

Fund Agreement for Donor Advised Funds

Marietta Community Foundation, Inc.

Agreement Establishing the

Fund Name

This agreement is made of this this (**Day**) of (**Month**), 2019, by and between (“Donors”) and The Marietta Community Foundation (“Foundation”) to evidence the absolute transfer by the Donors of the property to the Foundation for its public charitable purposes. The purpose of this transfer is to establish a spendable donor advised fund to be administered in accordance with the provisions set forth below.

- 1. Name of Fund.** The name of the Donor Advised Fund established with the property transferred is the (“Fund”).
- 2. Contributions.** The Donors hereby irrevocably give, assign, and transfer to the Foundation the property described in EXHIBIT A attached hereto and made a part hereof. Said transfer is to create a permanent endowment with opportunity for the Donors and/or other supporters to make further contributions to the established Fund at any time. The Foundation hereby accepts the property transferred and affirms that it will hold, in perpetuity, such and any additional property transferred to the Fund.
- 3. Investment Advisor.** The Fund shall be a component fund of the Marietta Community Foundation, Inc., subject to the Articles of Incorporation and Code of Regulations (“Articles and Regulations”) creating the Marietta Community Foundation, Inc., as now or hereafter amended. The Marietta Community Foundation, Inc., shall have the right to designate and change investment advisors at any time. The Marietta Community Foundation, Inc., shall provide to the Donors, an accounting of fund activity on at least an annual basis.
- 4. Purposes.** Under any and all circumstances, the principal and income of the Fund must be devoted exclusively to public charitable uses or purposes as defined in the Articles and Regulations.
- 5. Distributions.** During their lifetimes, Donors reserve the privilege of making written recommendations concerning distributions from the income and/or principal of the Fund. The Foundation Board will give careful and thoughtful attention to all such advice and recommendations. However, in accord with provision of the Internal Revenue Code that governs community foundations, such advice and recommendations will be solely advisory and not binding upon the Foundation. All grants made by the Foundation from this Fund will acknowledge this Fund as their source.

In accordance with its “power of variance,” the Foundation Board of Directors bears responsibility for redirecting distributions from this Fund if the Donors’ stated intent

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becomes unnecessary, impractical, incapable of fulfillment, or inconsistent with the charitable needs of the local community. In all such cases, The Foundation Board of Directors will seek an alternative use consistent with the Donors' charitable goals.

OPTIONAL (Should Donors de cease, any principal and accrued earnings or income shall be distributed as follows:

Any remaining funds shall become a part of the unrestricted funds of the Marietta Community Foundation. The name of this fund shall carry forward in honor of Donor's name OR Donor's family members.)

6. ***Not a Separate Trust.*** The assets of the Fund will be the assets of the Marietta Community Foundation, Inc., and not a separate trust. The Fund shall be organized and administered so that the Federal Income Tax status of the Marietta Community Foundation, Inc., as a public charitable organization under Section 501(c)(3) of the Internal Revenue Code, as amended, will not be adversely affected.
7. ***Administrative Contributions.*** The Marietta Community Foundation, Inc., shall be entitled to assess reasonable administrative contributions against the Fund for investment, custody, and administrative services in accordance with its schedule of administrative contributions, as amended from time to time. At the present time no administrative fees are assessed. This policy has been in effect since the inception of the Foundation thanks in large measure to the generosity of our unrestricted donors and ongoing receipt of unrestricted funds.

OPTIONAL (The Board of the Foundation gratefully acknowledges the donor's decision to allocate 5% of the initial gift to the Friends of the Foundation endowment fund that is used to support and sustain the work of the Foundation.)

8. ***Irrevocable Gift.*** The Donors understand and declare that this Agreement and the donations it represents are absolute and irrevocable and that, after the execution of this instrument, the Donors shall have no right, title, interest, or incidents of ownership in the property described in EXHIBIT A or any additional property transferred to this Fund. Further, the Donors shall have no unilateral right to alter, amend or terminate this agreement.
9. ***Options When a Fund Becomes Inactive.*** Should fund/grant activity stop for a three year period, during such period of inactivity, the Foundation will take steps to activate the fund. These steps may include such activities as:
 - Notifying the fund advisor regularly and periodically (at least annually over such three year period) to encourage the fund advisor to activate the fund.
 - Distributing grants from the fund to qualified grant recipients that align with the donor intent. If the Foundation determines such intent is obsolete, incapable of being fulfilled, impractical, or inconsistent with the donor's intent or the community's charitable needs, then the Foundation shall exercise its variance power to enable the Foundation to continue to use the funds held in the donor advised fund to address as

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closely as possible the charitable purpose(s) of the fund and to meet the needs of the community.

If the donor advised fund is inactive for a period of three years and attempts to activate the fund have been unsuccessful and no grants have been made as provided above for three or more years, then the Board of Directors of the Marietta Community Foundation may transition the fund to an unrestricted fund, while still recognizing the donors by keeping the original name of the fund.

10. Fund Minimums. The Foundation requires a minimum amount of \$2,500 to open a separate component fund. Donors agree to maintain the minimum of \$2,500 throughout the lifetime of the fund.

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IN WITNESS WHEREOF this instrument has been executed by the Donors and on behalf of the Foundation on the day and year first written above.

Donor Signature

Date

Donor Signature

Date

MARIETTA COMMUNITY FOUNDATION, INC.

By: _____
Dr. Bret Frye, Board Chair

By: _____
Heather Allender, President & CEO

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EXHIBIT A

Property contributed by:

(DONOR NAME(s))

to the :

(FUND NAME)

of The Marietta Community Foundation

Pursuant to Establishment of Fund Agreement
Executed the **(DAY)** of **(MONTH)**, 2019.

Property Description:

(Amount of property donated)
(Description of property donated)
(Date property received)

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