

**Mableton Improvement Coalition  
Historic Mableton Community Garden  
P.O. Box 491, Mableton, GA 30126**

**Operating Procedures and Plot Rental Agreement**

The Historic Mableton Community Garden (hereinafter referred to as the “Garden”) is operated by the Mableton Improvement Coalition, which leases the land for the Garden at 5178 Floyd Road in Mableton. MIC has the sole legal right to manage and provide for the proper functioning of this Garden.

**Purpose**

In the spirit of the community garden movement, MIC offers this land as a place to grow fresh fruits, vegetables, legal herbs and flowers; provide social opportunities and a place of common interest for Mableton and surrounding area residents; engage residents, older and younger alike, in healthy outdoor activities; and beautify the community. Through educational opportunities, members and others in the community will also be able to learn more about proper nutrition and healthy lifestyles. Garden members are encouraged to use organic gardening principles. Cobb County Extension Service Master Gardener volunteers can offer advice on good gardening practices.

**Organization**

The Garden will operate according to this document and the MIC Bylaws, which are available at [www.mableton.org](http://www.mableton.org).

The leadership is the Garden Chairperson and Co-chairperson. The Garden Chairperson will be identified by the applicable MIC Committee Chairperson and ratified by a majority of the MIC Board. The Garden Chairperson will select the Co-Chairperson. The Garden Chairperson may select other Garden members to assist with various responsibilities. Holding a position of leadership in the Garden does not convey any contractual or legal rights therein.

**Duties of the Garden Chairperson**

- Sets up and leads all meetings of the Garden.
- Coordinates and supports all Garden activities.
- Is an active member of the MIC Committee which administers the Garden.
- Manages written complaints and coordinates the review panel process.
- Makes sure gardeners are maintaining their garden plots according to this document.
- Submits all membership payments and other revenues to the MIC Treasurer for deposit in the MIC checking account. These funds are set aside for the Garden.
- Submits all expenses to be paid to the MIC Treasurer.
- Provide regular updates to the MIC Committee and MIC Board of Directors.

## **Duties of the Garden Co-Chairperson**

- Assists the Chairperson as needed.

## **Funds Management**

No member will make any expenditure on behalf of the Garden for reimbursement without prior approval by the Chairperson. The MIC Treasurer will provide a complete accounting of Garden financial status at every Garden meeting or more frequently as needed. Water bills will be paid automatically by the MIC Treasurer as they become due. Garden members may be asked to pay a surcharge for necessities; e.g., water consumption, if a shortage of funds is anticipated. Individual gardeners must pay membership fee prior to beginning work in their assigned plot.

## **Membership**

Assuming the availability of a plot, membership will be open to anyone who agrees to this document, and timely pays his/her membership dues. Garden members' fee includes one MIC membership fee. Plot rental agreements are treated as membership applications until the time those documents are accepted with payment and New Member Orientation completed.

## **Meetings**

The Garden Chairperson will conduct a kick-off meeting in March of each year; additional meetings will be held as needed. Meetings will be announced by the Chairperson at least seven calendar days in advance. The general public may attend any meetings held by the Garden.

## **Communications**

Email will be the primary means of communication.

## **Plot Assignment**

Each garden plot will be rented by a primary category member designated below. Routine plot registration begins around March 1<sup>st</sup> of each year, with preference given to those who are primary members in good standing. Primary members who sign their agreement by the deadline set by the Garden Leader will be offered the same plot as the previous year. There is a limit of one plot per primary member unless the Garden Leader determines that additional plots are available. At the end of the agreement for the additional plot(s), those plots will first be offered to new gardeners and available to the primary member only if there is not sufficient demand from new gardeners.

New members may join at any time, subject to availability of plots. Payments will be due by the March kick-off meeting or at time of rental agreement signing, prior to member participation. Plots reserved, but not paid for by the date set will be released for assignment to waiting applicants. If all plots are reserved, the Garden Leader, or his/her designee, will compile a waiting list with the date of the request for a plot. As each plot becomes available, it will be assigned to the person on the waiting list in the order that each person applied for his/her plot.

## **Public Positions**

Inasmuch as the Garden is a part of the Mableton Improvement Coalition, the Garden Chairperson, in coordination with the MIC President and appropriate Committee chair, may act as spokesperson for issues pertaining to the Garden.

## **Complaint Resolution**

Upon receipt of a written complaint about a Garden member, family member or guest or about a Garden plot, the Garden Chairperson will consult with the MIC Garden Committee Chairperson. The Garden member will be given an opportunity to respond to the complaint. If needed, the complaint will be decided by the MIC Board. If found in violation by the Board, the non-compliant member will have 5 calendar days to remedy the violation or face immediate loss of membership in the Garden and removal of plot contents without financial compensation or further notification.

## **Responsibilities of Garden Members**

By submitting a Plot Rental Agreement, I agree to the operating procedures above and to the provisions below:

1. The Garden does not tolerate harassment or discrimination of any members or members' guests on the basis of any legally protected status and/or on the basis of sexual orientation, race, age, creed, political affiliation, or economic status.
2. This agreement commences at time of acceptance with payment and expires February 28 of the following year. The Garden is intended for growing vegetables, fruit, flowers, and legal herbs.
3. A non-refundable, non-transferable membership fee is payable by the primary member for each plot. Plots are assigned on a first-come first-served basis. Plots are subject to availability. Some will be set aside by the Garden for educational and/or charitable purposes, at the sole discretion of the Garden Leader. Plots may be shared and primary members may invite as many family members and/or friends to help with their plots as desired at no additional membership charge. However, primary members will be responsible for ensuring that participating family members or friends comply with the requirements of this agreement.
4. Fees include use of land, water service, basic Garden-owned watering hoses, tools as available, and, when available, compost and mulch. Members will incur personal expenses for their choice of seeds, plants, other soil amendments, tools, etc. Members may be asked to pay a surcharge for necessities; e.g., water service, if a shortfall of funds becomes anticipated.
5. Primary members will be responsible for keeping their plots planted, watered, harvested, weeded/mulched, and staked/pruned to prevent excess growth outside their plots, cleared of any diseased, dying or dead plants and any other garden-related maintenance, as all of these provide for a neat, attractive, cared-for appearance in the garden plot area. Members will remove and dispose of weeds properly in the designated place.
6. Members may fence their plots (inside plot boundaries) not to exceed four feet high. Members may place any decorative items inside their plot areas in keeping with a family environment. Members must not leave any items outside their plot areas that would hinder grass-cutting/trimming operations. Nothing may be attached or secured to any bed in such a manner as to protrude or extend beyond plot boundaries in any manner. No structural alterations may be made to any raised bed.

7. Members will not harvest, or tend another plot member's garden unless asked to or given permission by that gardener or the Chairperson.
8. Members will practice water conservation by mulching plots and turning hoses off when not in use. Water service will be turned off for the winter.
9. For the consideration, enjoyment, and safety of others in the Garden, members will refrain from planting in such a manner to shade neighboring plots. Members will return hoses from pathways for safety. Members will carry out all trash and clean and return Garden-owned tools to shed. Trash bags are located in the shed.
10. Smoking, chewing tobacco and alcoholic beverages are not allowed on the property.
11. Children 12 years and younger must be accompanied and supervised by an adult.
12. Members must keep pets out of the garden area, and keep loud noise to a minimum.
13. Members will be given the combination to the lock(s). This must not be shared with non-Garden members.
14. Periodically, members will be asked to help with projects to improve the garden, such as clean-ups, social events, and demonstrations. Members are expected to give donate at least 2 hours each season for these projects.

### **Waivers**

I also understand and acknowledge that the Garden cannot warrant the viability or performance of my crops or plantings. Further, I understand and acknowledge that in the case of damage or destruction to any part of the garden and/or plots, the Garden is not obligated to restore same or to refund any membership fees or incurred costs. No insurance or guarantee is being provided for crops or plantings.

I agree to hold harmless the property owner and agents, the Garden, the Mableton Improvement Coalition, Cobb County Extension Service and volunteers from and against any damage, loss, liability, claim, demand, suit, cost and expense directly or indirectly resulting from, arising out of or in connection with the use of the Historic Mableton Community Garden by the garden group, its successors, assigns, employees, agents and invitees.

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## Application for a Plot at the Historic Mableton Community Garden

*Indicate which plot size you would like and the plot number, if this is a renewal.*

Check Here	Size	Renewal (Y/N)	If Renewal, Plot #	Cost
	4 x 8 feet			\$35.00
	4 x 16 feet			\$55.00
	4 x 32 feet			\$95.00

*Make checks payable to Mableton Improvement Coalition. Upon approval by Garden, payment may also be made online. Please ask for details.*

By signing below, I agree to comply with the terms of Operating Procedures and Plot Rental Agreement. I understand that failure to abide could result in forfeiture of my garden plot and future gardening privileges.

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**Signature**

**Date**

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**Printed Name**

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**Address**

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**City/Zip**

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**Preferred  
Phone**

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**Email**

*(Please note: email addresses are for the sole purpose of Garden internal communications, Mableton Improvement Coalition (MIC) newsletters and other MIC email communications)*

Please share any special skills, interests, hobbies, talents or knowledge you would like to contribute.

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Plot #	Payment Amt.	Check or Cash or Card?	Date	MIC Initials