



# California Garden Clubs Inc.

## Articles of Affiliation

Garden Club: \_\_\_\_\_

District: \_\_\_\_\_

Date: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day associated ourselves together voluntarily under these Articles of Affiliation.

### Article I – Affiliation

#### 1. Agreement of Affiliation.

Acceptance of these Articles of Affiliation shall constitute a formal affiliation between California Garden Clubs, Inc., hereinafter referred to as CGCI, and the garden club seeking affiliation with CGCI.

#### 2. Record of Affiliation.

- a. A copy of the bylaws of the AFFILIATED GARDEN CLUB shall be attached to the Agreement of Affiliation to establish a full record of the affiliation.
- b. To maintain a full and lawful record of affiliation, an “*Annual Affiliation Renewal Packet*” shall be completed by the AFFILIATED GARDEN CLUB each year and filed with the CGCI Affiliated Garden Clubs Chairman.
  - (1) All parts of the packet must be properly completed
  - (2) Supporting documents as indicated in the instructions on the “*Annual Affiliation Renewal Packet*” shall be attached
  - (3) Signatures of officers authorized by the AFFILIATED GARDEN CLUB shall be affixed in the appropriate places
  - (4) The completed packet shall be returned to the Affiliated Garden Clubs Chairman of CGCI by February 1 of each year.
- c. The AFFILIATED GARDEN CLUB shall maintain a detailed description of its purposes and activities, including the sources of receipts and the nature of expenditures, to comply with the rules set forth by the IRS.

#### 3. Terms of Affiliation.

These Articles of Affiliation, along with the Bylaws and Articles of Incorporation of CGCI, shall govern the communication and collaboration between CGCI and the AFFILIATED GARDEN CLUB.

#### 4. Duration.

The AFFILIATED GARDEN CLUB shall maintain affiliation with CGCI until such time as the affiliation is terminated, according to the conditions set forth in Article VII.

## **Article II - Purpose**

1. The primary purpose of the AFFILIATED GARDEN CLUB shall be the same as the primary purpose of CGCI:
  - a) To create, promote and further interest in horticulture, gardening, floral and landscape design, plant and bird life, and appreciation of the natural beauties of the State of California.
  - b) To encourage civic beautification and roadside development.
  - c) To assist in projects for the conservation of our natural resources.
  - d) To educate the public in matters relating to horticulture, gardening, floral and landscape design, civic beautification and resource conservation.
2. The primary purpose of the Affiliation between CGCI and the AFFILIATED GARDEN CLUB shall be to coordinate and centralize the work of the various California garden clubs and associations, now or hereafter organized, under the general supervision of CGCI.

## **Article III - Governing Authority**

1. Organization.

CGCI is incorporated under the laws of the state of California pursuant to Articles of Incorporation filed May 13, 1936. The provisions of the Bylaws of the AFFILIATED GARDEN CLUB shall not be in conflict with Bylaws and Articles of Incorporation of CGCI.
2. Affiliate.
  - a. The AFFILIATED GARDEN CLUB is an autonomous entity and is responsible for maintaining records in compliance with these Articles of Affiliation and all applicable Federal, state and local laws and regulations, including tax laws.
  - b. The Board of Directors of the AFFILIATED GARDEN CLUB shall have the final authority in all matters pertaining to the operations of the AFFILIATED GARDEN CLUB which are not governed by these Articles of Affiliation.
  - c. The AFFILIATED GARDEN CLUB shall be subject to and participate in CGCI's general supervision and control.
  - d. The AFFILIATED GARDEN CLUB shall participate in CGCI governance through membership at the District level and through voting delegates at the annual CGCI conventions as prescribed in the Bylaws of CGCI.

## **Article IV - Limitations of Activity**

1. The AFFILIATED GARDEN CLUB shall not conduct or carry out any activities not permitted to be conducted or carried on by an organization exempt under Section 501 (c)(3) of the U.S. Internal Revenue Code and its Regulations as they now exist or as they may be amended.

2. The AFFILIATED GARDEN CLUB certifies by signing this agreement that it is not currently nor shall it become a private foundation during its period of affiliation.
3. Notwithstanding any other provision of these Articles or CGCI Bylaws, neither CGCI nor the AFFILIATED GARDEN CLUB shall be precluded from affiliating or collaborating with any other individuals or organizations.

## **Article V – Financial Relationship**

### **1. Budgetary Independence.**

The revenue and expenditures for CGCI and the AFFILIATED GARDEN CLUB shall be separate and independent in nature, except for any specific collaborations for which a distinct funding stream has been identified for the purpose of a collaborative activity between CGCI and the AFFILIATED GARDEN CLUB.

### **2. Affiliate Membership Dues.**

The AFFILIATED GARDEN CLUB will be liable for any and all membership dues to CGCI. Dues will be levied on an annual basis, the exact amount of which will be set forth in the Bylaws of CGCI.

### **3. Tax reporting.**

The AFFILIATED GARDEN CLUB is responsible for its own tax return filings, if necessary. California Garden Clubs, Inc. does not file group tax returns.

## **Article VI - Amendment of the Articles of Affiliation**

### **1. Proposing Amendments.**

- a. Amendment of these Articles of Affiliation may be proposed by a resolution of the CGCI Board of Directors.
- b. The AFFILIATED GARDEN CLUB may submit proposed Amendments to these Articles of Affiliation through the CGCI Executive Committee.

### **2. Acceptance of Amendments.**

These Articles of Affiliation may be amended at an annual CGCI convention by a two-thirds vote, provided that at least 45 days prior to convention all voting members shall have been sent a copy of the proposed amendments with rationale.

## **Article VII – Termination of Affiliation**

### **1. Automatic Termination.**

The Affiliation as defined herein these Articles of Affiliation will be deemed terminated if the “*Annual Affiliation Renewal Packet*” is not submitted as set forth in these Articles of Affiliation, Article II, Section 2(b).

### **2. Proposing Termination.**

The Affiliation as defined in these Articles of Affiliation may be terminated at any time by

- a. recommendation of the CGCI Membership Chairman due to the non-receipt of

