By-Laws for X Neighborhood Community Garden

Article I – Name and Purpose of The Garden

**Name** — The organization described here is officially named "X Neighborhood Community Garden," hereinafter referred to as "The Garden." [set forth procedure for name change such as two-thirds vote of the The Committee]

**Purpose** — Organizing and continuing purpose: to provide community garden space for X Neighborhood residents interested in pesticide-free gardening for non-commercial use, and encourage residents to better their community.

*If applicable, include the following: The X Neighborhood Community Garden is organized exclusively for charitable purposes under Section 501(c) (3) of the Internal Revenue Code (and/or any corresponding changes or amendments to said Code in the future).*

Article II – Membership

**Definition** — Membership is for a single household. A member is a X Neighborhood resident who has made a commitment to The Garden by applying for and obtaining approval for a garden plot, by signing and abiding by the X Neighborhood Community Garden Membership Contract, and has paid and remains current with the annual membership fee. Memberships shall run from January 1\(^{st}\) through December 31\(^{st}\) of each year. Plot fees cover one parcel. A single household may rent more than one parcel, but only if available after first having been offered to other X Neighborhood residents after February 15, and only if there are no residents on the waiting list.

**Oversight Committee** - The Oversight Committee, hereinafter referred to as "The Committee," shall establish and enforce the rules of The Garden, and shall establish the number, size, location and assignment of the plots, and the rental fee.

**Members and Prospective Members** — Membership in The Garden is available initially to members of The Committee, then on a first-come first-served basis to any X Neighborhood resident at least 18 years of age. In the event all garden plots are filled, the name and contact information of any prospective member shall be placed on a waiting list which will be kept on file with The Committee.

**Termination of Membership** — Revocation of membership shall occur for failure to comply with the Membership Contract, and failure to pay the membership fee within thirty (30) days of the due date.

Article III – Governance

**Definition of The Committee** — The Committee is the decision-making body of The Garden.

**Committee Membership** — Membership in The Committee is voluntary and open only to Garden members in good standing with no more than one rule violation within any given 12 month period. The Committee members must attend meetings regularly and a member shall have no more than two (2) unexcused absences per year. An unexcused absence means a failure to notify The Committee members in advance by email, telephone or in person.

There shall be not less than 3 and not more than 14 Committee members.

A member may be removed by a majority vote of The Committee for failure to meet the requirements of The
Committee, or for demonstrating illegal, disruptive or unethical behavior.

**Voting Rules** — A Quorum shall be defined as two-thirds (2/3) of the Committee members present. Proposals to change the By-Laws or Garden Agreement, or to fill a Committee Director vacancy, must be accepted by simple majority of the quorum of The Committee to pass. At General Committee Meetings, decisions shall be made by a simple majority of the members present. When the place and time of a General Committee Meetings is announced to the members with at least two weeks prior notice, no fixed quorum is required. When less than two weeks notice is given, a quorum shall consist of at least one-third of the eligible voting membership.

**Committee Responsibilities** — The Committee shall: 1) develop, implement and enforce the Membership Rules and the purpose of The Garden; 2) develop long-range plans for continuation and improvement of The Garden; 3) define positions of responsibilities and recruit members to fulfill the elected Committee Directors of President, Secretary and Treasurer; 4) determine the meeting schedule and procedure for changing the schedule once established; 5) review the By-Laws and Membership Rules on an annual basis, and amend if deemed necessary; and 6) plan and arrange any activities sponsored by The Garden which are intended for the benefit and enjoyment of Garden members and the surrounding community, including Garden work days, special maintenance, fundraising/grantwriting, and off-season maintenance.

**Committee Directors and Duties of Committee Directors** - The elected Committee positions, hereinafter referred to as “Committee Directors,” of the Committee, are: 1) President, 2) Secretary and 3) Treasurer. The duties of each shall be:

*The President shall:* (a) Preside at all Committee meetings; and (b) appoint Chairs for committees as required to achieve organizational goals and The Garden purpose.

*The Secretary shall:* (a) Perform the duties of the President in the absence of or at the request of the President; (b) Keep minutes of meetings and distribute copies to The Committee within ten (10) days following the meeting; (c) Maintain a file of amendments to By-Laws and standing; and (d) retain official documents for the Committee and The Garden.

*The Treasurer shall:* (a) Perform the duties of the Secretary in the absence of the Secretary or at the request of the President; (b) Accept a chairmanship as assigned by the President; (c) Receive and be custodian of all funds of The Garden, depositing monies in a bank or financial institution approved by The Committee; and (d) Pay out funds on expenditures budgeted or approved by The Committee.

The inaugural Committee Directors shall be: President: ______________; 2. Secretary: ______; Treasurer: ___ ____________.

**Term Limit of Committee Directors** - The inaugural Committee Directors shall hold positions for a fixed period of time as follows: President: two years, ending December 31, 2013; Secretary: one year, ending December 31, 2012; Treasurer: two years, ending December 31, 2012. Thereafter, the term for each Committee Director shall be one year.

**Election of Committee Directors** - Nominations for Committee Directors shall be made during the September Committee meeting prior to the December 31st ending term limit for each Committee Director position, and shall be made by Committee Members, who are also permitted to nominate themselves. Voting shall occur at the October meeting prior to the December 31st ending term limit for each position.

**Vacancies** – Vacancies in any Committee Director seat shall be filled for the un-expired term by appointment of the Committee, and quorum vote as set forth above, at the next scheduled General Committee Meeting. If the position of President is vacated, the Secretary shall assume said role until the position of President is filled. If the position of Secretary is vacated, the Treasurer shall assume said role until the position of Secretary is filled. If the position of Treasurer is vacated, the President shall assume said role until the position of Treasurer is filled.
General Committee Meetings — The Committee shall hold General Committee Meetings on the following schedule: bi-monthly for the period November through February; monthly for the period March through October. The Committee Directors may determine an alternate schedule for General Committee Meetings.

Committee Director Meetings — The Committee Directors may hold Committee Directors Meetings at any time less than one week prior to any regularly scheduled General Committee Meeting.

General Committee Meeting Attendance — If any Committee Director fails to attend three general committee meetings throughout their term, they may be subject to removal by a vote of the quorum of the remaining members of the Committee, and the vacancy shall be filled as set forth above.

Special Committees — The Committee Directors may establish and abolish special committees.

Article IV — Financial Administration

Fiscal Year — The fiscal year shall be January 1st until December 31st.

Financial Records — The Committee shall establish written policies concerning the manner in which payments are made and/or how financial records are kept. The Committee shall establish procedures to ensure that financial records are secure from loss.

Financial Accounts — All financial accounts opened on behalf of The Garden shall have two Committee members as registered signatories, one of which shall be The Treasurer.

Annual Dues — The annual dues for Garden membership shall be paid by members on January 15th each year, and not later than February 15th each year.

Article V — Records

Definition — Records of The Garden include legal agreements with property owner, insurance contracts, By-Laws, Membership Contract, Financial Statements, Bank Statements, meeting minutes. Official records of The Garden shall be made available for inspection by any Garden member upon request. The Committee may publish any or all official records in any manner.

Data Privacy — Names, contact information, payment information, and other personal data necessary for the collection of plot fees and the operation of The Garden shall not be distributed to any outside organization. Names and contact information of Garden Members shall be available to all Garden Members.

Security — The Committee shall establish procedures to ensure that all records and documents of The Garden are secure from loss, including storage of all documents and records related to the operation of The Garden.

Article VI — Amendments

Amendments to By-Laws and Membership Contract - These By-Laws and the Membership Contract of the X Neighborhood Community Garden may be amended at any General Committee Meeting, per the Voting Rules set forth in Article III above. Prior to the vote, notice of the changes, along with a written copy of the changes, shall be given to the Committee Members (via email on file) a minimum of two weeks before the date on which the vote is taken. The changes will be read to the Committee Members at the General Committee Meeting by the President or Secretary.
Article VII — Dissolution

Dissolution of The Garden — If dissolution, disbandment or other termination of The Garden is deemed necessary, it must be approved by two-thirds (2/3) vote of the Committee Members present at a duly called General Committee Meeting.

Disbursal of Records and Assets — Upon dissolution of The Garden, its property, funds, and other assets shall be transferred by decision of the Committee to an organization or organizations whose purpose is to promote community gardening.

Article VIII — Hold Harmless Clause

Definition - The Committee and The Members agree to annually execute an Agreement to hold harmless the property owners, John and Jane Doe, and The Garden from 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 Garden by The Garden Members, successors, assigns, employees, agents and invitees.

[Attach list of all members of The Committee, including all contact information]