, the Church does not relinquish ownership, control or custody thereof, is not granting a rental interest in real property, nor is it creating any type of tenancy. The Church does hereby specifically retain the right to enforce any and all laws, regulations and rules applicable thereto. All plots and common areas constituting “Trinity Gardens” will at all times remain under the management, charge and control of the Church. The Church, however, subject to the above Trinity Gardens Committee Rules, Policies & Procedures and excepting certain limited safety and monitoring-provisions, shall have no control over the User’s activities and operations relating to gardening activities.

If the Church needs to use the designated plot, common areas, or all or part of Trinity Gardens, or any personal property or equipment belonging to the Church for whatever reason, the User agrees to vacate and abandon the designated plot; and/or to make available any personal property or equipment that is re- requested. The Church agrees to give User as much notice of its use of the designated plot and/or personal property and equipment as possible.

25. Trinity Gardens and/or the Trinity Gardens Committee are informal committees/ organizations authorized by and agents for the Church, are not incorporated under the laws of the State of California, and have no independent legal existence. Gifts made to Trinity Gardens or the Trinity Gardens Committee in support of gardening activities shall be deemed gifts to the Church, which the Church in its sole discretion may make available for use by TG personnel and by all Users.

26. The User understands and agrees that during the term of this Agreement there may be other events taking place in and around the land informally constituting "Trinity Gardens" that are not covered by this Agreement, including but not limited to outdoor worship and the sale of Christmas Trees. User shall conduct its activities so as not to interfere with other events.

The User accepts the designated plot in its existing condition. The Church and Trinity Gardens have no obligation to improve or change the designated plot. The Church reserves and shall have at any and all times the right to enter its land including each and every designated plot. Church personnel will monitor and evaluate the effect of the use, as well as preparations for and clean-up after each use, on its land and their effect on the Church's operations including its religious and educational activities. The Church's agent or other authorized representative may enter into the designated plot at any time to inspect the User's activities and operations to ensure that the use of the land is in conformity with this Agreement. If such monitoring and evaluations are not acceptable to the Church, in the Church's absolute discretion, the Church shall have the right to terminate this Agreement by providing not less than 30 days written notice to the User.

27. The User will instruct the User's guests to follow all instructions given by Church personnel relating to the duties and obligations of the User arising under this Agreement. If at any time the use violates any local ordinance or regulation or State law, or if it violates this Agreement, upon demand of Church personnel the User and their guests shall cease and desist from continuing such non-permitted use; and in the discretion of Church personnel or members of Trinity Gardens, the User and/or guest may be escorted from the Church Property and prohibited from returning to the Church Property.

28. The User hereby voluntarily releases, holds-harmless, discharges, waives and relinquishes any and all Claims, whether direct or consequential, against the Church, its officers, employees, agents, members, affiliated entities, subsidiaries, assigns and all persons acting in concert and participating with the Church (excepting only those claims due to fraud or willful injury to persons or property) to the fullest extent allowed by California- and other applicable-law. User expressly covenants that these releases shall apply to all known, unknown and unanticipated Claims; and hereby waives the provisions of Section 1542 of the California Civil Code, and similar provisions in any other State of the United States or the common law, which provide:

“A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” For purposes of this paragraph, “Claims” are defined as: any and all threatened, pending, or completed, civil or criminal, federal or state, claim or complaint (regardless of the legal form the claim or complaint may take whether it be suit, lawsuit, action, proof of claim, adversary proceeding, administrative-, agency-, or other proceeding), hearing, demand, arbitration, alternative-dispute-resolution proceeding, including each and every cause of action, claim for relief, and allegation of fact contained therein, whether seeking judgment, decree or order for money damages, liability, losses, expenses, injunctive or other relief, arising out of or related to, and without limitation:

- (i) the access by, use, or presence of the User, the User’s guests, or other persons on any and all Church Property wherever located,
- (ii) any breach or default in the performance of any obligation on the part of the User to be performed under this Agreement,
- (iii) injuries, poisoning, burn injuries, death, to any person or damage to any property arising out of or related to the use of the Plot, common areas or any other Church Property, or any other activity,
- (iv) vandalism and property damage caused to the Church Property, and
- (v) all claims for attorneys’ fees, expert-witness fees, legal expenses, court- and other-costs, and liabilities incurred in connection with any of the foregoing claims.

To the extent allowed by law, (i) under no circumstances, including those involving negligence, will the Church be liable for any incidental, indirect, special or consequential damages including lost revenue or donations, including but not limited to losses resulting from crop failure, the inability of the User to use the Plot (for example, due to power outages, lack of water), even if the Church has been advised of the possibility of such damages, and (ii) in no event will the Church’s total liability to the User for all damages, losses, claims, whether in contract or tort (including negligence) or otherwise, arising from the User’s inability to use the Plot, exceed the amount of the fee paid if any by the User during the Term.

29. The User shall not commit, or allow to be committed, any nuisance or waste in or upon the designated plot, common areas, or any land owned by the Church. The User shall not use the designated plot, common areas, or permit anything to be done in or about the land constituting Trinity Gardens, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

30. Neither this Agreement nor any act of a party pursuant to this Agreement will be construed to create any partnership, joint venture, or agency relationship between the parties, nor will a party hold itself out to be vested with any power or right to bind another party contractually or to act on behalf of another party. If during the term of the Agreement the parties use the terms “partner,” “partnership,” “alliance,” “affiliation,” “commune,” “communal” or other similar terms, those terms or references refer to a spirit of cooperation between the parties and do not

describe expressly or impliedly create a legal relationship, partnership, joint venture or agency, any responsibility by one party for the actions of the other, or any fiduciary or other duty owed by one party to the other, nor do they describe the sharing of common interests, property, possessions, resources, work or income.

31. The User shall not voluntarily sell, assign, sub-license, or transfer their limited, non-exclusive license to use the designated plot.

Please sign and return a copy of this page and the following two pages to:

Trinity Gardens 909 N. La Cumbre Rd., Santa Barbara, CA 93110

Signature: _____ Date: _____

**Trinity Gardens Application & Limited, Non-Exclusive Use Agreement
("Plot User Application")**

Name (please print): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Cell and/or Home Phone: _____ CA Driver's License: _____

Release/Hold Harmless Agreement

I/We, the undersigned _____ for and on behalf of myself/ourselves, heirs, devisees and/or assignees, hereby release and hold harmless the Trinity Gardens Committee, Trinity Evangelical Lutheran Church ("Church"), its officers, employees and agents, as provided for in the Trinity Gardens Agreement in paragraph 30 of the accompanying Trinity Gardens Agreement, from any and all claims, demands, and actions asserting liability for damages resulting from personal injury or property loss, whether caused directly or indirectly by acts and/or omissions of the Church, its officers, employees or agents, or by a third party, or by my own acts and/or omissions while in the course of, or resulting from, my permissive, limited, non-exclusive use of the Church's land pursuant to the Trinity Gardens Agreement to the fullest extent permitted by California and federal law.

Signature of applicant: _____ Date: _____

Please send application and check* to: Trinity Gardens, 909 N. La Cumbre Rd. Santa Barbara, CA 93110.

Deadline for receipt of application & check is March 31st, 2020. There is a 30-day grace period: plots will be licensed to other parties if a completed Application along with a check for the correct amount is not received by the end of the 30-day grace period, April 30th, 2020).

**Plot users who may require financial assistance should contact the Trinity Gardens Committee.*

Plot Non-Exclusive Use Agreement

I have read and agree to the provisions of the Trinity Gardens Agreement for Limited, Non-Exclusive Garden- Plot Use (the "Trinity Gardens Agreement," a copy of which is attached hereto and incorporated herein by reference), with the Trinity Gardens Committee, the agent for and representative of Trinity Evangelical Lutheran Church.

Signature of Applicant/"Plot User"/"User"): _____ Date: _____

Community Service Requirement

I agree to the Community Service Requirement of volunteering two (2) hours per month (24 hrs/year) maintaining common areas and/or supporting special events. I agree to send or deliver payment for hours not completed to: Trinity Gardens, 909 N. La Cumbre Rd. Santa Barbara, CA 93111 by the 15th of the following month.

Initial here: _____ Date: _____

Trinity Gardens Application & Limited, Non-Exclusive Use Agreement ("Plot User Application" continued)

Plot Maintenance

I understand it is my responsibility to maintain my plot and keep the immediate pathway(s) around my plot free of weeds.

Initial here: _____ Date: _____

"Plot Users of unkempt plots (i.e., presence of weeds, un-harvested produce, un-pruned plants, etc.) will be given notice to tidy their plot. In the event that a plot is not maintained within two weeks of verbal notice, a second notice will be issued in writing at which point the Plot User will have an additional two weeks to maintain their plot. If the plot is still untidy after this time, the Plot User will forfeit their plot and the Agreement will be terminated without a refund.

For Administrative Use Only

Check received: _____ New plot-user? Y /

Orientation tour: _

Approval of Plot Use for Plot # _____ on _____ by (TG Committee person initials) _____ by
and on behalf of Trinity Evangelical Lutheran Church.

Contacts: Trinity Gardens Treasurer, Marsha Krebs, (805) 252-4544, marshakrebs@gmail.com
Trinity Gardens Garden Manager, Mallory Russell, hello@trinitygardenssb.org