



K A L E L E K A I

Community Garden User Agreement

Approved by the Board: September 2025

Name: _____ Unit No: _____ Phone: _____
Assigned Plot: _____ \$35 Fee in Cash ___ (or) Check# _____

Kalele Kai Community Garden: AO Kalele Kai House Rules (Appendix 8):

- (1) For the purpose of this document, 'gardener' is defined as the household/unit number assigned a Kalele Kai garden plot.
- (2) Assignment of Kalele Kai garden plots shall be on a first come, first served basis. Names/unit numbers will be placed on a waiting list should demand for garden plots exceed available space.
- (3) Only one plot is allowed per household unit. The plot must be worked by the person(s) or family whose household unit number is on the application and applicants must be residents of Kalele Kai.
- (4) Assignment of garden plots will be issued by the Kalele Kai office in writing and all decisions are final. A \$30 annual fee per garden plot will be collected during registration and annual renewal.
- (5) Each allotment allocation is to be renewed annually on the first day of March. Annual registration must be renewed in February for the coming year. Without signed agreement, the garden plot will be assigned to a new gardener.
- (6) Plots have been marked for the reason of individual plot recognition. No plot designation markers may be moved without written permission from the Kalele Kai Resident Manager.
- (7) The garden plots are open daily from 8:00am – 8:00pm.
- (8) Plots may be planted and designed to the gardener's whim, but:
 - i. Beds of the plot may not rise above 18 inches from the path.
 - ii. Only organic soil/dirt will be utilized in the garden plot.
 - iii. No permanent structures are permitted (concrete, bricks and mortar).
 - iv. All structures and plantings must not cross into, or shade, another plot.
- (9) Children under 14 must always be supervised while in the garden. Friends and family members are permitted into the garden but are under the supervision of the gardener and must adhere to the rules and regulations. Pets are not allowed into the garden.



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- (10) Smoking, chewing tobacco, alcohol, illegal substances, and open flames are not allowed in the garden. No illegal drug plants shall be grown.
- (11) Kalele Kai shall provide land and water. All other improvements and services (plot watering, weeding, planting soil, harvesting and any other garden related maintenance) are all the responsibility of the gardener. Gardeners must provide their own tools.
- (12) Walkways, surrounding areas and the Kalele Kai garden plot must be kept clean and neat; trash and debris must be put in appropriate containers and each gardener must remove his or her own trash. Weeds and unwanted plant matter to be placed in the compost area.
- (13) Produce from the Kalele Kai garden plots shall not be sold or put to commercial use.
- (14) All organic products must be approved by the Resident Manager prior to use.
- (15) No pesticides which are poisonous to humans or are in poisonous concentrations, before or after application, nor herbicides (weed killer) in any form shall be brought to or used in the garden area. Use of any prohibited pesticides or herbicides or garden products will result in the gardener immediately forfeiting their garden plot.
- (16) Water conservation policy prohibits the planting of flowers and vegetables requiring excessive watering (e.g., wetland taro, watercress, lotus).
- (17) The garden plot shall be returned in as good or better condition than it was provided.
- (18) All plants must now be planted in pots or planters and not directly into the ground.
- (19) There will be no threatening or abusive behavior to Kalele Kai staff, other Kalele Kai residents and fellow gardeners. NO BULLYING!
- (20) Individual gardeners who knowingly and continuously break the preceding rules shall, after one written violation notice and one warning letter will have their plot assignments revoked and be prohibited from reapplying for a period of up to one year.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE I HAVE READ AND WILL COMPLY WITH THE ABOVE RULES; AND HOLD HARMLESS, DEFEND AND INDEMNIFY THE AO KALELE KAI, ITS BOARD OF DIRECTORS, MANAGEMENT, STAFF, AND/OR EMPLOYEES FROM ANY CLAIM AND/OR CAUSE OF ACTION RELATING TO AND/OR ARISING FROM MY USE OF THE KALELE KAI COMMUNITY GARDEN.

PRINTED NAME OF COMMUNITY GARDEN USER SIGNATURE DATE