



## Donor Advised Fund Agreement

THIS FUND AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2014 between **CENTRAL CAROLINA COMMUNITY FOUNDATION**, a South Carolina not-for-profit corporation ("Foundation"), and \_\_\_\_\_  ("Donor"), to establish a Donor Advised Fund of the Foundation.

### 1. Creation of the Fund.

(a) The Donor hereby transfers irrevocably to the Foundation the property described in the attached Exhibit A to establish in the Foundation the \_\_\_\_\_ (the "Fund").  Subject to the right of the Foundation to reject any particular gift, the Foundation may receive additional irrevocable gifts of property acceptable to the Foundation from time to time from Donor and from any other source to be added to the Fund. All contributions to the Fund shall be administered pursuant to the terms and conditions of this Agreement and shall be held by the Foundation. All transfers and contributions to the Fund shall be irrevocable once accepted by the Foundation.

### 2. Purpose of Fund.

(a) The purpose of the Fund is to provide support to organizations that are described in Sections 501(c)(3) and 509(a)(1) or (2) of the Internal Revenue Code of 1986, as amended, (the "Code"), and that engage in charitable activities that are consistent with the charitable purposes of Central Carolina Community Foundation.

### 3. Distributions from the Fund.

(a) From time to time, the Donor, or any other Fund or Successor Advisor ("Qualified Advisor"), may recommend distributions of income and/or principal be made from the Fund to organizations described in 2(a). Such distribution requests must be submitted using one of the Foundation's approved Grant Recommendation Forms. All recommendations from Donor or Qualified Advisor(s) shall be solely advisory and the Foundation may accept or reject them.

(b) It is understood that any recommendation regarding distributions or awards for charitable purposes by the Donor or any other Qualified Advisor will be given careful and thoughtful consideration by the Foundation's Board of Trustees (the "Board"). Such recommendations must be consistent with the Foundation's broadly stated purposes, as defined in the Foundation's By-Laws and Articles of Incorporation, as amended from time to time (the "Governing Instruments").

(c) It is understood that no distributions will be used to discharge or satisfy a legally enforceable pledge or obligation, or pay for goods or services of value, for any person, Donor, or Qualified Advisor.

(d) In the event that the Donor or any other Qualified Advisor fails to advise the Foundation on the distribution of the Fund for three consecutive years, the Foundation may deem that Donor has no interest in advising with respect to the Fund, and may terminate such rights after written notice to the last known address of Donor and the last designated Qualified Advisor.

(e) The term of the Fund hereby created will commence on the date of this agreement and end on the earlier to occur of (i) all assets of the Fund being distributed or (ii) written notice by Donor. Upon the death of Donor, expiration of the advice term set forth above, or in the event that advice rights are terminated under paragraph 3(d), the Donor may provide a recommendation for the disposition of Fund in Schedule C.

(f) When the Fund is specifically designed to be a permanent, or endowed, Fund, the Foundation shall make distributions from the Fund in accordance with a Spending Policy adopted by the Board for component funds of the Foundation. The Spending Policy is designed to allow the funds to be invested on a "total return" basis to maintain and, if possible, increase the real value of the funds, while at the same time providing a relatively steady and predictable level of funding for grantees. The Board reviews the Spending Policy annually and approves the Spending Rate for the following fiscal year.

*If it is the intention of the Donor for this Fund to be permanent, or endowed, in nature, it is so indicated here by way of the Donor's signature \_\_\_\_\_; otherwise, it is understood that the Donor and any other Qualified Advisor may request distributions as defined in 3(a).*

#### **4. Administration.**

(a) The Foundation shall administer the Fund in accordance with the terms of this Agreement, under and subject to the Foundation's Governing Instruments, and in accordance with procedures for the administration of similar funds of the Foundation, including charges for Foundation services.

(b) The Fund, and distributions from the Fund, shall be subject to the ultimate control and absolute discretion of the Foundation.

(c) Neither the Donor nor any other contributor may impose any material restriction or condition that prevents the Foundation from freely and effectively employing the assets and income of the Fund in the furtherance of the Foundation's charitable purposes. Consistent with the foregoing, the Board shall have the authority to modify any restriction or condition on distributions from the Fund, if in the sole judgment of the Board the restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable or other exempt purposes served by the Foundation.

(d) Any recipient of benefits from the Fund shall be advised that such benefits are from the Fund, unless anonymity is specifically requested.

(e) Assets of the Foundation may be commingled for purposes of investment with other assets of the Foundation.

(f) Nothing in this Agreement shall affect the status of the Foundation as a charitable organization described in section 501(c)(3) of the Code and as an organization that is not a private foundation within the meaning of Section 509(a) of the Code. This Agreement shall be interpreted to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto.


(g) Charges shall be assessed against the Fund consistent with the charges assessed from time to time against similar funds of the Foundation.

#### **5. Agreement Irrevocable; Limited Power of Amendment.**


This Agreement is irrevocable. For the sole purpose of ensuring that the Fund qualifies as a component part of the Foundation for federal tax purposes, however, the Foundation, acting alone, shall have the power to modify the terms of this Agreement to the extent necessary to ensure such qualifications.


#### **6. Controlling Law.**

This Agreement shall be subject to, and interpreted by and in accordance with, the laws (excluding conflict of law provisions) of the State of South Carolina.

IN WITNESS WHEREOF, the Foundation and the Donor have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ .

#### **DONOR**

By: \_\_\_\_\_   
Donor

Attest: \_\_\_\_\_   
(Printed Name)

\_\_\_\_\_  
Donor

#### **CENTRAL CAROLINA COMMUNITY FOUNDATION**

By: \_\_\_\_\_  
JoAnn M. Turnquist, President & CEO


Attest: \_\_\_\_\_  
(Printed Name)

**SCHEDULE A**

**ORIGINAL GIFT**

**THE FUND**

*\*\*It is the policy of the Community Foundation to immediately liquidate any donated non-cash asset.\*\**

*If it is the intention of the Donor for this Fund to be invested, it is so indicated here by way of the Donor's signature*  
\_\_\_\_\_  *otherwise, it is understood that funds will be*  
*placed in cash equivalents with no interest accrued to the fund.*


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

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

**SCHEDULE B**  
**FUND ADVISORS**  
**THE FUND**

*A Fund Advisor is a person authorized to recommend distributions from the above-named Fund (example: donor, spouse, children, trusted advisors), according to conditions set forth in Section 3 of the Fund Agreement, during the life of the Donor.*

*Advisory authority for the below listed individuals ceases at the death, or inability to act, of the Donor(s) and passes to the Successor Advisors, if named, as listed in Schedule C. Donor retains the right to revoke these designations and may designate a different Advisor(s) in writing at any time.*


|         |   |        |       |
|---------|---|--------|-------|
| Name    |  | Phone  | _____ |
| Address | _____   | Fax    | _____ |
|         | _____   | E-Mail | _____ |
|         | _____   |        |       |

|         |       |        |       |
|---------|-------|--------|-------|
| Name    | _____ | Phone  | _____ |
| Address | _____ | Fax    | _____ |
|         | _____ | E-Mail | _____ |
|         | _____ |        |       |

|         |       |        |       |
|---------|-------|--------|-------|
| Name    | _____ | Phone  | _____ |
| Address | _____ | Fax    | _____ |
|         | _____ | E-Mail | _____ |
|         | _____ |        |       |

|         |       |        |       |
|---------|-------|--------|-------|
| Name    | _____ | Phone  | _____ |
| Address | _____ | Fax    | _____ |
|         | _____ | E-Mail | _____ |
|         | _____ |        |       |

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| Name    | _____ | Phone  | _____ |
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|         | _____ | E-Mail | _____ |
|         | _____ |        |       |

|       |   |       |
|-------|---|-------|
| _____ |  | _____ |
| Donor |   | Date  |

|       |       |
|-------|-------|
| _____ | _____ |
| Donor | Date  |



**SCHEDULE C**  
**DISPOSITION OF FUND ASSETS**  
**THE FUND**

Please indicate appropriate options for the disposition of the Fund following the death, or inability to act, of the Donor.  
The Donor may amend Schedule C, in writing, at any time 

**Successor Advisors**

The Donor names one or more Successor Advisors to the Fund, who may be a spouse, partner, child, or other heir. Please provide the name, contact information, and relationship to the Donor for each Successor Advisor. Successor Advisors serve the Fund in the same capacity as the original Donor: recommending distributions from both principal and income, unless otherwise indicated in Section 3 of the Fund Agreement. If no Successor Advisors, write "none."

|                    |                    |
|--------------------|--------------------|
| Name _____         | Name _____         |
| Address _____      | Address _____      |
| Phone _____        | Phone _____        |
| Cell _____         | Fax _____          |
| E-Mail _____       | E-Mail _____       |
| Relationship _____ | Relationship _____ |

**Disposition**

When no Successor Advisor is named, or after the death or inability to act of the last Successor Advisor, it is recommended that any remaining Fund assets shall be disposed of as follows: *(select one)*

- ☐ **Commonwealth Funds:** Undistributed assets\* should become a permanent Fund with income available to meet the future charitable needs of the area served by Central Carolina Community Foundation.
- ☐ **Field-of-Interest-Fund:** Undistributed assets\* should become a permanent named Fund with income available for distributions for *(state purpose, e.g., elder care, support for needy children, the environment, or charitable purposes similar to those recommended during Donor's lifetime).*

\_\_\_\_\_

\_\_\_\_\_

- ☐ **Designated Fund:** Undistributed assets\* should become a permanent fund with income designated to the following nonprofit organization(s):

\_\_\_\_\_

\_\_\_\_\_

Donor \_\_\_\_\_



Date \_\_\_\_\_


Donor \_\_\_\_\_

Date \_\_\_\_\_

*\*Funds with asset balances of less than \$10,000 will become part of the Foundation's Operating Endowment.*

**SCHEDULE D**  
**PUBLICITY PREFERENCES**

**THE FUND**

1. Periodically, the Foundation publishes newsletters and various materials for public distribution. If you do NOT want the name of the Fund published, please check the following box: ☐ 

2. When a distribution is processed and mailed to a charitable organization, the Foundation includes the name of the Fund and Central Carolina Community Foundation on the cover letter and actual check. If you do NOT want the name of the Fund printed on either the cover letter or the check (thereby maintaining *complete* anonymity), please check the following box: ☐

*(note: the Donor may choose to have specific distributions mailed to charities anonymously by stating so on the Grant Recommendation Form.  
The above question refers to maintaining complete anonymity at all times)*



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Donor

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Date

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Donor

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Date