



KEEP GASTONIA BEAUTIFUL, INC.

KEEP AMERICA BEAUTIFUL AFFILIATE

Highland Community Garden 2023 Information

The Highland Community Garden is a partnership between the City of Gastonia, Keep Gastonia Beautiful and the Highland Neighborhood. Keep Gastonia Beautiful's mission is to make the community at large knowledgeable and responsible in natural resource conservation, solid waste handling, recycling, litter abatement and beautification.

2023 MEMBERSHIP APPLICATION PROCESS:

- 1. Submit an Application for a Plot in the Highland Community Garden to Keep Gastonia Beautiful.**
- 2. Keep Gastonia Beautiful Selects Garden Members for the Year.** Garden applications are more likely to be accepted for gardeners who:
 - a. Live in or have ties to the Highland Community
 - b. Volunteer at off-season Garden Events
 - c. Pay their yearly membership dues on time
- 3. Annual Highland Community Garden Membership Dues are required for all applicants.** Membership dues will vary on the size of the beds and how many you choose. Prices are for entire growing season April - November:
 - a. 10 raised beds - 8x2 (\$3/each)
 - b. 7 raised beds - 7x4 (\$5/each)
 - c. 12 raised beds - 8x4 (\$6/each)
 - d. 2 raised beds - 21x4 (\$18/each)
- 4. Dues will be paid after acceptance of garden application. Membership dues cover:**
 - Costs of water for the garden.
 - Costs to replace lost or broken Community Garden tools.
 - Additional Garden Events
- 5. Not a member/plot holder with another community garden.** In order to allow new participants to learn and benefit from participation in the community garden, plot holders in other community gardens will not be considered for membership.

Please submit your interest ASAP

to Keep Gastonia Beautiful, 150 S. York Street, P.O. Box 1748, Gastonia, NC 28052

You will be advised of the status of your application by March 29.



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Highland Community Garden 2023 Membership Application

PLOT NUMBER(s) (Office Use Only): _____

Name: _____

Street Address: _____

City: _____ Postal Code: _____

Phone: (H) _____ (W/C) _____

Email: _____

This year the plot selection will be a little different. We will take all requests (1st-3rd choices) and then assignments will be made and communicated on Wed., March 29. Fees will be collected and keys will be distributed. The new season will begin April 1.

Please see attached sheet with plots for 2023. We will try to honor requests for specific beds as best as we can. There is a 3 bed limit. After April 15, more beds may be open for rent.

1st : _____ 2nd - _____ 3rd - _____

Best way to contact you: Mail Phone Email

Other Gardener(s) helping with plot: _____

- I am **NOT** a plot holder with another community garden
- I am interested in becoming a **Gaston County Master Gardener**
- I am more interested in learning about garden topics: _____
- I am interested in working with a school/community group in the garden
- I am interested in creating art for the garden

Tell us why you are interested in becoming a member:

Please submit this completed form to:

Keep Gastonia Beautiful
150 S. York Street
P.O. Box 1748
Gastonia, NC 28053

For More Information Contact Keep Gastonia Beautiful at:

Phone: 704-869-1047

Fax: 704-866-6067

Email: julieH@cityofgastonia.com



Highland Community Garden Rules

This document sets out the rules that govern the Highland Community Garden (the “Garden”). These Rules are intended to help all our Gardeners grow fresh, healthy food in a thriving garden, to help create a sense of community among our gardeners, and to help the Garden to be a good neighbor.

Keep Gastonia Beautiful, Inc. (herein also referred to as “Sponsor”) is a nonprofit organization that operates the garden and administers these Rules in conjunction with the City of Gastonia, who provides the land for the Garden. Every person who has a plot in the Highland Community Garden (called “Gardeners”) must sign a legal agreement with Keep Gastonia Beautiful in which the Gardener agrees to comply with these Rules.

A. ACCESS TO THE GARDEN

- a. **Season:** The Garden is open and accessible from March 25th until November 15th
- b. **Hours:** Gardeners may be in the Garden between dawn and dusk
- c. **Keys and Security:** Each gardener will have access to a padlock key to open the gates and building. This lock should not be shared with anyone who is not a member of the Highland Community Garden. Gardeners may not make any copies of the key. On leaving the Garden, Gardeners are responsible for locking all padlocks on gate entrances and building, if there are no other individuals in the Garden. Gardeners will follow any additional security guidelines that may be announced by Keep Gastonia Beautiful.

B. GARDEN PLOTS

- a. **Use of Own Plot:** Gardeners may use only the plots assigned to them by Keep Gastonia Beautiful. Gardeners will maintain their plants within their plots and will trim any plants that extend into neighboring plots or into common areas. Gardeners may not alter the dimensions of their plot.
- b. **Plantings:** Gardeners may plant vegetables, fruits, and flowers. Gardeners may not grow any plants above four [4] feet in height.
- c. **Supplies:** Gardeners are solely responsible for the planning and management of their own plots, including providing their own seeds, plants, fertilizer, and any tools not provided by Keep Gastonia Beautiful or Gardeners collectively.
- d. **Tools:** Keep Gastonia Beautiful will provide a set of tools in a storage shed in the Garden for use by all Gardeners (the “Common Tools.”) All Gardeners have equal access to Common Tools stored on site on a first-come first serve basis. Gardeners **may not** remove any Common Tools from the Garden premises. Gardeners will return the Common Tools to the storage shed as soon as they are finished using them. If a Common Tool appears dangerous or in disrepair, Gardener will not use the Common Tool and inform Keep Gastonia Beautiful immediately. Gardeners may bring their own tools into the Garden to use in their plots, but they cannot store any tools in the Garden. Gardeners are responsible for any damage caused by tools they bring into the Garden and so should use them with care. Gardeners may not use any power tools, such as those that require gasoline, batteries, or electricity.
- e. **Organic Methods:** Gardeners will garden organically. Gardeners will check with Keep Gastonia Beautiful before applying any fertilizers, pesticides, herbicides, or rodenticides, even if labeled “organic.” Use of compost, organic mulch, and weeding is always acceptable.
- f. **Water:** Water is provided at 2 designated places in the garden. The faucet can be used at any time during garden hours without restrictions, but should never be left running un-attended.



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- g. **Plot Maintenance and Trash:** Gardeners will maintain their plots and adjacent paths in a clean and neat fashion, promptly removing any weeds, overgrowth, or other waste from their plot. Gardeners will promptly harvest edible plants. Gardeners are responsible for hauling and disposing of their own non-organic trash, such as boxes, trays, bags, packets, and similar items. A trash bin is located by the shed. If you notice that it is full, please let us know so we can get the trash picked up in a timely fashion. Summer gardening begins March 25th. Gardening ends November 15th. Gardeners should have all plants removed and the plot prepared for winter by end of November.
- h. **Compost:** Gardeners will place any organic waste such as weeds, dead plants, or rotten produce, in the compost bin designated by Keep Gastonia Beautiful. When weeding your garden – don't leave on grounds, please place with compost. Or put the yard waste in the yard waste bin. If you notice it is full, please dump the yard waste on the side of the road off Granite Street and return the bin inside the gate.
- i. **Absence:** Gardeners must plant in their reserved plots by May 15 or their beds will be considered "abandoned. A refund will not be given. Gardeners may not abandon their plots mid-season. Abandonment means failing to maintain a plot for 2 weeks. If a Gardener expects to be away from the Garden for more than 2 weeks, but less than 1 month, he or she must inform Keep Gastonia Beautiful. The Gardener and Keep Gastonia Beautiful will then determine an alternative, such as a temporary substitute, acceptable to both.

C. COMMON AREAS AND RESPONSIBILITIES

- a. **Common Responsibilities:** Gardeners will keep clean and neat any common area such as pathways and storage sheds. Gardeners will promptly report any concerns about the safety of the Garden to Keep Gastonia Beautiful. If there is vandalism, storm damage, or other damage to the Garden, all Gardeners are expected to help in cleaning up and restoring the Garden to its prior condition, but Keep Gastonia Beautiful will bear the cost of the repairs.

D. COMMUNICATION

- a. **Contact Information:** Keep Gastonia Beautiful will provide a bulletin/announcement board in the garden. The coordinator will post contact numbers on the board in the Garden. Gardeners must tell the coordinator of any change in their contact e-mail addresses or phone numbers.
- b. **Gardener Orientation:** New Gardeners must attend a Keep Gastonia Beautiful-led orientation to become familiar with how the Garden functions and their responsibilities as a Gardener.
- c. **Confidentiality:** Keep Gastonia Beautiful and other Gardeners will not use any personally identifiable information, including Gardener's name, email address, telephone number, or street address, for purposes other than the operation of the Garden.

E. CONDUCT

- a. **General Conduct:** Gardeners are expected to be civil, honest, and cooperative in dealing with the Landowner, Keep Gastonia Beautiful, Garden neighbors, other Gardeners, and guests of other Gardeners.
- b. **Guests:** Gardeners may bring guests, including children, into the Garden, provided that the guests comply with the Rules. Gardeners will supervise any child under the age of sixteen. Gardeners will be responsible for the conduct of children and their guests including making sure they do not damage or interfere with activities on other plots or otherwise engage in inappropriate conduct. Guest violations of these Rules are treated as violations by the Gardener.
- c. **Pets:** Gardeners may not bring any pets or animals into the Garden.



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- d. **Respect Others' Property:** Gardeners may not enter other plots, use another Gardener's tools or supplies, or harvest another Gardener's produce, without the explicit permission of the other Gardener. Gardeners may not enter property next to the Garden without the owner's permission.
- e. **No Illegal Plants:** Gardeners may not grow any plants considered illegal under state or federal law.
- f. **Compliance:** Gardeners must comply with all applicable local, state, and federal laws.
- g. **No Firearms:** Gardeners may not carry, use, or store firearms in the Garden.
- h. **No Smoking:** Gardeners may not smoke in the Garden.
- i. **No Alcohol/Drug Use:** Gardeners may not consume or use alcohol or illegal drugs while on the Garden premises. Gardeners may not bring alcohol or illegal drugs onto the Garden premises. Gardeners may not come into the Garden while under the influence of alcohol or illegal drugs.
- j. **No Fires or Cooking:** Gardeners may not start or maintain a campfire, burn weeds, use a barbecue grill, or cook in the Garden unless cooking takes place as part of a Community Garden Event, or is done with the express prior approval of Keep Gastonia Beautiful and the Garden Coordinator.
- k. **No Loud Music:** Gardeners may not play music or the radio loud enough to be a nuisance to other Gardeners or to the Garden's neighbors.
- l. **No Sales:** The Garden is for personal, noncommercial use only; Gardeners may not sell any produce or flowers grown in the Garden.

F. PROBLEMS

- a. **Dispute Resolution:** Gardeners will raise with the coordinator any disputes about the Garden or with fellow Gardeners. The coordinator will have the power to hear these disputes and will resolve them in the best interest of the Garden.
- b. **No Limit on Sponsor Rights:** The process described in this Section G does not (i) limit Keep Gastonia Beautiful's ability to enforce its rights under these Rules; (ii) limit or qualify a Gardener's obligation to comply with applicable law or the Rules; or (iii) limit Keep Gastonia Beautiful's right to notify and/or involve government authorities as it may determine.
- c. **No Refund or Other Claims:** Gardeners under no circumstances will be entitled, directly or indirectly, to any refunds, any direct, incidental, consequential, punitive, or other damages, any other forms of compensation from the Sponsor or the owner of the Garden's land, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of termination from participation in the Garden.
- d. **Rules Violations:** Gardeners may lose their rights to participate in the Garden if they fail to comply with any of these Rules. If a Gardener:
 - endangers other Gardeners, Keep Gastonia Beautiful, neighbors, or other individuals
 - takes or uses another Gardener's tools, supplies, or produce without permission
 - encroaches on Garden neighbors' property
 - grows illegal plants
 - carries, uses or stores firearms in the Garden
 - uses alcohol or illegal drugs in the Garden



Keep Gastonia Beautiful may, at its discretion, terminate immediately the Gardener's right to participate in the Garden. If that occurs, the Gardener must leave the Garden by the end of Garden hours on the termination day and may not reenter without Keep Gastonia Beautiful's permission.

If a Gardener violates any other of these Rules, Keep Gastonia Beautiful will inform Gardener of the violation by mail or putting a red flag on Gardener's plot. The Gardener will have one week to correct the violation. If the violation is not corrected within one week as determined by Keep Gastonia Beautiful in its discretion, Keep Gastonia Beautiful may, at its discretion, terminate the Gardener's Agreement. After termination, Gardener will have two weeks to harvest and clean up the plot.

G. OTHER PROVISIONS

- a. **Changes in the Rules:** Keep Gastonia Beautiful may amend these Rules in its discretion without advance notice. Keep Gastonia Beautiful will provide all Gardeners with a copy of the current Rules, will post a copy of the current Rules at the Garden, and will summarize any changes in the next annual meeting. The Gardeners, through Garden Coordinators, may propose Rules for Keep Gastonia Beautiful's consideration.
- b. **Master Lease:** The Gardener's Agreements with individual Gardeners are subject to an agreement of use between the City of Gastonia who owns the Garden's land and Keep Gastonia Beautiful. As a result, if the City of Gastonia terminates the lease, the Garden will close, and the Gardener's Agreement will terminate. At that time the Gardeners will no longer have access to the Garden.
- c. **Garden Agreement Controls:** Nothing in these Rules limits, qualifies, or otherwise affects the Garden Agreements between Keep Gastonia Beautiful and each Gardener. Should there be any ambiguity or conflict between a Gardener Agreement and these Rules, the Gardener Agreement will control.
- d. **Waiver:** Any waiver by Keep Gastonia Beautiful of these Rules must be in writing and signed by the Administrator of Keep Gastonia Beautiful. Failure, neglect, or delay by Keep Gastonia Beautiful at any time to enforce the provision of these Rules will not be considered a waiver of Keep Gastonia Beautiful's rights under these Rules. Waiver of any breach or provision of these Rules or failure to enforce any breach or provision of these Rules will not be considered a waiver of any later breach or the right to enforce any provision of these Rules.
- e. **No Discrimination:** Keep Gastonia Beautiful will not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition, ancestry, marital status, citizenship, sexual orientation, gender identity, or status as a veteran.
- f. **Translations Not Binding:** Keep Gastonia Beautiful may provide Gardeners with a translation of these Rules and related summaries or other explanatory materials. Sponsor does so as a convenience. Should there be any ambiguity or conflict between the English and the translated versions of these documents, the English language versions will control. They, not the translations, are the official, legally binding documents.



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Highland Community Garden

Release, Hold Harmless and Indemnification Agreement

The undersigned, in consideration for the City of Gastonia and Keep Gastonia Beautiful, Inc., allowing (the individuals signed below) to enter Licensed Premises solely for the purpose of conducting gardening activities, does hereby consent and agree to the following:

The undersigned hereby waives and releases the City of Gastonia, all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether without limitation strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorney’s fees to the extent any damage or loss to property or injury or death of any person that may occur while entering upon and/or conducting gardening related activities at the Licensed Premises.

Further, the undersigned hereby agrees to indemnify the City of Gastonia and Keep Gastonia Beautiful, Inc. along with all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained while entering upon and/or conducting gardening related activities at Licensed Premises. In no event shall the undersigned or any of his/her heirs, assigns, agents or any other individual or entity acting on behalf of the undersigned be considered, nor shall he/she hold himself/herself out to be, an officer, employee, agent or other representative of the City of Gastonia.

*I have read, understand, and agree to this Liability Waiver and Indemnification.
I have also read, understand, agree, and have received a copy of the Gardening Rules and Requirements submitted as part of the lease agreement.*

Gardener’s Signature

Date

Keep Gastonia Beautiful Staff Signature

Date

Gardener Name: _____

Address: _____

City and State: _____

Phone: _____

E-mail: _____

Emergency Contact: _____