



Garden Clubs of Idaho, Inc. Articles of Affiliation

Garden Club: _____

District : _____

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 Garden Clubs of Idaho, Inc., hereinafter referred to as GCII, and the garden club seeking affiliation with GCII, hereinafter referred to as AFFILIATED GARDEN CLUB.

2. Record of Affiliation.

a. A copy of the bylaws of the AFFILIATED GARDEN CLUB shall be attached to these Articles 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 GCII Group Tax Exemption Program (GTEP) 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 GCII GTEP Chairman by February 1 of each year.

c. The AFFILIATED GARDEN CLUB shall maintain a 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 GCII, shall govern the communication and collaboration between GCII and the AFFILIATED GARDEN CLUB.

4. Duration. The AFFILIATED GARDEN CLUB shall maintain affiliation with GCII 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 GCII, including:

- a. For charitable, educational, and scientific purposes;
- b. To encourage interest in all phases of horticulture and promote civic beautification and conservation of natural resources through education, charity, and community improvement;
- c. To educate and encourage members in the areas of horticulture, floriculture, landscape design, environmental awareness, and other gardening related areas.

2. The primary purpose of the Affiliation between GCII and the AFFILIATED GARDEN CLUB shall be to coordinate and centralize the work of the various Idaho garden clubs and associations, now or hereafter organized, under the general supervision of GCII.

Article III - Governing Authority

1. Organization. GCII is incorporated under the laws of the state of Idaho pursuant to Articles of Incorporation filed September 8, 2009. The provisions of the Bylaws of the AFFILIATED GARDEN CLUB shall not be in conflict with Bylaws and Articles of Incorporation of GCII.

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 GCII's general supervision and control.
- d. The AFFILIATED GARDEN CLUB shall participate in GCII governance through membership at the District level and through voting delegates at the GCII Annual Convention and Fall Board Meeting as prescribed in the Bylaws of GCII.

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 GCII Bylaws, neither GCII 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 GCII and the AFFILIATED GARDEN CLUB shall be separate and independent in nature.
2. Affiliate Membership Dues. The AFFILIATED GARDEN CLUB will be liable for any and all membership dues to GCII. Dues will be levied on an annual basis, the exact amount of which will be set forth in the GCII Bylaws.
3. Tax reporting. The AFFILIATED GARDEN CLUB is responsible for its own tax return filings, if necessary. GCII does not file group tax returns.

Article VI - Amendment of the Articles of Affiliation

1. Proposing Amendments. Amendment of these Articles of Affiliation may be proposed by a resolution of the GCII Board of Directors. The AFFILIATED GARDEN CLUB may submit proposed Amendments to these Articles of Affiliation through the GCII Executive Committee.
2. Acceptance of Amendments. These Articles of Affiliation may be amended at the GCII Annual Convention or Fall Board Meeting by a two-thirds (2/3) 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 will be deemed terminated if the “*Annual Affiliation Renewal Packet*” is not submitted as set forth in these Articles of Affiliation, Article I, 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 GCII Treasurer due to the non-receipt of annual dues;
- b. recommendation of the GCII GTEP Chairman because conditions for the continued effectiveness of a group exemption have not been fulfilled by the AFFILIATED GARDEN CLUB;
- c. written letter from the AFFILIATED GARDEN CLUB stating it wishes to terminate the affiliation;
- d. resolution of the GCII Board of Directors.

3. Resolution of Termination.

- a. Upon termination of the affiliation between GCII and the AFFILIATE, the GCII GTEP Chairman will issue a written acknowledgement of said termination, one copy of which will be sent to the AFFILIATED GARDEN CLUB and one copy included with the record of the affiliation thereby closing the file.
- b. Upon termination of the affiliation between GCII and the AFFILIATED GARDEN CLUB, the GCII GTEP Chairman will include the AFFILIATED GARDEN CLUB on the list of subordinates no longer to be included in the group exemption letter to the Internal Revenue Service.
- c. The AFFILIATED GARDEN CLUB will cease to claim itself a non-profit, 501(c)3 organization under the GCII group exemption letter.

IN WITNESS WHEREOF, we, the undersigned, pursuant to the authority conferred upon us by GCII or the garden club seeking affiliation with GCII, have executed these Articles of Affiliation upon this, the ____ day of _____, 20__.

Name of Garden Club:

Garden Clubs of Idaho, Inc.

By: _____

Print name: _____

Title: _____

Address: _____

By: _____

Chairman, GCII Group Tax
Exemption Program

By: _____

President, GCII