

The Hill Country Community Foundation

AGREEMENT TO ESTABLISH A DONOR ADVISED FUND

This agreement is made to create a Donor Advised Fund (The Fund) between The Hill Country Community Foundation (“HCCF”) and

(Donor Name: *please print*)

With this agreement, the Donor is delivering to HCCF funds in the amount of \$_____. The funds (or property described by separate attachments) constitutes an irrevocable gift to HCCF upon acceptance by HCCF of the gift and on the following terms and conditions:

(1) NAME OF FUND: An endowment fund shall be established by HCCF to be known and separately accounted for as:

Any recipient of benefits from this Fund shall be advised that such benefits are from this Fund unless the Donor, in writing, requests that grant(s) not be identified from the Fund.

(2) INITIAL CONTRIBUTION: The Donor has delivered to HCCF Funds in the amount of \$_____ or property described in any attached exhibit. The Fund shall include this initial gift, such property as may from time to time be transferred to and accepted by HCCF for inclusion in the Fund, and all undistributed income from such property.

(3) PURPOSES (please describe):

(Note: Donor may designate a particular purpose, such as “scholarships”, “arts” or “low-income children”, or specify that the fund is for “general charitable purposes as recommended by the donor over time.”) Overall, the purpose of the Fund will be to further or carry out the educational and charitable uses and purposes of HCCF, as more specifically set forth in its articles of incorporation and bylaws, as amended from time to time.

(4) DISTRIBUTIONS: Distributions from the Fund of the net income or principal or both, shall be made at such times, in such amounts, in such ways and for such purposes as HCCF shall determine with advice from the Donor or its designee. Any distributions for scholarships will be made directly to the educational institution in which the recipient is

enrolled. HCCF will not distribute scholarship funds directly to a recipient which is not an educational institution or charitable organization. Scholarships which are awarded but not claimed by a recipient shall remain as part of the Donor's endowment.

(5) GRANT RECOMMENDATIONS: The Donor may submit recommendations to HCCF with respect to grant distributions. Recommendations with respect to distributions made by the Donor or its designee are solely advisory and HCCF is not bound by any such recommendations. The Donor may recommend to HCCF the revocation of any designation made by the Donor. Any and all such designations or revocations made by the Donor shall be made in writing and become effective when received by HCCF. Grant recommendations received from the Donor or its designee shall be for awards of \$500.00 or more. Recommendations for grant distributions shall be forwarded in writing to the Foundation.

(6) ADMINISTRATION OF THE FUND: The Fund shall be administered under the procedures for operation of donor advised funds adopted by HCCF, including any amendments. Though the Endowment will be identified as a separate fund in HCCF records, the Endowment funds may be comingled with other endowment funds in investment accounts managed by HCCF. It is understood that the Fund will be charged annually by HCCF for a proper allocation of the administrative expenses attributable to its creation and maintenance. In cases where the Donor recommends extraordinary activities, additional charges may be assessed based on the concurrence of both HCCF and the Donor.

(7) INVESTMENT OF FUND ASSETS: HCCF will administer and invest the endowment funds in accordance with its investment policies. HCCF makes no warranties or guarantees as to any particular investment rate of return on the endowment funds or that the invested funds will maintain any particular value. Donor acknowledges that any investment has risk and that the endowment funds as invested by HCCF may lose value.

(8) MINIMUM FUND BALANCE: The current policy of HCCF for new endowment funds requires a minimum contribution and maintained balance of \$10,000.00. Unless otherwise instructed in writing by Donor (e.g. specified percentage or dollar amount), distributions for grants or awards will be limited to income generated by the endowment funds and only if the fund has a balance in excess of \$10,000.00. Unless otherwise specified by Donor, capital gains of invested funds may be considered by HCCF as distributable income.

(9) THE FUND AS COMPONENT OF THE FOUNDATION: It is intended that the Fund be a component part of HCCF and not a separate trust, and that nothing in this Agreement shall affect the status of HCCF as an organization described in Section 501(c)(3) of the Internal Revenue Code, and as it may be amended, and as an organization which 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. HCCF is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the purposes of this Fund.

(10) GOVERNING LAW AND POLICIES: This Endowment is executed in and shall be governed by the laws of the State of Texas. This agreement is construed to be in accordance with HCCF policies generally applicable to its endowments, as amended from time to time. The effective date of this agreement shall be the date it is fully executed.

(11) MODIFICATION: If the Endowment's purpose ever becomes impractical or any provision of this agreement is found to conflict with or violate any federal or state law or regulation, and the Donor is not available for reconsideration, the HCCF Board of Directors shall have authority to make changes to provide a modified or otherwise appropriate alternative use which comes closest to the Donor's original intent.

PRIMARY CONTACT INFORMATION

Please provide this information for the Donor or its designee who will be the primary contact person. It is the Donor's responsibility to notify HCCF of any changes in contact information.

Name

Mailing Address (Street, City, State, Zip) *Check one:* Home Work

Work phone Cell phone E-Mail address

IN WITNESS WHEREOF Donor has caused this Agreement to be executed effective as of the _____ day, of _____, 20____.

BY: DONOR SIGNATURE(S)

Name: _____ Signature: _____

Name: _____ Signature: _____

This Agreement and Contribution is accepted by HCCF

BY: _____
Printed Name: _____
Title: _____