



## Partners for Education, Agriculture, and Sustainability (PEAS) Community Farm & Urban Orchard BYLAWS

Located at Cunningham Elementary School Park  
2200 Berkeley Ave., Austin, Texas 78745

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### ARTICLE I: NAME AND PURPOSE

#### Section 1. Name

The name of this entity shall be the **PEAS Community Farm & Urban Orchard** (the “Farm”).

#### Section 2. Organizational Affiliation

The Farm operates in partnership with **PEAS (Partners for Education, Agriculture, and Sustainability)**, a nonprofit organization based in Austin, Texas, whose mission is to cultivate joyful connections with the natural world through outdoor learning and edible education.

#### Section 3. Purpose

The purpose of the Farm is to:

- Foster relationships among students, families, educators, and community members;
- Promote sustainability, environmental stewardship, and experiential education;
- Grow food for the community; and
- Serve as a hub for learning, collaboration, and community connection.

The Farm is operated as a **community-based, collectively maintained agricultural and educational space**, rather than individual plots.

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### ARTICLE II: MEMBERSHIP

#### Section 1. Eligibility

Membership is open to the public.



## **Section 2. Membership Contributions**

Membership operates on a **sliding scale fee structure** of \$10–\$50 per individual or family, subject to change. Scholarships available upon request.

## **Section 3. Member Responsibilities**

Members agree to:

- Participate in the shared stewardship of the Farm;
- Harvest responsibly, taking only what they can reasonably use;
- Respect the presence of students, school operations, and other community members;
- Follow all posted rules and guidelines.

## **Section 4. Volunteer Participation**

Volunteers are welcome with or without membership and are expected to adhere to all Farm policies.

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# **ARTICLE III: OPERATIONS AND USE OF LAND**

**Section 1. Communal Stewardship Model**The Farm is cultivated collectively by members, volunteers, and the school community, rather than through individually assigned plots.

## **Section 2. Hours of Operation**

Standard hours are:

- Monday–Friday: 3:30 PM to dusk on school days
- Saturday–Sunday, Weekends, and student holidays: Dawn to dusk

Access is limited during school hours and requires notifying PEAS staff or Cunningham staff and checking in with the school office.



### **Section 3. Site Rules**

All participants agree to:

- Follow school and park regulations;
  - Keep pets on leash and remove waste;
  - Maintain safe and respectful conduct at all times;
  - Follow harvesting and tool-use guidelines established by Farm leadership.
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## **ARTICLE IV: GOVERNANCE**

### **Section 1. Oversight**

The Farm is supported and overseen by:

- PEAS Staff

### **Section 2. Decision-Making**

Decisions regarding operations, programming, and land use shall be made by PEAS leadership and/or designated Farm leadership, with input from the school and community where appropriate.

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## **ARTICLE V: SAFETY AND CONDUCT**

### **Section 1. Assumption of Risk**

All participants acknowledge that farming, gardening, and outdoor activities involve inherent risks, including but not limited to:

- Use of tools and equipment
- Uneven terrain
- Exposure to weather, plants, insects, and animals



Participation is voluntary and at the individual's own risk.

## **Section 2. Code of Conduct**

Participants shall:

- Act respectfully toward all individuals;
- Avoid behavior that could cause harm or disruption;
- Follow guidance from staff and posted signage.

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# **ARTICLE VI: LIABILITY AND INDEMNIFICATION**

## **Section 1. Limitation of Liability**

To the fullest extent permitted by law, **PEAS (Partners for Education, Agriculture, and Sustainability), its staff, officers, directors, volunteers, and representatives shall not be held liable for any injury, loss, damage, or accident** occurring on or related to the use of the Farm premises.

## **Section 2. Good Faith Stewardship**

The Farm is operated in good faith as a community resource. PEAS and its representatives act as **stewards of the land for the benefit of the community**, and no guarantee of safety or condition is expressed or implied.

## **Section 3. Release of Claims**

All participants, on behalf of themselves and their heirs, hereby **release, waive, and discharge PEAS, its staff, Board of Directors, volunteers, and partners** from any and all claims arising from participation in Farm activities, except in cases of gross negligence or willful misconduct, as required by law.

## **Section 4. Good Faith Actions**

PEAS staff and members of the Board of Directors shall not be held personally liable for actions or decisions made **in good faith and within the scope of their roles and responsibilities**.



## **ARTICLE VII: FINANCES AND SUPPORT**

### **Section 1. Use of Funds**

Membership fees and sponsorships support:

- Farm maintenance and infrastructure
  - Seeds, tools, and irrigation
  - Educational programming and staffing
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## **ARTICLE VIII: AMENDMENTS**

These bylaws may be amended by:

- PEAS Leadership with notice to the PEAS Board or Directors for any additional input at the following quarterly board meeting.
  - A copy of updated bylaws will live on at the bottom of the PEAS Farm website at <https://www.peascommunity.org/peasfarm.html>
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## **ARTICLE IX: Date of Update**

These bylaws were updated on this date:  
3/19/2026

By:  
Lauren Maples