

# Rental Agreement; Waiver and Release of Liability; AND Photography, Video and Audio Release

The Culver City Community Gardens (the “Gardens”) were established to provide a place for active participation in gardening for residents of Culver City who would otherwise not have the opportunity. The Gardens are managed by the City of Culver City (the “City”), Parks, Recreation and Community Services (PRCS) Department.

To be eligible for a Gardens plot, you must: 1) be a Culver City resident; 2) live in an apartment, condominium, townhome or other dwelling unit; and 3) have no gardening space available to you. One (1) plot is allowed per family/household. Plots are non-transferable to family members, friends or others, regardless of the circumstances. The PRCS Department will maintain a waiting list of interested plot renters as necessary; however, we reserve the right to “close” this list should it become untenably long.

## **RENTAL AGREEMENT**

### **Rental and Renewal Process**

The Gardens plots may be reserved under a Rental Agreement on a first come, first served basis for a period of up to twelve (12) consecutive months at an annual fee of \$32.00 (fees are subject to change during the City Budget Process), commencing on January 1<sup>st</sup> of each year—or as a plot becomes available throughout the year. If a plot is rented for a period of less than one year, the rental fee will be calculated on a pro rata basis for the actual number of months rented. In order to give other residents an opportunity to utilize this valuable community asset, all new Rental Agreements shall expire on December 31<sup>st</sup>.

Renters may re-rent the same plot for a maximum of six consecutive years, subject to payment of the annual fee.

### **Rental Agreement and Fees**

- 1) Before gardening can begin, Renters (also referred to as “Gardeners”) must have read and understand all rules and regulations contained herein and agree to comply with such rules and regulations, submit a signed Rental Agreement (Renter’s signature on this document below shall constitute the Rental Agreement and Renter shall be bound by the terms and conditions of rental as set forth herein), and pay their annual plot fee.
- 2) The rent for plots is \$32.00, due by January 1<sup>st</sup> each year and considered delinquent if not paid by February 1<sup>st</sup>. Any plot not paid will be reassigned any time thereafter. Fees are subject to change.
- 3) One set of keys will be included with the annual rental fee. Additional sets of keys (or replacement keys) may be purchased at the cost of \$11.00 each. Renters are required to return all keys when their plot rental period is terminated.
- 4) Plots are assigned on a first come-first serve basis.
- 5) Gardens plots are assigned to one (1) person only and are not transferable. Family, friends or other individuals (hereinafter, referred to as “Invitee” or “Invitees”) may assist and have access to a Renter’s assigned Gardens plot with their explicit permission.
- 6) Obligation for payment of fees, cleanup, and other duties at the site are the sole responsibility of the individual whose name is assigned to the plot.
- 7) Sub-leasing of Gardens plots is prohibited.
- 8) One time per year, a licensed and insured contractor may be engaged by Renters with written permission from the City of Culver City to assist in plot maintenance.
- 9) Gardeners and Invitees will report to staff issues in the garden (such as broken items,

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safety hazards, rodents, vandalism, theft, etc.) as soon as possible in order that issues may be addressed in a timely manner.

- 10) City staff shall be advised of your current address and telephone number; notification of any change must be made by calling (310) 253-6712.

## **RULES & REGULATIONS**

### **Plot Rules and Regulations**

- 1) Gardeners may lose their opportunity to participate in the Gardens, and their Rental Agreement may be immediately terminated, if they fail to comply with any of the following:
  - a. Gardeners' and Invitees' conduct and/or activities shall not endanger other Gardeners, Invitees or individuals;
  - b. Gardeners and Invitees shall not take or use another Gardener's or Invitee's tools, supplies, or produce without written permission;
  - c. Gardeners and Invitees shall not use the Gardens for commercial purposes;
  - d. Gardeners' plot and its contents shall not encroach onto adjacent Gardens plots or onto City property;
  - e. Gardeners and Invitees shall not grow plants or other vegetation that is a designated invasive species or deemed illegal under state or Federal law;
  - f. Gardeners and Invitees shall comply with the City's smoking regulations set forth in Culver City Municipal Code Section 9.11.115, which prohibits smoking within any park or recreational area;
  - g. Gardeners and Invitees shall not carry, use or store firearms, or use alcohol or illegal drugs in the Gardens;
  - h. Gardeners must arrange to have their plot maintained if they are too ill to maintain their plot or are going to be unable to maintain their plot for a period exceeding 30 days;
  - i. Gardeners who are not able to personally maintain their plot for a period exceeding 60 days will forfeit their right to their plot;
  - j. Gardeners may not sublet their plot;
  - k. All state, federal or local laws, statutes and ordinances including, but not limited to, City's polystyrene regulations, as currently enacted in Chapter 11.18 of the Culver City Municipal Code or as they may be amended in the future;
  - l. All City policies including, but not limited to, the Parks, Recreation and Community Services' Bullying Free Policy, as currently enacted in Culver City Resolution No. 2015-R002A (copy attached) or as this may be amended in the future.
- 2) In the event the City determines to utilize the Gardens for another purpose, the City shall provide Gardener with 90-days' written notice of termination. If Gardener's Agreement is terminated pursuant to this paragraph, Gardener shall be refunded a pro rata share of the rent paid for any remaining months during the term of the Agreement.
- 3) The City, at its discretion, may immediately terminate a Gardner's right to participate in the Garden in the case of noncompliance with the rules set forth above and/or any provisions herein. If a Gardener or any of the Invitees violate any of these policies, the City will inform Gardener of the violation by sending a letter through the U.S. Postal Service. Gardener will have one (1) month to correct the violation. If the violation has not corrected within one (1) month as determined by the City, at its discretion, the City may terminate the Gardener's Agreement. After termination, Gardener will have two (2) weeks to harvest and clean up the plot.
- 4) Upon termination for any reason, a Gardener shall promptly return to the City all keys to

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the Garden and any other City property. Except as otherwise provided in this Rental Agreement, terminated Gardeners are not entitled to any refunds or other payments from the City and are ineligible to rent a Gardens plot in the future.

## **Gardening Rules**

- 1) The use of chemicals (fertilizers, pesticides, etc.) in or around the Gardens is prohibited.
- 2) Gardeners agree to keep their plot and plot edges free of weeds, diseased plants, insect-infested plants, and over-ripe vegetables.
- 3) Plots shall be maintained free of litter and weeds.
- 4) Diseased and infected plants must be removed from the Gardener's plot and disposed of properly.
- 5) Gardens plots must be neatly weeded on a regular basis.
- 6) The planting of trees or shrubs is prohibited. No trees over six feet in height measured from the ground are allowed anywhere on rented parcels.
- 7) Use of sand and gravel in the Gardens plots is not allowed unless requested and granted written permission from the City.

## **Adjacent Paths & Borders**

- 1) Wood chips, hay, and straw are allowed to be used as mulch in the plots.
- 2) Plants must stay within the boundaries of a Gardner's rented plot and shall not protrude into an adjacent plot or walkway.
- 3) Paths must be kept clear of weeds, rocks, garden plants and other obstacles. This includes plants, such as raspberry canes, overhanging from a Gardner's rented plot. Landscaping cloth covered with wood chips may be used to keep weeds from the path, but Gardeners may not use carpeting, roofing material, or other non-organic materials within their rented plot.

## **Watering**

- 1) Gardeners and Invitees must be diligent in shutting off the water after use.
- 2) Gardeners and Invitees must report all leaks.
- 3) Gardeners and Invitees must ensure that their water hose does not cross adjacent plots or walkways and must be attended at all times. Water sprinklers are prohibited in the Gardens.
- 4) Use of open-ended hoses is prohibited. Gardeners and Invitees must use a nozzle on all hoses to conserve water. Additionally, Gardeners and Invitees must comply with all water regulations, including, but not limited to, any watering bans in effect.

## **Gardens Site, Rented Plots, Property and Tools**

- 1) Gardeners and Invitees must not make any permanent changes to the Gardens or their individual rented plots, such as, but not limited to, adding an underground watering system, changing the fence, altering the plot boundaries, or removing any of the plots' soil. The building of raised planter beds can only be done with written City permission.
- 2) Any modifications made to any Gardens plot becomes property of the City, such as, but not limited to any soil, amendments, raised planter beds, material used for steps and/or boundary definition.
- 3) Electric fences are not permitted in the Gardens.
- 4) Both the access and perimeter paths must be free of garden materials and debris to prevent creating a hazard or to impede plot maintenance.
- 5) Glass containers are prohibited in the Gardens.
- 6) When a Gardener or Invitees are finished with work on the rented plot, all tools and other

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items must be removed from the Gardens or stored safely and neatly in a storage container provided by the individual Gardener on the Gardener's rented plot.

- 7) Containers, bags and supplies of any kind should be secured in order to prevent them from blowing around and/or detracting from the orderliness of the Gardens.
- 8) Gardeners and Invitees must provide their own tools, seeds and planting materials.
- 9) The City of Culver City is not responsible for lost or stolen items. The City strongly advises against leaving anything of value at the Gardens.
- 10) Gardeners and Invitees are required to lock the Gardens gates if there are no other individuals in the Gardens. The last Gardener or Invitee to leave the Gardens, regardless of the time of day, must securely close and lock the gate.
- 11) Power equipment may only be operated by persons 18 years of age or older, who own or lease the equipment. All use is at the Gardener's or Invitee's own risk (insurance requirement) and with written permission from the City. Persons, other than the Gardener/Renter of the assigned plot, shall be required to sign a separate release of liability and waiver prior to use of any power equipment on the Gardens site.

## **Trash and Green Waste**

- 1) It is the responsibility of each Gardener to remove trash and green waste from their plots and completely out of the Gardens area.
- 2) Organic items (green waste) must be placed in the green waste bin provided by the City outside of the Gardens fence.
- 3) Rubbish must be placed in the garbage bin provided by the City outside of the Gardens fence.
- 4) Gardeners and Invitees must keep the Gardens trash-free at all times. Plant material is not allowed in the trash bins unless it is diseased or infested.
- 5) Mulch/fertilizer bags must be used when brought to the Gardens and shall not be stored at the Gardens.
- 6) Each year, City will schedule two Community Garden Clean-Up Days. Each Gardener must either attend, or send someone on his/her behalf to attend, one Community Garden Clean-Up Day per year. The City may charge a \$25 non-commitment fee to any Gardener who fails to attend, or send someone to attend on his/her behalf, at least one Community Garden Clean-Up Day each year.

## **Gardeners, Family and Pets**

- 1) Gardeners and Invitees must be considerate of their neighbors in the Garden.
- 2) All Gardeners and Invitees shall treat the Gardens, other Gardeners, Invitees, neighbors, and visitors with respect and consideration. No stealing, or verbal or physical harassment is allowed in the Gardens.
- 3) Persons under the age of 18 years old are welcome at the Gardens when accompanied and fully supervised by an adult and are expected to stay on paths and out of other plots.
- 4) Dogs and other pets are not allowed in Culver City parks, including the Gardens. Please be considerate, comply with the City's regulations, and leave them at home.
- 5) Radios and other audio devices may be used in the Gardens only with headphones.

## **WAIVER AND RELEASE OF LIABILITY**

In consideration of my participation in and use of the Gardens, I hereby waive, release and discharge any and all claims or rights to claims for damages for personal injury, death or property damage, including any exposure, personal injury, illness, death, quarantine, or isolation from

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COVID-19, which I may have or which may hereafter accrue to me, arising out of or resulting from my participation in or use of the Gardens. This Release is intended to discharge in advance the City, and its officials, employees, agents and volunteers ("Releasees"), from and against any and all liability arising out of or connected in any way with my participation in or use of the Gardens, even though that liability may arise out of negligence or carelessness on the part of the Releasees.

I further understand that my participation in and use of the Gardens, by their very nature, include inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, that serious accidents may occur, and that participants may sustain mortal or serious personal injuries, and/or property damage, as a consequence thereof. Knowing the risks of participating in and use of the Gardens, including any exposure to COVID-19 that may occur by participation in or use of the Gardens, nevertheless, I hereby agree to assume those risks and to release and hold harmless Releasees who, through negligence or carelessness, might otherwise be liable to me, or my heirs or assigns for damages. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns.

I agree to accept and abide by any and all rules and regulations of the City, including those pertaining to physical distancing, face coverings, and infection control protocols. I further agree that I will abide by the all official orders and rules and regulations related to COVID-19 that are in place for the City of Culver City, Los Angeles County and the State of California, and further will abide by any revised City of Culver City, Los Angeles County, and State of California Orders, protocols and regulations that may be issued at any time.

I give my permission to the City to photograph or audio/video record me participating in or using the Gardens and consent to, without receipt of compensation, the City's use of audio/video segments or photograph stills of me for any lawful purpose, including but not limited to news, advertising and promotional purposes. I further hereby release and hold harmless Releasees from any claims relating to the use of my likeness and image.

This release extends to all rights, demands, liabilities, obligations, claims or causes of action, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which result from or in any manner relate to my participation in and use of the Gardens. I further expressly agree to waive all of my rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims which 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."

By signing below, I acknowledge that I have read and understand these releases and their contents and am forever giving up legal rights to which I may otherwise be entitled, including all rights to sue the City of Culver City or its elected or appointed boards and commissions, its officers, agents or employees or to recover any money or damages from them for any harm I may suffer, including

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bodily injury or death, occurring from or during my participation in and/or conduct and activities at the Gardens as well as any rights I may have to my image, likeness and/or voice.

## PLEASE PRINT

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

Participant      Signature: \_\_\_\_\_

Date: \_\_\_\_\_      Phone: \_\_\_\_\_

\_\_\_\_\_  
Culver City Mailing Address

\_\_\_\_\_  
ZIP Code

\_\_\_\_\_  
E-mail Address

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## FOR CITY USE ONLY:

Assigned Gardens Plot Number: \_\_\_\_\_

Rental Period: \_\_\_\_\_

Rental Fee Paid: \_\_\_\_\_

  

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ATTACHMENT

Resolution No. 2015-R002A