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23                   **TALLAHASSEE GARDEN CLUB**  
24                                   **STANDING RULES**

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27                   **Adopted April 2015**

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1 **TALLAHASSEE GARDEN CLUB STANDING RULES**

2  
3 **ARTICLE I – AUTHORITY**

4 These Standing Rules are authorized in Article II, Section 6 of the TGC Bylaws  
5 adopted March 2015. Rules complement, but do not replace or conflict with, the  
6 duly adopted bylaws of the Tallahassee Garden Club (TGC).

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9 **ARTICLE II – ROLE AND PURPOSE**

10 Affiliated with both the Florida Federation of Garden Clubs (FFGC) and National  
11 Garden Clubs, Inc. (NGC), TGC may work diligently to inform and support  
12 charitable, educational and scientific issues that would further the knowledge of  
13 members and the public.

14 TGC is an issues---oriented organization that does not oppose, support or endorse  
15 individual candidates for any local, state, or national office. Campaign signage or  
16 appearances at the Garden Center, or monetary contributions from TGC’s  
17 treasury are strictly prohibited. Individual members are encouraged to fully  
18 participate in the democratic process for local, state, and national elections with  
19 their individual time, talents, and fiscal support but may not suggest, nor imply,  
20 any endorsement, opposition, or support from TGC when doing so.

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23 **ARTICLE III – MEMBERSHIP**

24 **Part A – Membership Fees and Categories:**

25 Only those who have paid the appropriate membership dues in a timely manner  
26 may claim to be, and be recognized as, members of TGC.

1 Section 1 – Annual membership fees are as follows:

- 2 • Individual dues, active or associate member: \$80.00;
- 3 • Family dues, active or associate member: \$105.00;
- 4 • FFGC Life Members, individual dues: \$68.00;
- 5 • FFGC Life Member, family dues (one Life member): \$93.00;
- 6 • FFGC Life Member, family dues (two Life members) \$91.00;
- 7 • Affiliate members: \$140.00.

8 Dues are paid each year to the Circle Treasurer. Circle treasurers remit all dues  
9 collected to the TGC Treasurer by March 30 of each fiscal year. Dues are  
10 allocated as follows:

- 11 • \$80 dues shall be distributed \$12 to FFGC, \$1 to District III, \$12 to the  
12 TGC, \$15 to the BOT Garden Center Operating Fund and \$40 to the BOT  
13 Capital Improvement Reserve Fund
- 14 • \$105 dues shall be distributed \$14 to FFGC, \$2 to District III, \$19 to TGC,  
15 \$30 to the BOT Garden Center Operating Fund and \$40 to the BOT Capital  
16 Improvement Reserve Fund
- 17 • \$68 dues shall be distributed \$1 to District III, \$12 to the TGC, \$15 to the  
18 BOT Garden Center Operating Fund and \$40 to the BOT Capital  
19 Improvement Reserve Fund
- 20 • \$93 dues shall be distributed \$2 to FFGC, \$2 to District III, \$19 to TGC,  
21 \$30 to the BOT Garden Center Operating Fund and \$40 to the BOT Capital  
22 Improvement Reserve Fund
- 23 • \$91 dues shall be distributed \$2 to District III, \$19 to TGC, \$30 to the  
24 BOT Garden Center Operating Fund and \$40 to the BOT Capital  
25 Improvement Reserve Fund
- 26 • \$140 dues shall be distributed \$35 to FFGC, \$65 to TGC and \$40 to the BOT

1 Capital Improvement Reserve Fund.

2  
3 In the event that the \$15 designated for the BOT Garden Center Operating Fund  
4 would cause a financial hardship on a member of the TGC who has 20 or more  
5 membership years and who is at least 80 years of age, such member may be  
6 exempted from paying the \$15. This section takes effect upon approval of these  
7 Standing Rules. Members receiving this exemption prior to this adoption date  
8 retain their exemption as long as they fulfill the requirements under which their  
9 exemption was originally granted.

10 Section 2 – Membership Categories:

11 Membership is by application, either to the club as a whole or through an  
12 individual Circle.

- 13 a. Members are accepted and encouraged to join at the Circle level for  
14 maximum educational benefits to the members.
- 15 b. Members are designated as either voting or non-voting based up the  
16 definitions found in the current Bylaws.
- 17 c. Completed applications are filed with the First Vice-president (TGC  
18 Membership Chair).

19  
20 Part B – Circles:

21 TGC membership, organized on the circle plan, is composed of constituent circles  
22 under the direction of the governing body of TGC. Circles establish their  
23 operational procedures through adoption of Standing Rules for their circles,  
24 aligned with the bylaws and rules of TGC. Circles establish their officers each  
25 fiscal year from the Active members within their circle in accordance with their  
26 own Standing Rules. Circles meet monthly between September and May at a time  
27 and place established by the circle membership. Circles may meet more

- 1 frequently if desired, but must meet at least eight times within those nine months
- 2 for their members to be considered active.

1 Section 1 ----- At a minimum, each circle must determine a Chair, Secretary, and  
2 Treasurer by March 31 of each fiscal year and report the contact information for  
3 them to TGC. The number of annual terms allowed for circle officers is also  
4 designated by each circle in its rules.

5 a. The Circle Chair conducts meetings and leads activities of the Circle. The  
6 Chair for each Circle is a designated member of the TGC Executive  
7 Board. As such, the chair represents the circle's membership, through  
8 attending, voting, and participating in all Executive Board meetings and  
9 activities on behalf of the Circle. The Chair is designated as the general  
10 contact for information dissemination from TGC to members when a  
11 specific contact person is not listed or available.

12 b. Circles may designate Co---Chairs or Vice Chairs instead of, or in addition  
13 to, a single chairperson to fulfill the functions of Circle Chair. Contact  
14 information for these circle officers is reported to TGC in the same  
15 manner as other circle officer information.

16 c. The Circle Secretary keeps the minutes of the Circle meetings, attends to  
17 correspondence and performs other duties as may be assigned by the  
18 Circle.

19 d. The Circle Treasurer has the care and custody of all Circle---generated  
20 funds, signs checks, keeps a complete and accurate account of all  
21 receipts and disbursements, presents a current financial report at each  
22 Circle meeting, and performs other duties as may be assigned by the  
23 Circle.

24 e. Circles have the authority to elect or appoint other committee or activity  
25 chairs within each Circle to carry out their work in support of the

1 purposes of TGC, FFGC, and NGC. Circles establish these per their own  
2 Standing Rules.

3 Section 2 ----- Each Circle files a current copy of their Standing Rules or procedures  
4 with the Membership Chair of TGC by April 30 of each year or informs the  
5 Membership chair that no changes have been made and keeps the Membership  
6 Chair informed of any changes throughout the year. No Standing Rule,  
7 procedure, or action may contradict or violate any portion of the Bylaws or  
8 Standing Rules of the TGC, FFGC, or NGC.

9 Section 3 ----- Newly formed Circles operate probationally for not less than one  
10 year under the direction of the First Vice---president. New Circle members are not  
11 required to pay state or district dues during the probationary period. New  
12 Circles are composed of not less than ten (10) members. Upon satisfactory  
13 completion of the probationary period, the First Vice---president may recommend  
14 full membership status for the new Circle to the Executive Board. New Circle  
15 membership must be approved by a majority vote of the Executive Board.

16 Section 4 – The fiscal year and fiscal policies for each circle shall follow the fiscal  
17 year and policies of TGC as delineated in the Bylaws and these Standing Rules and  
18 must remain compliant with the Club’s status as a non---profit organization.

19 Section 5 – Circle funds provide for philanthropic, educational and scientific  
20 programs in the community for and by the Circle members and are used to  
21 maintain the Garden Center for use by TGC members and the citizens of the  
22 community.

23 Section 6 ----- Each Circle shall pay an annual fee on a pro---rata basis by December 31  
24 to fund, in whole or in part, special projects of the TGC to include youth  
25 programs, garden therapy, and membership in related organizations. Circle

1 treasurers remit a check to the TGC Treasurer by the date stated that equals  
2 \$3.00 per circle member.

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5 **ARTICLE IV – FISCAL POLICIES**

6 Section 1 – The dues structure delineated in these Standing Rules may only be  
7 changed using the three---month process outlined in Article IV, Section 4 of the TGC  
8 Bylaws as adopted March 2015.

9 Section 2 – Bills presented for payment to the TGC Treasurer must have approval  
10 of the President and the member authorizing same

11 Section 3 ----- A yearly TGC budget shall be prepared by the TGC Budget Committee  
12 and presented to the Executive Board for approval at its May meeting. The  
13 Budget Committee shall consist of the Treasurer as chair, the President, First Vice---  
14 President, Board of Trustees Treasurer and one other elected trustee appointed  
15 by the President. A majority of those eligible and voting may amend the Budget  
16 at an Executive Board meeting or at a General Membership Meeting.

17  
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19 **ARTICLE V– GOVERNANCE STRUCTURE OF TGC**

20 **PART A – Officers and Trustees:**

21 Section 1—The elected officers of the TGC ----- a President, a First Vice---president, a  
22 Second Vice---president, a Third Vice---president, a Recording Secretary, a  
23 Corresponding Secretary, and a Treasurer—must be active members of TGC when  
24 elected and throughout their term(s) of office.

1 Section 2 – The elected trustees ----- Chair, Secretary, Treasurer,  
2 Grounds/Landscape trustee, and Building/Physical property trustee – must be  
3 active members of TGC when elected and throughout their term(s) of office.

4 Section 3 – TGC officers are elected for two---year terms, to run concurrent with  
5 FFGC. Trustees are elected for three---year terms.

6 Section 4 ----- No member shall be eligible for the same TGC office for more than  
7 two consecutive terms without a one---term break in service. Terms commence on  
8 June 1 and end on May 31.

9

## 10 PART B – Duties of Officers and Trustees:

11 Section 1 – The TGC President or designee presides at all meetings of the Club and  
12 the Executive Board and is an ex---officio member of all committees except the  
13 Nominating Committee. The president is a member of the Board of Trustees. The  
14 president:

- 15 • calls special meetings,
- 16 • fills vacancies occurring in office with approval of the Executive Board,
- 17 • appoints the chairs of all standing and select committees except as  
18 provided in Bylaws or Standing Rules
- 19 • represents the Club at the Annual Convention of the FFGC and at all  
20 District meetings.
- 21 • recommends one of the members of the TGC for membership on the  
22 Tallahassee City Park Board as noted in the Tallahassee City Commission  
23 Policy.
- 24 • has the authority to authorize such persons as deemed necessary to  
25 establish and maintain bank accounts with the approval of the President’s

1 Council and as permitted by the Internal Revenue Service without  
2 jeopardizing qualification of the TGC as a 501(c)(3) corporation.

- 3 • may appoint additional committees for specific purposes and may  
4 determine the membership of those committees.
- 5 • may organize current and future committee chairs into working groups as  
6 needed to maintain the order and business of the TGC.

7 Section 2 – The TGC First Vice---president shall assume the duties of the President  
8 in the absence of the President. The First Vice---president is a member of the  
9 Board of Trustees. Upon the death or resignation of the President, the First Vice---  
10 president shall become the President until the next election. The First Vice---  
11 president:

- 12 • acts as assistant to the President and represents her/him upon request,
- 13 • keeps an accurate and up---to---date roll of membership of the TGC and serves  
14 as Chair of the Membership Committee,
- 15 • assumes the responsibility of the organization of new Circles and the  
16 stimulation of interest in the Circles already organized,
- 17 • represents the TGC at the Annual Convention of the FFGC and at District  
18 meetings,
- 19 • provides annual reports of any assigned committees' work, and
- 20 • performs other duties as assigned by the President.

21 It is the duty of the First Vice---president to order a Past President's Pin and gift,  
22 paid for with TGC funds budgeted therefore, to be given to the President at the  
23 end of her/his term of office. The pin and gift are given to the President at the  
24 May meeting at the expiration of the President's term of office; and the  
25 President's Pin is then given to the incoming President.

1 Section 3 – The TGC Second Vice---president assumes the duties of the President  
2 and/or the First Vice---president in the absence of the President and/or First Vice---  
3 president. The Second Vice---president:

- 4 • coordinates production of the Yearbook,
- 5 • provides annual reports of any assigned committees' work, and
- 6 • performs other duties as assigned by the President.

7 Section 4 – The TGC Third Vice---president:

- 8 • plans programs for-the two General Membership Meetings each year,
- 9 • plans programs for any Executive Board meetings as directed by the  
10 President, coordinates other local or regional meetings at the direction of  
11 the President,
- 12 • provides annual reports of any assigned committees' work, and
- 13 • performs other duties as assigned by the President.

14 Section 5 – The TGC Recording Secretary keeps the minutes of all meetings of the  
15 TGC and Executive Board. The Recording Secretary is a member of the Board of  
16 Trustees. The Recording Secretary is:

- 17 • charged with the safekeeping of all records and reports of the TGC,
- 18 • provides annual reports of any assigned committees' work, and
- 19 • performs other duties as assigned by the President.

20 Section 6 – The TGC Corresponding Secretary has charge of, and maintains a  
21 record of, all correspondence of the TGC. The Corresponding Secretary:

- 22 • sends out notices of all Board meetings upon request,
- 23 • sends the names of delegates and alternates to the State Convention  
24 Registration Chairman ten days prior to the annual convention,
- 25 • provides name tags at Executive Board meetings,

- 1 • provides annual reports of any assigned committees' work, and
- 2 • performs other duties as assigned by the President.

3 Section 7 – The TGC Treasurer has charge of all monies intended for, and  
4 belonging to TGC. The Treasurer is a member of the Board of Trustees. The  
5 Treasurer:

- 6 • serves as Chair of the Budget Committee,
- 7 • provides timely reports of the financial health of the organization,
- 8 • pays all bills that are authorized by the President of the TGC,
- 9 • annually provides the books and records to a Certified Public Accountant  
10 who shall assist in the preparation of financial statements and appropriate  
11 tax returns,
- 12 • annually ensures that all tax certificates needed to carry on the business of  
13 TGC are current,
- 14 • files reports to the Department of Revenue as well as pay all taxes owed as  
15 a result of TGC fundraisers,
- 16 • provides annual reports of any assigned committees' work, and
- 17 • performs other duties as assigned by the President

18 At the end of her/his term of office, the Treasurer shall transfer all monies, books  
19 and records to the new Treasurer thirty days after the close of the fiscal year.

20 Section 8 – The Board of Trustees (BOT) Chair presides at meetings of the BOT  
21 and oversees the business of the BOT delineated in the BOT Standing Rules as  
22 duly adopted August 2013 and published to the TGC Executive Board September  
23 2013. The Standing Rules of the Board of Trustees of the Tallahassee Garden Club  
24 are hereby incorporated by reference into these TGC Standing Rules, and may be  
25 found in Appendix A.

1 Section 9 – The BOT Secretary records and keeps track of all actions of the BOT  
2 that occur at meetings, handles correspondence for the BOT, as well as keeping a  
3 current listing of the location of all TGC property documents. The BOT Secretary  
4 performs the duties noted in the BOT Standing Rules in Appendix A and any  
5 others as directed by the BOT Chair.

6 Section 10 ----- The BOT Treasurer has charge of all monies intended for, and  
7 belonging to the BOT. An explanation of the BOT Treasurer’s fiscal responsibilities  
8 to the BOT is noted in Appendix A: the BOT Standing Rules.

9 Section 11 – The BOT Grounds/Landscape Trustee coordinates the efforts to  
10 maintain the grounds and landscaped areas of the Garden Center and monitors  
11 those efforts as noted in Appendix A: the BOT Standing Rules.

12 Section 12 – The BOT Building/Physical Properties Trustee coordinates the  
13 maintenance of the interior and the exterior of the Garden Center building,  
14 including all fixtures and furnishings, as described in Appendix A: the BOT  
15 Standing Rules.

16

17 PART C – Election of Officers and Trustees

18 Section 1 – The right to vote and hold office is restricted to active members as  
19 defined in the Membership section of the bylaws and these standing rules.

20 Section 2 – A nominating committee of at least five active members, but no more  
21 than seven, is elected by a majority of the active members in attendance at the Fall  
22 General Membership Meeting. The Nominating Committee prepares a list of  
23 qualified candidates for each of the TGC Offices and/or Board of Trustee positions  
24 being vacated. Nominations from the floor may be made at the time of the

1 election. Election procedures noted in Robert’s Rules of Order are followed to  
2 ensure a fair and equitable process.

3 Section 3 – Elections are held at the Spring General Membership Meeting to fill  
4 expiring terms of officers or trustees. Candidates are elected by a majority of those  
5 active members present physically or electronically and voting.

6 Section 4 ----- Each retiring Officer or Trustee shall turn over to the duly elected  
7 successor all instructions, books and records that belong to the office before the  
8 end of June.

9

## 10 PART D – Vacancy or Resignation from Office

### 11 Section 1 ----- Vacancy and Resignation

12 a. The President may declare an elected position to be vacant if it is  
13 determined that the elected person is unable to perform the duties of the  
14 office due to documented physical or mental conditions. If a vacancy occurs  
15 in the Office of the President, the First Vice---president shall succeed to the  
16 Office.

17 b. Elected office holders who choose to resign must submit a letter of  
18 resignation to the President. If the President is resigning, the letter of  
19 resignation is submitted to the First Vice---president.

20 c. In the event of a resignation or vacancy, all records of the office are  
21 immediately turned over to the President or the President’s designee.

22 d. The President, with the advice of the President’s council and approval of  
23 the Executive Board, declares the vacancy, accepts the resignation, and  
24 subsequently appoints a member to complete the unexpired term of the  
25 open position.

1 Section 2 ----- Removal from Office

2  
3 a. Removal proceedings may be brought against any elected Officer for  
4 failure to perform the duties of office through a Motion for Removal.

5 b. A Motion for Removal must be submitted to the TGC President in writing,  
6 signed by at least (10) ten active members of the TGC, and state the grounds  
7 for removal.

8 c. When a Motion for Removal is received by the President, all Executive  
9 Board Members shall be officially notified that the matter will be on the  
10 agenda of the next regular or special Executive Board meeting. The President  
11 shall provide a copy of the Motion for Removal to the subject of the Motion  
12 at least seven (7) days before the meeting. In the event that the Motion is  
13 brought against the President, then the First Vice---president shall serve as  
14 presiding officer until the matter is resolved.

15 d. A Motion for Removal may only be considered upon a majority vote of the  
16 Executive Board at the scheduled meeting. The Officer or Trustee subject to  
17 removal may provide a written or oral response, or both, and the question  
18 may not be called by the Chair until the Officer or Trustee subject to removal  
19 has finished speaking or 30 minutes has transpired, whichever comes first.

20 e. If the Motion is to be considered, the President shall declare a hearing to  
21 be on the agenda of the next regular or special scheduled meeting of the  
22 Executive Board.

23 f. At such hearing, spokespersons from the original signers of the Motion for  
24 Removal may speak, the Officer or Trustee subject to removal may speak and  
25 witnesses may be called.

1 g. An affirmative vote consisting of not less than (2/3) two---thirds of those  
2 voting shall be necessary for the removal to be valid.

3 h. Upon removal of an Officer or Trustee, the President, with the approval of  
4 the Executive Board, shall appoint a member to complete the unexpired  
5 term. In the case of the removal of the President, the First Vice---president  
6 will take over for the President's unexpired term and may appoint a person  
7 to fill the role of First Vice---president.

## 8 Part E – Boards and Committees

9 Section 1 ----- Unless otherwise provided, a simple majority of the Executive Board is  
10 required to transact business once a quorum has been established. The Executive  
11 Board transacts the business of the TGC, representing the desires of the general  
12 membership.

13 a. A voice vote is acceptable unless there is member objection. If a voice  
14 vote is objected to, the Recording Secretary shall note those who are  
15 entitled to vote and they will do so by a show of hands for both the  
16 affirmative and negative.

17 b. Meetings are usually held on the first Wednesday after the first Monday  
18 of the month and are called by the President. The board usually only  
19 meets from September through May, but may meet at any time as  
20 called by the President.

21 Section 2 – Unless otherwise provided, a simple majority of the Board of Trustees  
22 is required to transact business once a quorum has been established. A quorum is  
23 defined as a majority of the nine members of the BOT.

24 a. The BOT meets at least monthly, and may meet more frequently at the  
25 call of the BOT Chair.

1           b. The BOT is entrusted with jurisdiction over the real property of the TGC  
2           by the membership. The real property of the TGC may not be sold,  
3           mortgaged, leased, nor in any way may the ownership status be  
4           changed, except by an affirmative two---thirds vote of the total  
5           membership of the TGC at a duly advertised meeting following the same  
6           process used for changing the amount of annual dues collected as noted  
7           in Article IV, Section 4 of the TGC Bylaws.

8   Section 3 – The President’s Council advises the President on matters to come  
9   before the Executive Board and general membership. The council meets prior to  
10 each general membership and executive board meeting to review the agenda  
11 items and to assist the President as needed.

12 Section 4 – Both the Standing Committees noted in Article V, Part E, Section 4 of  
13 the bylaws and ad hoc committees support the work of the TGC. The President is  
14 authorized and expected to appoint chairs for all ad hoc committees of TGC, most  
15 of which are subsequently listed in the yearbook. Committees may be structured  
16 as the President deems expedient and may be required to provide updates or  
17 reports as appropriate, but no less than once per fiscal year.

18 Section 5 – The BOT may see the need for ad hoc or working committees to  
19 support the maintenance and upkeep of the Garden Center. The TGC President  
20 must be consulted on all suggestions regarding committee chairs and  
21 membership. These committees may also be required to provide updates or  
22 reports as appropriate, but no less than once per fiscal year.

23 Section 6 – Circles may also form internal committees by conforming to the  
24 process established in their own Standing Rules.

1 **ARTICLE VI – PARLIAMENTARY AUTHORITY**

2 The majority of decisions made at the circle, committee, board, or general  
3 membership levels can often be handled by simple majority via voice vote or  
4 show of hands. If there are any questions as to the validity of a decision reached  
5 in this manner at any level throughout the TGC, the process and procedures  
6 delineated in *Roberts Rules of Order, Newly Revised*, shall be applied to ensure  
7 fair and equitable treatment by and for all members.

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9  
10 **ARTICLE VII – AMENDMENTS TO BYLAW OR STANDING RULES**

11 **Section 1** – Bylaws may only be amended at a General Membership Meeting.

12 Two---thirds vote of the active members present and voting are required to amend.  
13 Amendments must be presented in writing to each Circle Chair for announcement  
14 and discussion at a Circle meeting before action is taken at a General Membership  
15 meeting. Circle Chairs are expected to ensure that members are aware of and  
16 understand the effects of the proposed changes.

17 **Section 2** – Unless otherwise noted in the bylaws, Standing Rules may be  
18 amended at any Executive Board meeting by a two---thirds vote of the active  
19 members present and voting. Proposed changes to Standing Rules would be  
20 presented in writing and explained to Circle Chairs at an Executive Board meeting  
21 and the President would direct Circle Chairs to explain the proposed changes to  
22 their Circle members at the next Circle meeting. A vote on the proposed  
23 amendment(s) would occur at the following Executive Board meeting.

1 **ARTICLE VIII – INDEMNIFICATION**

2 Indemnification of elected officers, trustees, or Executive Board members is given  
3 only when the conduct in question was authorized by TGC. Indemnification is  
4 extended to both current and former members serving in the capacities  
5 designated.

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7  
8 **ARTICLE IX – DISSOLUTION**

9 Section 1 ----- In the unlikely event that the TGC is dissolved, all assets should be  
10 distributed for one or more exempt purposes under current IRS definitions or  
11 distributed to a federal, state, or local government entity for a public purpose.

12 Section 2 – In the unlikely event that a circle is dissolved, all assets of the Circle  
13 become the property of the TGC.

14  
15  
16 **ARTICLE X – SEVERABILITY**

17 If it is found that any or several features of these Standing Rules contradict  
18 current bylaws or Standing Rules, or that portions are illegal, invalid, or  
19 unenforceable, or that portions as written and applied would jeopardize the non---  
20 profit status of TGC, said portions will not affect the enforcement and  
21 implementation of the remainder of the document.

22  
23  
24  
25 Adopted April 8, 2015

1 **TALLAHASSEE GARDEN CLUB STANDING RULES**  
2 **APPENDIX A**

3  
4 **Standing Rules for the Board of Trustees of Tallahassee Garden Club, Inc.**

5 The Board of Trustees, hereinafter referred to as BOT, is the body entrusted with  
6 the care and keeping of the house and grounds of the Tallahassee Garden Club,  
7 hereinafter referred to as TGC. Trustees are elected to facilitate this objective and  
8 are given jurisdiction by the TGC by---laws.

9  
10 **I. Duties of Trustees at Large**

11 **A. Chair, Board of Trustees**

1. Preside at all meetings of the BOT.
2. Serve notices of meetings of the BOT.
3. Prepare a written agenda to be forwarded to board members prior to the meeting.
4. Execute all contracts in the name of the BOT, subject to the approval of the BOT.
5. Supervise all employees and independent contractors employed by the BOT.
6. Conduct an annual evaluation of the Venue Director to discuss compliance with all terms of the contract.
7. Oversee all BOT business dealings.
8. Monitor the calendar for all rental and TGC activities at the Garden Center. The BOT Chair is one of three trustees authorized to enter events on the calendar. The TGC president

12

1 and Building/Physical Properties trustee also are authorized to  
2 enter events on the calendar.

3 9. Provide the key code to any TGC member who needs to gain  
4 entrance to the Garden Center. Maintain a log of the date and  
5 name of the member to whom the code is given, along with  
6 the tentative dates that the member will be using the code.

7 10. Sign the bank signature cards that authorize check signing on  
8 the BOT checking account at the beginning of the fiscal year.  
9 This procedure is required by the bank when a new  
10 treasurer is installed and that person's signature is added to  
11 the signature card. Deliver a copy of the minutes of the TGC  
12 General meeting evidencing election of the officer(s) to the  
13 bank officer facilitating the signature process.

14 11. Sign the bank signature card that authorizes access to the TGC/  
15 BOT safe deposit box. Deliver a copy of the minutes of the TGC  
16 General meeting evidencing election of the officer(s) to the  
17 bank officer facilitating the signature process.

18 12. Work closely with all trustees, especially the  
19 Grounds/Landscape trustee, Building/Physical Properties  
20 trustee and BOT treasurer, to ensure that the duties of all  
21 positions are properly fulfilled.

22 13. Serve as a member of all BOT Standing Committees and  
23 approve all appointed members not specifically designated by  
24 standing rule.

- 1           14. Attend President's Council meetings and TGC Executive Board  
2                   meetings, and report to the Executive Board on behalf of the  
3                   BOT.
- 4           15. Serve as an adviser to any TGC committee for club activities  
5                   that take place in the Garden Center.
- 6           16. Maintain an inventory of all keys and locks and maintain a log  
7                   of all members who have signed the statement of  
8                   responsibility (copy attached) and to whom keys are  
9                   distributed. File the statements in the chairman's notebook,  
10                  together with the inventory log.
- 11          17. Maintain a notebook that includes a listing of all documents  
12                  over which the BOT has authority as required by standing  
13                  rules, and the physical locations of those documents. The list  
14                  of documents shall include the title to the property located at  
15                  507 North Calhoun Street, property insurance, bank accounts  
16                  and certificates of deposits.

17  
18       **B. Grounds/ Landscape Trustee**

- 19           1. Schedule TGC grounds workdays and notify circle chairs of  
20                  date and time.
- 21           2. Monitor the rental and event calendar for rentals and TGC  
22                  activities to be held at the Center and schedule lawn service as  
23                  needed.

- 1           3.     Determine from the Venue Director the outdoor areas to be  
2                 used by renters and notify the lawn maintenance contractor of  
3                 a need to pay special attention to those areas.
- 4           4.     Monitor cleaning of the cigarette butt disposal containers on  
5                 the patio and deck.
- 6           5.     Pick up litter on the grounds and trim growth to clear  
7                 walkways as needed.
- 8           6.     Water outdoor potted plants as needed and notify circles  
9                 when their beds are in need of care.
- 10          7.     Inspect the irrigation system and notify the appropriate repair  
11                person if necessary.
- 12          8     Check position of city garbage cans so all are accessible.
- 13          9.     Monitor lights on the handicap ramp and deck stairs and  
14                replace burned out bulbs as needed.
- 15          10.    Supervise independent contractors hired to perform outdoor  
16                lawn service.
- 17          11.    Monitor the grounds for fire ant infestations. Apply eradication  
18                treatment as needed.
- 19          12.    Serve as chair of the Landscape Committee.
- 20          13.    Review all plans pertaining to landscape design or irrigation of  
21                the property and make recommendations to the BOT for  
22                approval or disapproval.
- 23          14.    Monitor the parking lot area and driveways and make  
24                recommendations as to repairs that are needed.

1           **C.    Building/Physical Properties Trustee**

- 2           1.    Oversee the maintenance of the interior and exterior of the
- 3                 Garden Center building, including all fixtures and furnishings.
- 4           2.    Interview, recommend and supervise all contractors/vendors
- 5                 with respect to providing services attendant to the
- 6                 maintenance of the Garden Center, such as the cleaning
- 7                 service, painting contractors, electricians, plumbers, etc.
- 8           3.    Schedule and monitor the cleaning services as needed.
- 9           4.    Inspect the Garden Center following each event, including TGC
- 10                events, for any rule infractions including damage to the
- 11                property or theft and report the infractions to the BOT Chair.
- 12           5.    Advise the BOT treasurer within three days of an event as to
- 13                whether the full security deposit may be refunded to a renter
- 14                or if the deposit must be withheld due to a rule infraction,
- 15                damage or theft.
- 16           6.    Assist in obtaining rentals as needed, in showing the Garden
- 17                Center to prospective renters, in being on property during a
- 18                rental if needed, and in executing contracts with renters as
- 19                needed.
- 20           7.    Work with the Venue Director to assure that the Garden
- 21                Center is ready for all calendared events.
- 22           8.    Periodically change the lock box key code and provide the new
- 23                code to the BOT chair and to the Venue Director.
- 24           9.    Purchase all cleaning supplies for the Garden Center.

- 1            10. Purchase all equipment that is needed for the Garden Center,  
2            including, but not limited to mops, brooms, inside trash  
3            receptacles, tablecloths, coffeepots, small appliances, vacuum,  
4            light bulbs, paper goods, and toiletry items.
- 5            11. Determine what maintenance is required, report the need to  
6            the BOT, obtain estimates and ensure that the work is done as  
7            ordered, including, but not limited to interior and exterior  
8            painting, rug cleaning, roof repairs, rodent control, termite  
9            inspections.
- 10           12. Coordinate and monitor all regular service for the Garden  
11           Center, including, but not limited to, fire alarm, termite  
12           control, air condition and heating service, security system, pest  
13           control, rodent control, insurance, telephone and computer  
14           service.
- 15           13. Maintain an up to date inventory of all items in the Garden  
16           Center and ensure that those available for public use are  
17           located in such places as to assure easy accessibility.
- 18           14. Be accessible for emergencies and available to answer  
19           questions relating to the Garden Center.
- 20           15. Monitor the calendar for all rental and TGC activities at the  
21           Garden Center. The Building/Physical Properties trustee is one  
22           of three trustees authorized to enter events on the calendar.  
23           The TGC president and BOT Chair are also authorized to enter  
24           events on the calendar.

25 .

- 1           16.    Monitor the ballroom storage closet to ensure that all tables  
2                   and chairs are properly stored and ready for rentals.
- 3           17.    Serve as chair of the Interior Design Committee and any  
4                   other committee appointed by the BOT Chair.
- 5           18.    Schedule garden center cleaning days for non---routine cleaning.

#### 8           **D.    Secretary**

- 9           1.    Call roll at each BOT meeting and record members present to  
10                   assure a quorum.
- 11          2.    Maintain a notebook of all minutes, correspondence, and a  
12                   listing of all documents over which the BOT has authority as  
13                   required by standing rules, and the physical locations of those  
14                   documents. The list of documents shall include the title to the  
15                   property located at 507 North Calhoun Street, property  
16                   insurance, bank accounts and certificates of deposits.
- 17          3.    Take notes and record all actions of the Board that occur at the  
18                   meeting.
- 19          4.    Maintain the list of long and short range plans as part of the  
20                   minutes of the meeting where these plans are developed.
- 21          5.    Compile the minutes and e---mail them to the Chair for input.  
22                   After input from the Chair, distribute minutes by e---mail to the  
23                   BOT members prior to the next meeting, file minutes by  
24                   month in a notebook and record electronically for the year.

- 1           6.     Submit either an electronic or a hard copy of the minutes to  
2           the TGC historian annually.
- 3           7.     Read the minutes at the next meeting, unless reading has been  
4           waived by majority vote of the board members present. Make  
5           any corrections or additions that are approved at the meeting  
6           and record them in the current minutes.
- 7           8.     Attend to correspondence as directed by the BOT or by the  
8           BOT chair, including thank you notes for donations or  
9           services provided. If the donation is from an individual or  
10          business, include information about TGC's non---profit 501(c) (3)  
11          status. That information is not appropriate in a thank you for a  
12          donation from a Circle.
- 13          9.     If the request for correspondence comes via e---mail, copy that  
14          e---mail and indicate when the note was written for file  
15          purposes. If the notification of a donation is not in written  
16          form, note for the file the purpose of the thank you and the  
17          date the note was written.
- 18          10.    In the case of letters written to resolve issues that come  
19          before the board, place a copy of the letter in the file  
20          notebook.
- 21          11.    Serve as a member of the Fundraising Committee and any  
22          other committee appointed by the BOT chair.

## **E. Treasurer**

1. Receive from the outgoing treasurer all checkbooks, notebooks , "passwords" for access to on---line banking, QuickBooks records, Florida Department of Revenue sales tax filings and other documents attendant to the office by June 1 at the commencement of the term.
2. Sign all bank signature cards that are necessary to authorize check signing on all bank accounts listed in the treasurer's notebook by June 1. The fiscal year for the BOT commences on June 1 and ends on May 31 of each year.
3. Maintain a notebook listing all bank accounts and certificates of deposits and their locations, and any other treasurer related documents as required by standing rules.
4. Maintain an accurate accounting of all checking accounts, savings accounts, certificates of deposit, and any other accounts held by the BOT at any financial institution.
5. Remit sales tax for the BOT sales tax certificate on all rental sales to the Department of Revenue monthly. This is filed online on or just prior to the last day of the month.
6. File necessary paperwork to maintain tax exemption status with the Leon County Property Appraiser by March 1 of each year.
7. Furnish a form 1099 to all employees or general contractors of the TGC who have received compensation of more \$600 in the

1 calendar year and file with the Internal Revenue Service both a  
2 copy of the 1099 and a form 1096 by the last day of February  
3 of each year.

- 4 8. Provide all paid receipts, bank statements, deposit slips and  
5 contracts, together with a monthly summary of income, to the  
6 Certified Public Accountant employed by TGC by June 30 of  
7 each fiscal year for preparation of appropriate tax returns.
- 8 9. Review all rental contracts for accuracy and deposit all rental  
9 checks.
- 10 10. Following a rental, consult with the Building/Physical  
11 Properties Trustee to determine the amount of security  
12 deposit to be returned to the renter. Make the check payable  
13 to the individual whose name appears on the check given for  
14 the security deposit and deliver within two weeks of the  
15 event.
- 16 11. If the security deposit is not returned in full, include a letter  
17 that has been approved by the BOT chair, notifying the renter  
18 of the reason for which the deposit was retained.
- 19 12. Receive all bills incurred by the BOT and remit payment upon  
20 approval of the BOT Chair. Maintain a file of all receipts and  
21 invoices.
- 22 13. Pay the Venue Director's stipend on the first day of each  
23 month.
- 24 14. Notify the BOT chair when total rental exceeds \$20,000.00 for  
25 the purpose of compensating the Venue Director the 10%

1 bonus due pursuant to the terms of the Venue Director's  
2 contract.

3 15. Prepare monthly financial reports for the BOT and Executive  
4 Board meetings. Email a copy to BOT members prior to the  
5 BOT meeting. Following the BOT meeting, email one copy of  
6 the approved report to the TGC president for inclusion in the  
7 Executive Board information disseminated to the Executive  
8 Board members prior to the Executive Board meeting and  
9 present the report at the monthly Executive Board meetings.

10 16. Serve as chair of the BOT Budget Committee, schedule and  
11 meet with the BOT Budget Committee prior to the end of the  
12 fiscal year to prepare the Operating Budget and Capital  
13 Improvements Budget for the next fiscal year and present the  
14 proposed budget to the BOT at the last BOT meeting of the  
15 fiscal year.

16 17. Present the approved BOT budgets to the TGC Executive Board  
17 at the first meeting of Executive Board following adoption of  
18 the budget by the BOT.

19  
20 **II. Standing Committees**

21 **A Membership**

22 1. Budget – BOT Chair, BOT treasurer, TGC treasurer. The BOT  
23 treasurer shall serve as chair of this committee.

- 1                   2       Long---range Planning – All BOT members. The BOT chair shall  
2                                   serve as chair of this committee
- 3                   3.       Design – BOT chair, Building/Physical Properties trustee,  
4                                   Licensed Interior Designer. The Building/Physical Properties  
5                                   trustee shall serve as chair of this committee.
- 6                   4.       Landscape – BOT chair, Grounds/Landscape trustee, master  
7                                   gardener. The Grounds/Landscape Trustee shall serve as the  
8                                   chair of this committee.
- 9                   5.       Venue Director Search– BOT chair, Grounds/Landscape  
10                                  trustee, Building/Physical Properties trustee. The BOT chair  
11                                  shall serve as the chair of this committee.
- 12                   6.       Fund raising – BOT chair, BOT treasurer, and the BOT  
13                                  secretary. The BOT chair shall serve as the chair of this  
14                                  committee.

15  
16           **B.       Responsibilities**

- 17                   1.       Budget --- Prepare all BOT budgets showing expected expenses  
18                                  and incomes for the coming fiscal year and for long---range  
19                                  planning.
- 20                   2.       Long and Short Range Planning – List, assess, and prioritize  
21                                  future projects, repairs, maintenance and replacements
- 22                   3.       Design – Guide all additions, removals, or changes to the  
23                                  interior to be in keeping with style, history, usage and long---  
24                                  term interests of the Tallahassee Garden Center.

- 1           4.     Landscape – Guide all additions, removals, changes, upkeep  
2                     and general maintenance of landscape in keeping with style,  
3                     history, usage, and long-term best interest keeping in mind  
4                     approved Florida-friendly gardening practice
- 5           5.     Venue Director Search – Advertise for, interview, and  
6                     recommend candidate to the BOT to fill the position of Venue  
7                     Director.
- 8           6.     Fund raising – Pursue lucrative and creative fund raising  
9                     opportunities to increase income and increase public  
10                    awareness of the Tallahassee Garden Center as a rental venue.

### 11           **III. Long and Short Range Plans**

12           **A. Long range plans** --- Long-range plans are those plans that the BOT  
13                     determines will be necessary and beneficial to the continued  
14                     maintenance of the Garden Center.  
15

- 16           1.     The BOT will establish long range plans ranging from one year  
17                     to five years forward or an indeterminate culmination date.
- 18           2.     The BOT will review and readjust the expectations of  
19                     completion of long-range plans annually at the beginning of  
20                     the fiscal year.
- 21           3.     The list of Long Range Plans will be maintained by the BOT  
22                     secretary as part of the minutes of the meeting where the  
23                     plans were presented.

1           **B. Short range plans** --- Short range plans are those plans that the BOT  
2 determines are of an immediate need and should be completed  
3 within the fiscal year.

- 4           1. The BOT will establish short---range plans at the beginning of  
5 the fiscal year.
- 6           2. The BOT will review short---range plans at the end of the fiscal  
7 year and determine the need for any unmet goals.
- 8           3. The list of Short Range Plans will be maintained by the BOT  
9 secretary as part of the minutes of the meeting where the  
10 plans were presented, as well as by the trustee under whose  
11 purview the particular project falls.

12  
13 **IV. Purpose and utilization of BOT funds** --- The BOT financial structure is  
14 divided between two budgetary entities, the operating budget and the  
15 capital improvement budget.

16  
17 **A. Operating budget**

- 18           1. Income is derived from Garden Center rentals, TGC excess  
19 funds, a portion of proceeds from BOT fundraisers as  
20 designated by the BOT, and Circle and individual donations.
- 21           2. Expenses paid from the operating budget include payment  
22 of ordinary day---to---day operational and maintenance activities.

1           **B.   Capital Improvement Budget**

- 2           1.     Income is derived from a portion of TGC membership dues,  
3                     Circle donations designated for specific projects, and a portion  
4                     of the proceeds from BOT fundraisers as designated by the  
5                     BOT.  
6           2.     Expenses paid from the capital improvement budget shall  
7                     include a minimum of \$4,000 paid annually to the reserve for  
8                     replacement fund, specific donation and long-term  
9                     improvement or renovation projects.

10  
11           **C.   Accounts**

- 12           1.     Checking and Savings accounts located at a local financial  
13                     institution, the specific account number of which is located in  
14                     the BOT treasurer’s notebook, used for all deposits and  
15                     withdrawals.  
16           2.     Certificate of Deposit invested with a local financial institution  
17                     and housed in the TGC/BOT safe deposit box, the specific  
18                     account number and maturation date of which is located in the  
19                     BOT treasurer’s notebook, and held to meet the insurance  
20                     deductible clause as required by the insurance carrier.

21  
22           **V.   Garden Center maintenance**

23           **A.   Repairs, renovation, general upkeep**

- 24           1.     Any proposed work that involves the interior of the Garden  
25                     Center will be guided by the Design Committee. Unless prior

1 approval is obtained from the Tallahassee Garden Club Board  
2 of Trustees, neither decorative nor functional donations of any  
3 type may be placed in the Tallahassee Garden Center.

4 2. Any proposed work that involves the grounds of the Garden  
5 Center will be guided by the Landscape Committee. Unless  
6 prior approval is obtained from the Tallahassee Garden Club  
7 Board of Trustees, any monuments, commemorative plants,  
8 plaques, benches, bird baths, bird houses, tables, chairs, carts,  
9 storage building or other decorative or functional items may  
10 not be placed on the grounds of the Tallahassee Garden  
11 Center.

12 3. A list of preferred vendors will be maintained by the BOT chair  
13 and the appropriate trustee at large. However, the BOT is not  
14 bound by the list when a more economical vendor is found to  
15 render equivalent service for a lesser fee.

16 4. When maintenance is required, the appropriate vendor is  
17 contacted by the BOT Chair or by the appropriate trustee after  
18 having obtained approval from the BOT chair, unless a  
19 maintenance agreement is in place, in which case the trustee  
20 may contact the holder of the contract for services.

21  
22 **B. Funding**

23 1. At budget preparation time the BOT will review the status of  
24 long and short---range plans including maintenance, repairs and  
25 replacements needed.

- 1           2.     Routine maintenance and repairs are paid from the operating  
2                     fund as defined at section IV (A) 2 of the BOT standing rules.
- 3           3.     Capital projects are paid for from the Capital Improvement  
4                     Fund as defined at section IV (B) 2 of the BOT standing rules.
- 5           4.     If any maintenance, repair, or replacement is estimated to  
6                     exceed \$500, a minimum of three (3) bids will be sought. The  
7                     BOT will determine if a bid will be awarded.
- 8           5.     Reserve funds may be established in which to hold funds for  
9                     long---range capital projects and may be established as directed  
10                    by vote of the BOT.
  - 11                   a.     Reserve for replacement fund
  - 12                   b.     Certificate of Deposit to meet insurance deductible
  - 13                   c.     Storage Solution fund
  - 14                   d.     Technology improvement fund

15           **C.     Independent contractors**

- 16           1.     Venue Director
  - 17                   a.     Open the Garden Center for members upon request, or,  
18                             provide the key code.
  - 19                   b.     Keep an updated calendar of all meetings and rentals  
20                             at the Garden Center.
  - 21                   c.     Execute rental contracts, collect the appropriate fees,  
22                             and review the contracts for accuracy prior to  
23                             submitting to BOT treasurer.
  - 24                   d.     Remain present on property during the entire hours of  
25                             each rental event; perform an inspection immediately

1 following a rental event with the rental client's  
2 designated person; and report damage or infractions of  
3 the contract within 24 hours of the event to the  
4 Building/Properties trustee and BOT chair.

- 5 e. Notify the BOT chair, Building/Physical Properties  
6 trustee and Grounds/Landscape trustee upon scheduling  
7 a rental. Provide BOT treasurer with a copy of the  
8 executed contract, a copy of the check and the original  
9 check or credit card receipt.
- 10 f. Answer the telephone or review voice mails daily, return  
11 calls, give answers and channel calls appropriately.
- 12 g. Polish the silver annually; launder dishtowels, and table  
13 linens as needed.
- 14 h. Comply with the terms of the contract of employment  
15 between the Venue Director and the TGC.

16 2. Cleaning service

- 17 a. Vacuum, dust mop and wet mop the public areas of the  
18 Center.
- 19 b. Dust or Windex furniture, mirrors, windows of all doors.
- 20 c. Clean all bathrooms.
- 21 d. Replenish all restroom and kitchen supplies from the  
22 Garden Center supply closet.
- 23 e. Empty all trash receptacles and place new bags in all.
- 24 f. Wipe baseboards, chair rails, door casings, doors and  
25 mantels.

- 1 g. Return all furniture to its proper location.
- 2 h. Place “flower pot” trash receptacles in front of the
- 3 dining room fireplace for rental use and return them to
- 4 storage following rental.
- 5 i. Wipe stove, kitchen counters, and refrigerator with
- 6 disinfectant.
- 7 3. Lawn service
- 8 a. Mow and edge all areas of property.
- 9 b. Trim hedges and prune as needed.
- 10 c. Spread pine straw when requested by
- 11 Grounds/Landscape trustee.
- 12 d. Apply fire ant insecticide as needed.
- 13 4. An up to date list of preferred service providers that have been
- 14 approved by the BOT shall be kept in the BOT Chair's notebook
- 15 as well as the notebook of the applicable trustee at large.

16  
17 **D. Safety**

- 18 1. Keys and/or locks will be maintained by the BOT chair and
- 19 Building/Physical Properties trustee in keeping with limited
- 20 access for dependable security of members and Venue
- 21 Director. Any member may request access and members with
- 22 key---holder status must sign the statement of responsibility.
- 23 2. Fire alarm system shall be kept up to date and all fire
- 24 extinguishers shall be checked periodically as required by fire

1 safety codes, as scheduled by the Building/Physical Properties  
2 trustee.

## 3 4 **VI. Garden Center rules**

### 5 **A. Members**

- 6 1. Must not enter the Garden Center during rental events unless  
7 they are participants in that particular event.
- 8 2. May rent the Center and may qualify for a reduced rate  
9 pursuant to the Exceptions to Fees found at section (VI)(C)2 of  
10 the standing rules and must otherwise abide by the same rules  
11 and regulations as set forth in the rental agreement and  
12 attendant rules, unless otherwise approved by the Board of  
13 Trustees.
- 14 3. May reserve the Center for any TGC event by submitting the  
15 request to the Venue Director, specifying the date, time, and  
16 areas to be used. The member must follow the same rules as  
17 set forth for Circle use.

### 18 19 **B. Circles and TGC events**

- 20 1. For any TGC activities that take place in the Garden Center, the  
21 BOT Chair or Building/Physical Properties trustee shall serve as  
22 adviser to that activity's committee.
- 23 2. There is no rental charge for Circle or TGC events.

- 1           3.     The Circle chair or Event chair shall submit the request for the  
2                     use of the Center to the Venue Director, specifying the date,  
3                     time, and areas to be used.
- 4           4.     Contact the Venue Director, BOT chair, or the BOT  
5                     Building/Physical Properties trustee for the key code to obtain  
6                     entrance to the Garden Center.
- 7           5.     Set up and put away tables and chairs used for the meeting.  
8                     Chairs must remain indoors at all times.
- 9           6.     Clean and return all other items used to their proper place.
- 10          7.     Tablecloths located in the sideboard and dishcloths may be  
11                     used and placed in the laundry hamper for the Venue Director  
12                     to launder.
- 13          8.     Sweep all floors and place all trash in the trash bags provided.
- 14          9.     Place all bagged trash in the garbage cans in the green gazebo  
15                     on the north side of the patio.
- 16          10.    Use the kitchen only for warming and serving food
- 17          11.    Turn off all appliances used before leaving and turn heat/ac to  
18                     the pre---use temperature if it has been adjusted differently for  
19                     the event.
- 20          12.    No candle flames are allowed on mantels or tables next to  
21                     walls.
- 22          13.    Remove all food from the kitchen and refrigerator after the  
23                     event.

## 1 **C. Rental events**

### 2 1. Fees

- 3 a. All rental fees are set by the BOT and may be changed by  
4 majority vote of the BOT. An up to date fee schedule  
5 shall be maintained in the BOT Chair's notebook.
- 6 b. A refundable security deposit/damage fee is required to  
7 book a reservation for each date reserved. This  
8 deposit/fee is in addition to the rental rate charges. If  
9 the renter changes the event date(s), an additional  
10 security deposit/damage fee will be imposed. If a  
11 replacement rental is secured for the original date, the  
12 first security/damage fee will be refunded. If multiple  
13 days are rented, each day requires a separate deposit  
14 and each refund is relevant to that particular date.  
15 Refunds are based on damages and adherence to rules.
- 16 c. The total rental fee is due no later than 90 days prior to  
17 the event.
- 18 d. Late rental fees will be assessed for payments received  
19 after the 90 day deadline as set forth in the contract and  
20 are payable either in cash or by certified, cashiers or  
21 bank check.
- 22 e. Returned checks will be assessed \$50 plus bank fees.
- 23 f. Additional hours may be requested prior to the event if  
24 there are no scheduling conflicts, and those hours will

1 be scheduled at a charge of \$50 per hour payable in cash  
2 at the time the additional hours are requested.

3 g. Any additional time over the prepaid, contracted hours  
4 will be assessed \$100 for the first hour and an additional  
5 \$100 at the beginning of each hour thereafter.

6 h. Proof of insurance for a minimum of \$1,000,000 must be  
7 provided no later than 30 days prior to the event unless  
8 the event is less than 30 days from execution of the  
9 contract. In that case, the proof of insurance is due  
10 within 14 days of the event. Failure to provide this  
11 document shall result in cancellation of the event  
12 without any refund to the renter.

13 i. If the event is contracted within 90 days of the event, all  
14 fees are due at the time the contract is signed. If the  
15 event is contracted within 14 days of the event, all fees  
16 are due at the signing and must be paid with a certified,  
17 cashier's or bank check, or cash.

18 j. If canceled within six (6) months or 180 days prior to the  
19 event, the rental party will forfeit half of the security  
20 deposit; if canceled within 60 days of the event, the  
21 rental party will forfeit the security deposit and half  
22 (1/2) the total rental fee; if canceled within 30 days of  
23 the event, the rental party will forfeit all deposits and  
24 rental fees.

- 1 k. Notification of cancelation must be in writing and  
2 directed to the Venue Director. The postmark or email  
3 date shall serve as the confirmation date of notification  
4 by TGC and shall be used when applying any refunds.
- 5 l. All or part of the security deposit/damage fee will be  
6 refunded within two weeks after the event according to  
7 any exceptions as stated above, i.e. rescheduling,  
8 damage to property, extended hours, contract/rule  
9 violations.

## 10 **2. Exceptions to fees**

- 11 a. A TGC member who has been a member for at least 5  
12 years is eligible for a 10% discount on the total rental  
13 fee, including chair and linen rentals. A statement from  
14 the TGC president, TGC treasurer or TGC historian  
15 confirming the years of membership must be attached  
16 to the contract at the time of signing. The contract shall  
17 be for an event hosted by the member; all deposits and  
18 fees shall be paid by the member and shall not be “in  
19 name only”.
- 20 b. A TGC member who has been a member for at least 15  
21 years is eligible for a 25% discount on the total rental  
22 fee, including chair and linen rentals. A statement from  
23 the TGC president, TGC treasurer or TGC historian  
24 confirming the years of membership must be attached  
25 to the contract at the time of signing. The contract shall

1 be for an event hosted by the member; all deposits and  
2 fees shall be paid by the member and shall not be “in  
3 name only”.

4 c. A TGC member who has been a member for at least 25  
5 years is eligible for a 50% discount on the total rental  
6 fee, including chair and linen rentals. A statement from  
7 the TGC president, TGC treasurer or TGC historian  
8 confirming the years of membership must be attached  
9 to the contract at the time of signing. The contract shall  
10 be for an event hosted by the member; all deposits and  
11 fees shall be paid by the member and shall not be “in  
12 name only”.

13 d. A TGC member who is serving as or has served as a TGC  
14 officer or BOT trustee as defined by the TGC Bylaws, is  
15 eligible for a 75% discount on the total rental fee,  
16 including chair and linen rentals. A statement from the  
17 TGC president, TGC treasurer or TGC historian  
18 confirming the position held must be attached to the  
19 contract at the time of signing. The contract shall be for  
20 an event hosted by the member; all deposits and fees  
21 shall be paid by the member and shall not be “in name  
22 only”.

23 e. The BOT chair may alter the terms of a contract if it is  
24 financially beneficial to securing the rental.

1                   **3.    Accepting a Credit Card and Use of Credit**  
2 **Card Reader. A credit card is not accepted, unless it can be**  
3 **successfully swiped and read by the reader.**

- 4                   a.     A credit card’s account number cannot be entered manually.
- 5                   b.     A credit card number cannot be accepted by mail or by  
6                   phone.
- 7                   c.     A rental security/damage deposit, late rental fees, returned  
8                   check fees, property damage fees, additional clean up fees,  
9                   credit card refusal and charge back fees and late pick-up  
10                  fees cannot be paid with a credit card. Those costs are paid  
11                  with cash, personal check with proper identification or US  
12                  Postal money order.
- 13                  d.     A receipt shall be given for each payment.
- 14                  e.     A full or partial deposit or other overpayment is returned by  
15                  TGC – BOT check within two calendar weeks unless  
16                  otherwise agreed by BOT Chair and renter and cannot be  
17                  returned by credit card credit.
- 18                  f.     A credit card can be accepted for the cost of a basic rental  
19                  fee, alcohol fee, chair rental and linen rental, if the event is  
20                  more than thirty (30) days in advance.
- 21                  g.     The owner of the credit card must be physically present  
22                  while the card is being swiped.
- 23                  h.     To facilitate day of event last minute rental needs, prior to  
24                  thirty (30) days before the event or sooner, a renter may  
25                  choose to have an amount of their choosing pre-charged to  
26                  their credit card to cover incidentals, such as extra chairs,  
27                  linens, late pick-up fees, un-contracted rental hours used  
28                  and applicable taxes. Any funds not used are returned by  
29                  TGC –BOT check within two calendar weeks unless

1 otherwise agreed by BOT Chair and renter and cannot be  
2 returned by credit card credit. Otherwise, renter shall pay for  
3 these incidentals with cash.

4 i. A renter who pays with cash, personal check with proper  
5 identification or US Postal money order shall receive  
6 discounts as a as follows:

- 7
- 8 (1) \$1285 fee reduced to \$1250 (weekend rental-14 hours)
  - 9
  - 10 (2) \$540 fee reduced to \$525 (weekend 6 hour rental)
  - 11
  - 12 (3) \$530 fee reduced to \$515 (all day weekday rental-12 hours)
  - 13
  - 14 (4) \$310 fee reduced to \$300 (part day/evening weekday rental)
  - 15 (5) \$260 fee reduced to \$250 (LED projector rental)
  - 16 (6) \$110 fee reduced to \$100 (30 days prior late rental fee)
  - 17 (7) \$80 per hour fee reduce to \$75 (Wedding rehearsal/M-Th)
  - 18 (8) \$80 fee reduced to \$75 (60 days prior late rental fee)
  - 19 (9) \$55 fee reduced to \$50 (90 days prior late rental fee/late pick  
20 up fee/returned check fee/additional contracted hours 14  
21 days prior to event)
  - 22 (10) \$16.50 fee reduced to \$15 (rental of 24 cloth napkins)
  - 23 (11) \$11.00 fee reduced to \$10 (rental of tablecloth)
  - 24 (12) \$5.50 fee reduced to \$5 (rental of chair)
  - 25 (13) \$.75 fee reduced to \$.65 (rental of 1 additional cloth napkin)
  - 26 (14) \$.60 fee reduced to \$.50 (rental of 1 chair seat cover)

27 j. A personal check or credit card payment to cover a bounced  
28 check, late pick up fees or used un-contracted hours will not be  
29 accepted.

1                   **4. Rental regulations**

- 2                   a. The TGC Venue Director is the official contact for all
- 3                                   rental requests and is authorized to execute rental
- 4                                   contracts.
- 5                   b. The renter must be at least 21 years of age.
- 6                   c. Arrangements for advanced preparation of the Garden
- 7                                   Center by the hostess, decorator, or caterer, etc., must
- 8                                   be made with the Venue Director.
- 9                   d. Rental time includes set up, event and clean up.
- 10                                  Limitations, restrictions, or cancellations may be
- 11                                  imposed at Venue Director’s discretion to protect the
- 12                                  Garden Center, grounds, or individuals.
- 13                   e. House furniture and property (except Chiavari chairs and
- 14                                  collapsible tables) may not be moved, but additional
- 15                                  tables and chairs may be set up.
- 16                   f. Chiavari chairs must remain indoors at all times.
- 17                   g. All Garden Center tables and/or chairs used must be
- 18                                  stacked neatly on the rolling racks and returned to the
- 19                                  ballroom’s closet after use.
- 20                   h. All Garden Center equipment used, except tablecloths
- 21                                  and napkins, must be cleaned and put away in the
- 22                                  proper places immediately after the event.
- 23                   i. Tablecloths and napkins should be shaken out in the
- 24                                  ballroom, collected and placed in the laundry hamper in
- 25                                  front of the Venue Director’s door for laundering.

- 1 j. Moving any furniture or furnishings, except dining room  
2 chairs, will result in the loss of security deposit.
- 3 k. Materials and furniture provided by rental companies  
4 must be removed from the building at the end of the  
5 event unless a later removal is pre---arranged with the  
6 Venue Director. All materials and supplies provided by  
7 caterers and florists must be removed on the day of the  
8 event. A charge of \$150 a day will be deducted from  
9 the security/damage fee for each day items remain at  
10 the Garden Center.
- 11 l. Protective pads are provided and must be used on the  
12 dining room table. Saucers, plates and/or napkins must  
13 be used when serving food.
- 14 m. The Garden Center kitchen is not licensed by the Florida  
15 Health Department for catering. The microwave and  
16 stove are to be used for warming only. Frying, grilling  
17 and/or cooking are allowed only in the rear parking area.
- 18 n. Rules for the prevention of fire will be strictly enforced.
- 19 o. Lighted candles are strictly prohibited on all mantels and  
20 tables against the walls.
- 21 p. Smoking is prohibited indoors.
- 22 q. No fires are permitted in the fireplaces.
- 23 r. Fire extinguishers are located in the kitchen, on the  
24 stage and at the top of the stairs.

- 1 s. Cigarette butts outdoors must be properly disposed of in  
2 containers provided.
- 3 t. If alcoholic beverages are served, a bartender must be  
4 provided by the renter; the bartender must assure that  
5 minors are not served alcoholic beverages (by ID checks,  
6 if necessary); consumption levels are not excessive;  
7 alcohol consumption is limited to the property.
- 8 u. Bars and other drink dispensers (fountains, punch bowls,  
9 etc.) may not be set up in the parlor.
- 10 v. Floors must be protected from melting ice and spills.
- 11 w. No nails, staples, pushpins, tape, florist clay or any type  
12 of adhesives/tape, including painters' tape, are to be  
13 used on woodwork, walls (interior or exterior), ceiling,  
14 mantels or any part of the Garden Center.
- 15 x. No rice, birdseed, artificial flower petals or sparklers  
16 (fireworks) are allowed.
- 17 y. Outside litter caused by the event is to be collected and  
18 placed in trash receptacles. If trash is left on the  
19 grounds, a labor charge for clean up will be assessed  
20 and deducted from the deposit/security fee.
- 21 z. The rental party is responsible for placing all trash and  
22 garbage in the outside garbage cans located in the green  
23 arbor beside the patio. Large plastic trash bags are  
24 provided for this purpose.

- 1                   aa.    All children attending the event must be closely
- 2                                supervised at all times. No pets are allowed at any time.
- 3                   bb.    All events must conclude early enough that clean up can
- 4                                be completed by 11:30 pm unless otherwise contracted.
- 5                   cc.    The renter or his/her representative designated in the
- 6                                contract must remain at the Garden Center until all
- 7                                guests have departed. At that time, the renter or the
- 8                                designate will perform a final walk through with the
- 9                                Venue Director and sign out with the Venue Director.
- 10                              Failure to complete these final steps may cause
- 11                              forfeiture of the security deposit.

12

13   **VII.   Email voting – The BOT will follow FFGC guidelines for use of**

14   **email voting.**

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Adopted by BOT 8/12/13

Published to TGC Executive Board 9/09/13

Amended April 8, 2015

Amended Appendix A November 8, 2017

Revised October 2023-increase in dues