

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 17-2024

AUTHORIZING THE EXECUTION OF A THREE-YEAR EXTENSION TO THE REVOCABLE PERMIT TO ENTER WITH THE EAST CUT COMMUNITY BENEFIT DISTRICT TO CONTINUE OPERATIONS AND MANAGEMENT OF ITS TEMPORARY COMMUNITY GARDEN AT TRANSBAY BLOCK 11B OR 29 ESSEX STREET; TRANSBAY REDEVELOPMENT PROJECT AREA

WHEREAS, The Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly known as the Office of Community Investment and Infrastructure) (the “Successor Agency” or “OCII”) is complying with the Transbay Redevelopment Project Implementation Agreement between the Redevelopment Agency of the City and County of San Francisco and that Transbay Joint Powers Authority, dated January 20, 2005 (“Implementation Agreement”), which requires, among other things, that OCII undertake activities to develop certain public open space in the Transbay Redevelopment Project Area. The California Department of Finance has finally and conclusively determined that the Implementation Agreement is an enforceable obligation under the Redevelopment Dissolution Law, Cal. Health & Safety Code §§ 34170 et seq; and,

WHEREAS, OCII currently holds fee title to an approximately 10,619 square-foot area of vacant land at Block 3749, Lot 504 (herein, the "Parcel"). The Parcel is part of Transbay Block 11B which is adjacent to and south of 25 Essex Street, west of Guy Place, east of Essex Street, and north of Lansing Street. The Parcel is currently comprised of a small vacant paved area and hillside areas with natural landscaping; and,

WHEREAS, The Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan (“Streetscape Plan”), is an implementing document of the Transbay Redevelopment Plan and the Implementation Agreement. The Streetscape Plan designates the Parcel for future park use. However, OCII is unable to develop the Parcel because the Metropolitan Transportation Commission and the City and County of San Francisco (the “City”) have designated the Parcel as the optimal Bay Bridge bicycle off-ramp landing site. The timing of approvals and funding of the Bay Bridge western bike span and its off-ramp remain uncertain.; and,

WHEREAS, In 2020, the East Cut Community Benefits District (“CBD”) approached OCII with a request to activate the small vacant paved area of the Parcel as a temporary community garden (the “Project”) where community members of the East Cut neighborhood, which encompasses the Transbay Redevelopment Project Area, and greater San Francisco can grow their own produce and plants; and,

WHEREAS, In February 2021, the OCII Commission approved by Resolution No. 04-2021 a Permit to Enter (“Permit”) with the CBD (“Permittee”) to activate the small vacant paved portion of the Parcel with the temporary community garden (“East Cut Community Garden”). The Permit was executed on August 13, 2021, and included a three-year term (“Term”). The Permit grants the Permittee the right to access the Project site at all times of day on seven days per week. Since the Permittee is solely responsible for financing the Project’s development and operations, the Permit also states that the CBD does not pay compensation to OCII for its access to and use of the Project site; and,

WHEREAS, Classifying the Project as “temporary” is necessary because if the Bay Bridge bicycle off-ramp landing project eventually moves forward, the proposed Project site would be needed. In addition, OCII will transfer the Parcel to the City in accordance with the Property Management Plan approved by the California Department of Finance (“DOF”), and when that occurs the City, as owner of the Parcel, will determine whether it desires to allow the CBD to continue operating the Project; and,

WHEREAS, The Project features 20 wood garden plots comprised of 17 individual plots and 3 shared community plots. Other improvements include a tool shed, hose bibs for water access, potting and work tables, catenary lighting, and a table and chairs. The Project site is gated, and the Permittee’s roving security staff monitors the garden at night. The design of the Project, and in particular the spacing of the rows of garden plots, ensures that all members of the public, including differently-abled individuals, can access and enjoy use of the community garden.; and,

WHEREAS, As manager of the Project, the Permittee has complied with the requirements of the PTE. It has assigned plots initially through a lottery and subsequently by maintaining a waitlist. Membership and plots were first made available to residents within the boundaries of the CBD, and then were offered to any San Francisco Resident. The Transbay Redevelopment Project Area falls within the CBD boundaries. The CBD opens and closes the community garden each day, pays for all utilities related to the Project, and maintains it as a clean and safe space for gardeners; and,

WHEREAS, The CBD now requests that OCII amend the Permit by extending its term for an additional three years (“Permit Term Extension”). All other provisions and requirements of the Permit will remain in place; and,

WHEREAS, Authorization of the Permit Term Extension is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15301(h), because it authorizes the continued operation, maintenance, or minor alteration of existing community facilities or topographical features and will not independently result in a significant physical effect on the environment; now therefore, be it,

RESOLVED, That the Commission authorizes the Executive Director to execute an amendment to the Permit with the CBD as Permittee authorizing the Permit Term Extension, substantially in the form on file with the Secretary of this Commission and attached here as Exhibit A.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of August 20, 2024.

Commission Secretary

Exhibit A: Essex Community Garden Permit to Enter Amendment 1

**SUCCESSOR AGENCY TO THE SAN FRANCISCO REDEVELOPMENT AGENCY
FIRST AMENDMENT TO THE ESSEX COMMUNITY GARDEN PERMIT TO ENTER**

This FIRST AMENDMENT (“First Amendment”) TO THE PERMIT TO ENTER (“**Permit**”) is entered into as of _____, 2024, (“**Effective Date**”) by and between the **SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO**, a public body, organized and existing under the laws of the State of California (the “**Successor Agency**”), and **THE EAST CUT COMMUNITY BENEFIT DISTRICT**, a California 501(c)(3) non-profit corporation (“**Permittee**”).

RECITALS

A. OCII is complying with the Transbay Redevelopment Project Implementation Agreement between the Redevelopment Agency of the City and County of San Francisco and that Transbay Joint Powers Authority, dated January 20, 2005 (“**Implementation Agreement**”), which requires, among other things, that OCII undertake activities to develop certain public open space in the Transbay Redevelopment Project Area. The California Department of Finance has finally and conclusively determined that the Implementation Agreement is an enforceable obligation under the Redevelopment Dissolution Law, Cal. Health & Safety Code §§ 34170 et seq.

B. OCII currently holds fee title to an approximately 10,619 square-foot area of vacant land Block 3749, Lot 504 (herein, the “**Parcel**”). The Parcel is located adjacent and to the south of 25 Essex Street, west of Guy Place, east of Essex Street, and north of Lansing Street. The Parcel is currently comprised of a small vacant paved area and hillside areas with natural landscaping.

C. Pursuant to the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan, an implementing document of the Transbay Redevelopment Plan, the Parcel has been designated for future park use. Final development of the Parcel, however, is delayed pending review by the Metropolitan Transportation Commission (“**MTC**”) of the Parcel as the preferred Bay Bridge bicycle off-ramp landing site. Timing of approvals and funding of the off-ramp are uncertain at this time and the project is anticipated to be completed sometime within the next decade.

D. The East Cut Community Benefit District (“**ECCBD**”) approached OCII with a request to activate the vacant paved area of the Parcel as a temporary community garden (the “**Project**”) where community members of the East Cut neighborhood, which encompasses the Transbay Redevelopment Project Area, and greater San Francisco can grow their own produce and plants.

E. Classifying the Project as “**temporary**” is necessary because if the Bay Bridge bicycle off-ramp landing project eventually moves forward, the proposed community garden site would be needed. In addition, OCII will transfer the Parcel to the City and County of San Francisco (the “**City**”) in accordance with the Property Management Plan approved by the

California Department of Finance (“DOF”), and when that occurs the City, as owner of the Parcel, will determine whether it desires to allow the ECCBD to continue operating the Project.

F. On August 13, 2021, pursuant to Resolution No. 04-2021, the Successor Agency entered into the Permit with ECCBD for a term of 36 months, or three years (“**Original Permit Term**”).

G. As the MTC’s Bay Bridge bicycle off-ramp landing project is still in the planning phase with no clear timeline for development, the Permittee has requested that the Successor Agency extend the term of the Permit by an additional 36 months to continue operating the Project site as the East Cut Community Garden.

NOW, THEREFORE, the Successor Agency and the Permittee agree to modify the Permit as follows:

Section 3. **Term.**

The entire paragraph is deleted and replaced by the following new paragraph:

“The term of this Permit shall begin on the Effective Date of the First Amendment to the Essex Community Garden Permit To Enter and end 36 months following the Effective Date, unless earlier terminated by OCII’s Executive Director under Section 12 hereof or earlier terminated by Permittee by cessation of activities/operations.”

Except as expressly amended and modified by this First Amendment, all other terms remain the same and the Permit shall remain in full force and effect in accordance with its terms.

Signatures begin on following page

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate as of the _____ day of August, 2024.

PERMITTEE

East Cut Community Benefit District,
a California 501(c)(3) non-profit corporation

By: _____
Andrew Robinson
Executive Director

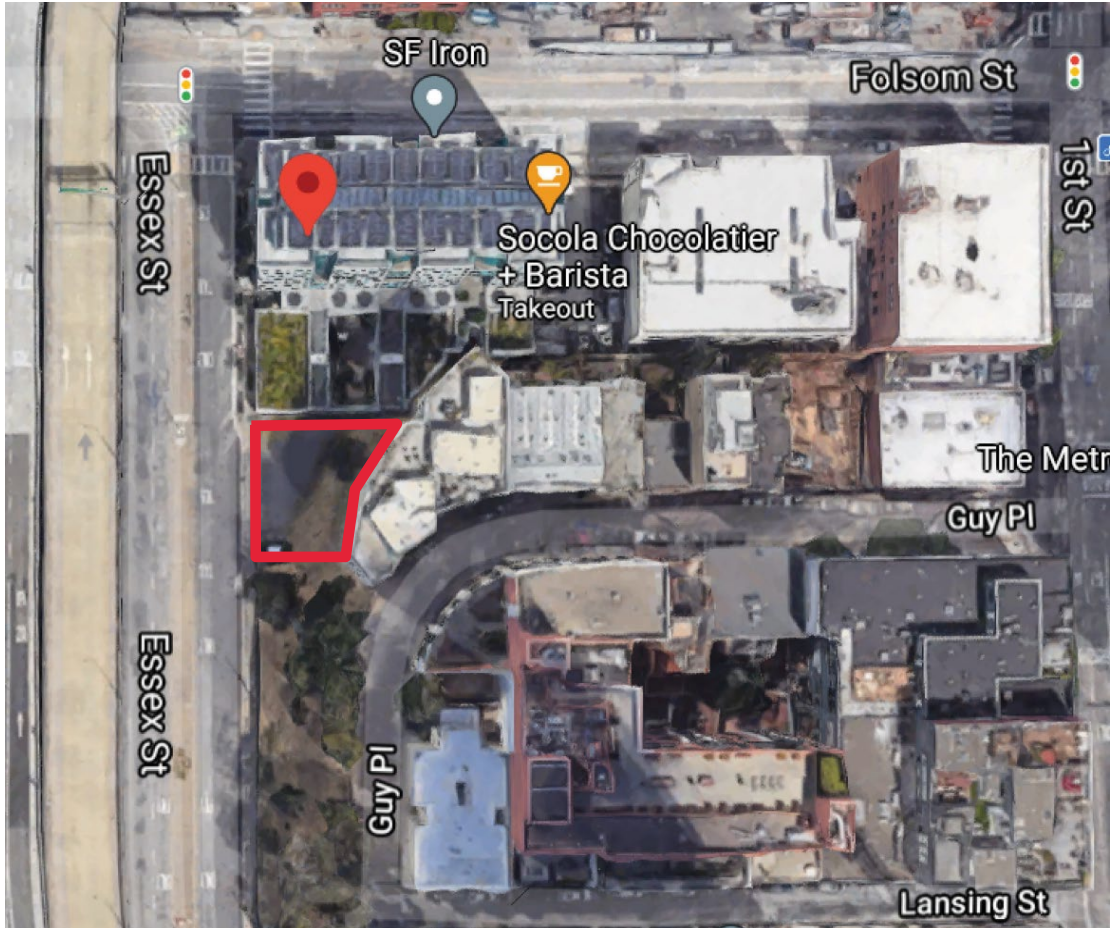
**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY AND COUNTY OF SAN FRANCISCO,**
a public body, organized and existing under the
laws of the State of California

APPROVED AS TO FORM:

By: _____
Thor Kaslofsky
Executive Director

By: _____
James B. Morales
Agency General Counsel

Attachment 1: Permit Area



Attachment 2: Essex Community Garden Operations Plan

Community Garden Operations Plan

This Community Garden Operations Plan ("**Operations Plan**") describes the use, maintenance and operation of the community garden, a publicly owned but privately accessible parcel located at 29 Essex Street (the "**Site**").

Transbay Block 11b at 29 Essex Street is situated on the east side of Essex Street, just south of Folsom Street. Transbay Block 11a, just north of 11b, was developed in 2013 as the Rene Cazenave Apartment complex. Block 11b does not currently include a timeline for development, however, it has been included in plans for future park and open space development. During the interim, the Manager proposes implementing a community garden on the parcel as a temporary activation for the community.

The **EAST CUT COMMUNITY BENEFIT DISTRICT**, a California 501(c)(3) non-profit corporation ("**Manager**") is also the Permittee under that certain Permit to Enter (the "**PTE**") with the Office of Community Investment and Infrastructure ("OCII" or "Licensor") dated August 13, 2021, which provides the Manager with access rights to the Site but also transfers all management responsibility for and maintenance of the Site to the Manager at no cost to OCII or its assignee. The Manager cannot assign its rights under this Operations Plan without obtaining OCII's written consent, in its sole and absolute discretion. In the case of any conflict between the terms of this Operations Plan and the PTE, the PTE shall govern.

This Operations Plan shall govern the use, maintenance and operation of the community garden.

1. **Public Use.** Manager shall manage the community garden for all members assigned a plot, as well as authorized community members who volunteer to work in the garden, with operating hours and rules of operation similar to other publicly accessible allotment gardens.
2. **No Discrimination.** Manager shall not discriminate against, or segregate, any person, or group of persons, on account of race, color, religion, creed, national origin, gender, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, acquired immune deficiency syndrome, acquired or perceived, or any other protected class under applicable law in the use, occupancy, maintenance, operations, tenure or enjoyment of the community garden.
3. **Garden Elements.**
 - a. **Garden Plots.** Plots will be relatively uniform and reasonable in size to optimize opportunities for participation. Plots will be a minimum of 32 square feet. Plots will be raised beds made of wood, rectangular in shape. Wheelchair accessible plots will be designed according to accessibility codes. Exhibit 1 provides the general location of the gardening plots.
 - b. **Irrigation.** Irrigation is the artificial means of supplying water to plants. Hose bibs will be located to permit a hose to reach all plots. Water service will be applied for by the Manager through the San Francisco Public Utilities Commission. Manager will provide water to the community garden at no cost to the gardeners.

- c. Tool Shed. Manager will provide a lockable tool shed to store equipment shared by the garden members, with each member receiving a key to the shed. All tools and materials stored within the community garden shall be shared for use by all gardeners. Shared tools and materials for the community garden may not be taken out of the community garden. Garden members are responsible for tool procurement either through dues or through donations. Storage of personal tools will not be allowed. Please see Exhibit 1 for the general location of the Tool Shed.
 - d. Compost. Due to the small size of the garden and the difficulty in creating usable on-site compost, compost bins will not be provided. Members are not permitted to bring compost materials from their home for use in the garden, however, Members may bring compost procured from a certified compost vendor.
 - e. Rules Signage. Manager will provide and maintain a sign within the community garden which will include garden rules, contact information, and space for posting public announcements. Manager will remove any postings that are discriminatory or offensive in nature.
 - f. Orchard. Unless otherwise specified, Manager will be responsible for harvesting and maintaining the lemon tree planted in the northeastern corner of the site.
4. Organizational Structure. Community gardens are evolving entities. Initially, the Manager will be the Garden Coordinator. At some point in the future, the Manager may choose to select a new Garden Coordinator, subject to OCII's review and approval and the Garden Coordinator's assumption of the Manager's obligations and duties under the PTE with OCII. The following are the typical Garden Coordinator's responsibilities:
- a. Assign plots, initially as outlined below in Section 7a and later on a first-come, first-serve basis.
 - b. Maintain a waiting list of interested gardeners
 - c. Re-assign plots to those on the waiting list
 - d. Orient all new gardeners to the space, i.e. explain site access, tool shed access, water use, communal space use, workday expectations, etc.
 - e. Post all documentation in a set location in the garden
 - f. Collect signed Community Garden Plot Agreements from all gardeners and provide a copy to the gardener with the Garden Rules.
 - g. Maintain a list of all active gardeners.
 - h. If a plot appears inactive, notify the gardener with first a verbal warning and then a written 30-Day Notice.
 - i. Coordinate garden workdays and/or public open houses to maintain the communal spaces or to work on special projects.
 - j. Share the Community Garden Task List with the garden members.
 - k. Call at least one garden-wide meeting per year for the purpose of discussing goals, sharing ideas, conducting workdays, etc. Any meeting that provides advance notification to all of its members is considered a "garden-wide meeting."
 - l. Communicate with OCII or its assignee.
5. Maintenance. The community garden shall be exclusively maintained by Manager in a clean and safe condition in accordance with the anticipated and foreseeable use. OCII bears no responsibility for maintenance of the community garden. Day-to-day maintenance will be the responsibility of the community gardeners. General standards of maintenance by Manager are more fully described in Exhibit 2. General standards of maintenance and

responsibilities for garden plots allocated to gardeners are more fully described in the Sample Community Garden Plot Agreement, Exhibit 3. Per Section 4.1.2 of the In-Kind Agreement, the Manager or its successor will provide maintenance services in accordance with the approved operations plan and shall assume all liability with respect thereto.

6. Membership and Fees.

- a. Membership. Membership to this community garden and the opportunity to garden is first open to all residents within the boundaries of The East Cut Community Benefit District. If there is insufficient interest to fully allocate the garden plots to residents of The East Cut CBD, the remaining plots will be opened to all residents of San Francisco.
- b. Fees. Manager may impose a monthly fee on gardeners. The sliding scale fee will help to offset the costs of maintenance and security by the Manager, and will be set based on income. Seven (7) of the garden plots will be reserved for affordable housing residents and will be fee-free. Three (3) garden plots will be open to the community-at-large and may be subject to a fee proportional to the number of users. The remaining garden plots will be assigned to residents who apply to be members and may be subject to a fee.

7. Public Access.

- a. Allotment. To ensure that all interested gardeners receive an equal opportunity to be selected for a garden plot, the Manager will schedule lotteries for both Below-Market Rate residents and Market Rate residents to allocate Garden Plots within 60 days of construction completion. Manager will conduct outreach to ensure that local organizations and neighbors are aware of the lottery process, including but not limited to: posting on garden bulletin boards, informing local neighborhood organizations, and utilizing email lists and social media communications to inform people about garden plot availability. If there is insufficient interest to fully allocate the garden plots, the remaining plots will be allocated on a first-come first-served basis until the garden is fully allocated.
- b. Waiting List. Once the garden plots are fully allocated, the Manager will maintain waiting lists for both Below-Market Rate plots and Market Rate plots, and plots will be assigned on a first-come first-served basis.
- c. Hours of Operation. At a minimum, Community Garden shall be open and accessible to members of the public seven (7) days per week from Sunrise to Sunset, ("**Operating Hours**"), or unless reduced hours are reasonably imposed on a temporary basis by Manager, in its sole discretion, to address security or other concerns. Manager may expand Operating Hours on a case- by-case basis. No person shall enter, remain, stay or loiter in Community Garden when Community Garden is closed, except for authorized East Cut CBD and OCII and its agents or representatives, who shall be able to enter Community Garden at all times. Signs posted at the garden entrances will clearly indicate the hours when members may access the garden.
- d. Prohibited Activities. For the enjoyment of all visitors, the following activities will not be allowed: smoking, defacing private property, feeding birds, camping or sleeping, littering, skating or skateboarding, bicycling, removal of flowers or plants

inconsistent with Exhibit 3, Right #5, pets off leash. Alcohol consumption is not allowed except through events sponsored by Manager and approved by OCII.

8. Neighborhood Involvement and Program Partnerships. Once the community garden plots are fully allocated and the operation is stabilized, the Manager or its designee will engage with schools, neighborhood organizations, service providers, or other non-profit organizations to offer increased access to the garden, enrich programming opportunities and increase resources for maintenance.
9. Temporary Closure. Manager shall have the right, upon consent of OCII, to temporarily close any or all of the Community Garden to the public at any time and from time to time for one or more of the following reasons. In each instance, such temporary closure shall continue only for as long as Manager reasonably deems necessary or desirable.
 - a. Disturbance. In the event of an emergency or danger to the public health or safety created from whatever cause (including flood, storm, fire, earthquake, explosion, accident, pandemic, criminal activity, riot, civil disturbances, occupation, civil unrest or unlawful assembly), Manager may temporarily close Community Garden without notice and in any manner deemed necessary or desirable to promote public safety, security and the protection of persons and property, and may remove any members of the public therefrom; or,
 - b. Maintenance and Repairs. Manager may temporarily close Community Garden (or affected portions thereof), with 24 to 48 hours posted notice, in order to make any repairs or perform any maintenance as Manager, in its reasonable discretion, reasonably deems necessary or desirable to repair, maintain or operate Community Garden. Repairs shall be made in a timely manner. Closures shall be limited to the minimum duration and extent needed to perform necessary maintenance and repairs.
10. Arrest or Removal of Persons. Manager shall have the right (but not the obligation) to use lawful means to effect the arrest or removal of any individuals who create a public nuisance, who otherwise engage in Prohibited Activities, or who commit any crime including, without limitation, infractions or misdemeanors in or around Community Garden.
11. Security During Periods of Non-Access. Manager shall have the right to block entrances to, to install and operate security devices, and to maintain security personnel in and around Community Garden to prevent the entry of persons or vehicles during the time periods when public access to Community Garden or any portion thereof is restricted or not permitted pursuant to Section 9 of this Operations Plan.
12. Removal of Obstructions. Manager shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object or thing left in or deposited on Community Garden and deemed by Manager to be an obstruction, interference or restriction of use of Community Garden, including, but not limited to, personal belongings or equipment abandoned in Community Garden.

13. Insurance. Manager shall maintain insurance consistent with the terms of the Permit to Enter.
14. Ensuring Accountability. Manager shall host a meeting of The East Cut Neighborhood Activation Committee as needed and report on Community Garden activities. The Committee is comprised of neighborhood residents, business owners, and City and County of San Francisco (the “City”) representatives that have a stake in Community Garden success. At this meeting, members will be given the opportunity to provide any feedback/concerns they may have on the operations and accessibility of the garden.

OCII, in its sole and absolute discretion, shall have the right to modify the Community Garden Operations Plan in the future to address feedback and/or to address other unforeseen operational issues that may arise.

15. Transfer of Ownership. If, in the future, OCII transfers ownership of the Site to the City, rules and regulations of the City department that oversees community gardens shall supersede all guidelines within this Operations Plan, including, but not limited to, plot fees, plot assignments, hours of operation, maintenance, and organizational structure.
16. Indemnity. The Permit to Enter addresses the indemnification obligation of the Manager as Permittee.

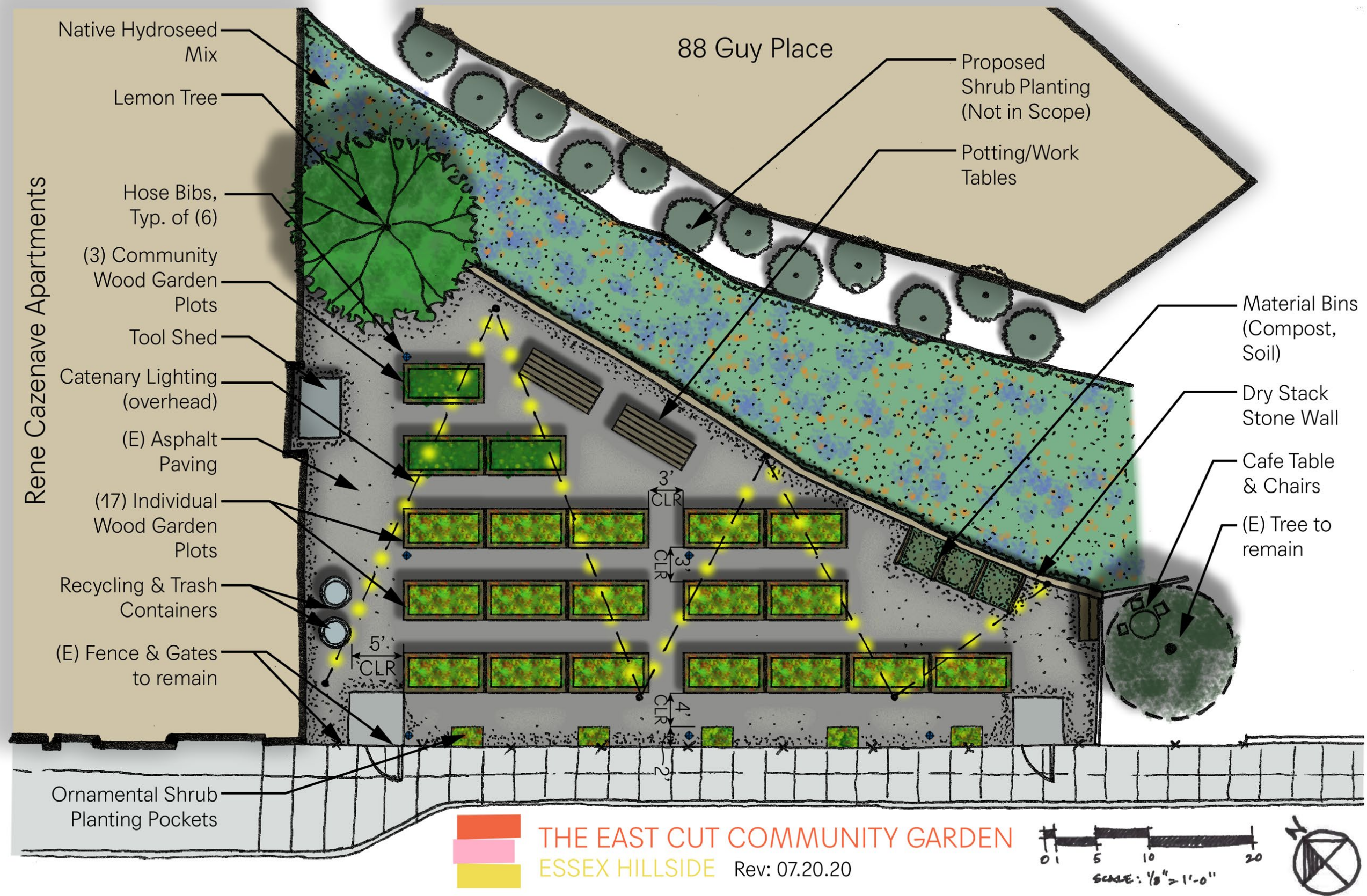


EXHIBIT 2 to Community Garden Operations Plan
General Standards of Maintenance by Manager or its Agents

1. Grounds:

- a) Litter shall be picked up at least once daily. Trash cans emptied at least once daily and washed as needed.
- b) Grounds shall be checked for hazards daily.
- c) Damaged or worn signs shall be replaced or repaired as needed.

2. Ornamental Gardens, Shrubs & Ground Covers:

- a) Any diseased or damaged growth will be pruned; pruning also will ensure that all ornamental garden plants, shrubs & ground cover have appropriate size and shape for their location.
- b) All shrubs shall be fertilized annually.
- c) Ground cover will be kept a minimum of 6 inches away from all buildings, patios, fences, and other structures within its boundaries unless otherwise directed.
- d) Replacement of dead shrubs as needed.

3. Trees:

- a) All trees shall be living trees.
- b) All broken limbs shall be cut and no hanging limbs greater than four (4) inches in diameter shall be allowed to impede passage to pedestrians.
- c) All fruiting trees will be fertilized every one to two months during fruit production in the spring and summer with dry, balanced fertilizer.
- d) All stakes and ties will be properly maintained. Regular inspections will be done. When a tree can stand alone, stakes and ties will be removed.
- e) Replacement of dead trees as needed.

4. Hardscaped Area:

- a) Litter & debris picked up daily.
- b) Area shall be kept free of graffiti.
- c) Paving shall have no cracks greater than 2" diameter or depth or shall be repaired by Manager. All weeds in sidewalks, curbs, driveways, walking paths, etc., will be removed by contractor manually.

5. Insect and disease control:

- a) When insect or disease problems are suspected they will first be properly identified and then remedied, if possible, by guidelines issued by SF Environment. All herbicides, insecticides and pesticides will be reviewed and approved by Chris Geiger prior to application.

COMMUNITY GARDEN PLOT AGREEMENT

Welcome! Thank you for your interest in The East Cut Community Garden!

This community garden is a publicly owned, privately accessible allotment garden.

You are a part of a growing trend in urban agriculture. This garden provides you the opportunity to create beauty, serenity, and abundance within the urban confines of San Francisco. Whether your interest lies in growing organic produce or creating beautiful landscapes, you are a steward of publicly owned, but privately accessible land. You are agreeing to share use of land, on which you will garden, with other San Franciscans. On it you may grow, for your non-commercial use, food, flowers, and herbs that may satisfy your hunger or delight your aesthetics or spirit. Community gardening implies self-sufficiency, including obtaining the materials you need and learning the skills essential to gardening.

With this consent, you are participating in a shared agreement with both rights and responsibilities. You may keep your plot for a duration no longer than 3-years, subject to early termination upon thirty days' notice as authorized under the East Cut CBD permit to enter ("PTE"), as long as you abide by this agreement. Should there be no applicants on the waiting list at the time your plot agreement expires, you may continue to maintain your plot on a year-to-year basis. Community garden members are welcome to use a plot and share care of the garden with the following understandings:

Your rights as a community gardener:

1. You have the right to garden for a maximum of 3-years, subject to early termination as authorized under the above-referenced PTE.
2. You have the right to basic amenities such as access, water, and hoses.
3. You have the right to equal opportunity and non-discrimination.
4. You have the right to a reasonably harmonious environment, and to appropriate conflict resolution measures when necessary.
5. You have the right to garden in this space, and to the non-commercial use of the bounty your labors provide.
6. You have a right to an orientation to your garden by the Garden Coordinator or other assigned garden office-holder.

From rights stem responsibilities. Because you and your fellow gardeners have these rights, you also share a collective responsibility. You agree that these responsibilities include things that are generally standard in most gardens and others that have specifically been decided by your community garden.

Responsibilities:

1. To care for the land, active gardening is required year-round and you must maintain your plot in an "Acceptable Manner", meaning you are actively gardening - digging, sowing, planting, weeding, harvesting, watering, etc. - at least once a week. Gardeners are responsible for keeping their plot and the paths surrounding their plot clean and free of weeds. Gardeners shall at no time plant or weed in any other person's plot, except as directed by the Garden Coordinator on garden Work Days or by prior agreement with that plot holder.
2. A garden plot found to be in an unacceptable condition will be flagged by the Garden Coordinator and a 10-day remedy request will be sent to the assigned gardener. If the plot shows no improvement after the 10 days have passed, an additional 10-day remedy request will be issued. If the garden bed still shows no improvement after the second 10-day period, the gardener will be notified that his or her plot has been reclaimed for reassignment.
3. Do not share the combination lock code with anyone. When the combination is given to you it is for your use only. No exceptions.
4. For your security, lock yourself in the garden when you are alone. Lock the gate when you leave and do not leave it open for someone else.
5. Keep pathways and common areas clear, without plants encroaching into common areas or other plots. No plants may be higher than 4-feet over soil level in plots.
6. When you have finished gardening, turn off the water and return the hose to the water spigot.
7. When you are assigned a bed in the garden, you agree to help maintain the garden as needed. You may be asked to assist on Work Days which may include planting, watering, weeding, etc.
8. No altering of the dimensions of a plot or the surrounding area is allowed.
9. Be civil and cooperative regarding other gardeners, neighbors, and the public.
10. Organic gardening is practiced here. Abide by City rules regarding best organic practices. No herbicides or pesticides may be used unless reviewed and approved by SF Environment or the Garden Coordinator. Please note that certain plants are not responsive to herbicides, such as poison oak and blackberry.
11. Be mindful of water usage. Gardens shall be managed for best practices in water conservation (e.g., time of watering). Minimize water waste. Ornamental plantings in the community garden common areas should be targeted to drought-resistant species.
12. Anyone you wish to garden with you in your plot must also sign the plot agreement. A signatory to the agreement must accompany all guests and minors at all times. Garden Coordinator approval is required for adding someone at a later date. If approved, the new gardener signs the agreement.

13. Plots cannot be given away by you to anyone else.
14. In case of illness, pregnancies, travel et al., inform the Garden Coordinator about your situation and work with existing garden members to garden your plot in your stead. If you will be gone for more than three-months, your plot will be reassigned to a member on the waitlist.
15. Gardeners agree to respect the quiet of the surrounding buildings and neighborhood. Children and guests should also be instructed to refrain from damaging or taking plants, or fruits thereof, that do not belong to them.
16. Do not put trash (plastic, metal, glass, meat, fish, dairy products, diseased plants or large branches) in the compost pile.
17. Do not allow pets to roam the garden. All pets must be leashed while in the garden.

SIGNATURE: _____

Name (Print): _____
Address: _____
Zip Code: _____
Email address: _____
Phone: _____

LIABILITY WAIVER

In consideration of the acceptance of my, my adult guest, or my minor child's participation in the East Cut Community Garden, I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which may hereafter accrue to me or my child or my adult guest, as a result of participation. This release is intended to discharge in advance the East Cut Community Benefit District ("District"), OCII, the City and County of San Francisco and their respective agents, officers, and employees and volunteers from and against any and all liability arising out of or connected in any way with my application and/or participation in the East Cut Community Garden, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above, including their passive or active negligence.

I hereby agree to indemnify and hold the District, OCII, the City and County of San Francisco (including their officers, employees, volunteers, and agents) free and harmless from any loss, liability, damage, cost, or expense which may arise out of or connected in any way with my, my minor child, or my guests participation in said activity.

I further understand that serious accidents occasionally occur in the East Cut Community Garden, that participation may occasionally result in mortal or serious personal injuries, and/or property damage or theft as consequence thereof, knowing the risks of said events, nevertheless, I hereby agree to assume those risks and to release and hold harmless all the persons or entities mentioned above who through passive or active negligence or carelessness might otherwise be liable to me or my minor child or adult guest for damages.

I further understand that the East Cut Community Benefit District by making available this garden plot to me is not warranting, guaranteeing, promising, or assuring that this program will in fact take place.

It is further understood and agreed that the waiver, release and assumption of risks is to be binding on me and my heirs and assigns.

CONSENT FOR PARTICIPATION OF MINOR

I hereby consent that my child, _____, participate in the above-referenced activity, and I hereby execute the above Agreement, Waiver, and Release on his/her behalf. I state that said minor is physically able to participate in said activity. I hereby agree to indemnify and hold the District (including its officers, employees, volunteers, and agents) free and harmless from any loss, liability, damage, cost, or expense which may arise out of or connected in any way with said minor's participation in said activity.

**ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO
CORONAVIRUS/COVID19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly through person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The East Cut Community Benefit District cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, **attending or participating in the Program could increase** your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending or participating in the above referenced program and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to the East Cut Community Benefit District officers, agents, employees, volunteers, contractors, and other program participants and their families and guests.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself and my adult guests (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) or adult guests may experience or incur in connection with my participation in the above referenced programs ("Claims"). On my behalf, and on behalf of my child(ren) and adult guests, I hereby release, covenant not to sue, discharge, and hold harmless the East Cut Community Benefit District, OCII, the City and County of San Francisco and their respective officers, employees, agents, and representatives, volunteers, and contractors of and from the every and all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims whether a COVID-19 infection occurs before, during, or after participation in any East Cut Community Benefit District program.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of Participant(s)

Each of the Parties understands and agrees that if any facts concerning claims released in this agreement should be found hereafter to be other than or different from the facts now believed to be true, they expressly accept and assume the risk of such possible difference in facts and agree that the releases in this Agreement will remain effective. Therefore, with respect to the claims released in this Agreement, each of the Parties knowingly and expressly waives any rights or benefits provided by Section 1542 of the Civil Code.