

## Fund Agreement for Donor Advised Funds

### Marietta Community Foundation, Inc.

Agreement Establishing the

#### *Name of Fund*

This agreement is made and executed this \_\_\_ of \_\_\_\_\_, 2023, by and between **Donors** (“Donors”) and 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 Fund established with the property transferred hereunder shall be known as the **Fund** (“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. Control over the investment or reinvestment of such property and the asset management of the Fund will be exercised exclusively by the Marietta Community Foundation, Inc. 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. Such recommendations must be made in accordance with the Foundation’s Donor Advised Fund Guidelines. 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.

Donor Initials \_\_\_\_\_

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 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.

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. This Agreement will be interpreted in a manner consistent with the Federal Income Tax provisions and regulations that govern the operation of the Foundation, and it may be amended from time to time by the Foundation’s Board to conform to such provisions and regulations.
7. ***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.
8. ***Inactive Funds Policy.*** 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 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.

9. ***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.

Donor Initials \_\_\_\_\_



**EXHIBIT B:  
ADMINISTRATIVE CONTRIBUTIONS**

While Marietta Community Foundation, Inc. is entitled to assess reasonable administrative contributions against the Fund for investment, custody, and administrative services, **at the present time, no administrative fees are assessed.**

Donors have the option of donating to the Friends of the Foundation Fund.

The Friends of the Foundation Fund is directed solely toward the administrative costs of operating the Foundation. In using a separate fund for overhead costs, the Foundation ensures that more unrestricted funds can be used to award grants that address local community needs.

**The Board of the Foundation gratefully acknowledges the decision of**

\_\_\_\_\_, **the donor, to allocate a lump sum contribution on an**  
*Donor name*

**annual basis in addition to a percentage of annual income earned to the Friends of**  
**the Foundation Fund from the** \_\_\_\_\_ **fund.**  
*Fund name*

**\$250.00 lump sum amount   plus    5 percent of income earned**

**10 percent of income earned**

**20 percent of income earned**

**\$250 lump sum only**

The vitality of the Friends of the Foundation Fund is highly important to the long-term success of the Foundation. Every donor is appreciated and makes a difference. To express our distinct gratitude for those who have chosen to invest sizeable funds in the Foundation's operations, we publically recognize ~~donors~~ *friends* whose lifetime contributions to the fund amass to \$1,000 or greater.

Please print your name below as you wish for it to appear. If you wish to remain anonymous, please indicate as such.

\_\_\_\_\_  
*Name to be listed*

I wish to remain anonymous.

Donor Initials \_\_\_\_\_

**EXHIBIT C:  
INVESTMENT & SPENDING**

**INVESTMENT ALLOCATION:**

\_\_\_\_\_ *Growth & Income Strategy*

<u>Asset Class</u>	<u>Min.</u>	<u>Max.</u>
Equities	30.0%	45.0%
US Equities	75.0%	100.0%
International Equities	0.0%	25.0%
Alternative	0.0%	10.0%
Fixed Income	50.0%	78.0%
Cash	0.0%	2.0%

\_\_\_\_\_ *Growth Strategy*

<u>Asset Class</u>	<u>Min.</u>	<u>Max.</u>
Equities	55.0%	75.0%
US Equities	75.0%	100.0%
International Equities	0.0%	25.0%
Alternative	0.0%	5.0%
Fixed Income	20.0%	43.0%
Cash	0.0%	2.0%

\_\_\_\_\_ *Cash Strategy*

**SPENDING:**

\_\_\_\_\_ All spendable

\_\_\_\_\_ Income Earned

\_\_\_\_\_ Spending Policy (Currently 5% of 3 year average of total net assets)

Contact MCF at [heather@mcfohio.org](mailto:heather@mcfohio.org) or 740.373.3286 if you have questions or need additional information regarding investment options, allocation or historical performance.

Donor Initials \_\_\_\_\_

**EXHIBIT D:  
SUCCESSION & LEGACY PLANNING**

**SUCCESSION**

Option 1: \_\_\_\_\_

Should Donors decease, any principal and accrued earnings or income shall become a part of the unrestricted funds of the Marietta Community Foundation. The name of this fund shall carry forward in honor of the Donors.

Option 2: \_\_\_\_\_

In the event of the death or incapacity of the initial advisors, \_\_\_\_\_ shall become a successor advisor(s) to the Fund during the period of such incapacity or, in the event of death, during the lifetime of the successor advisor(s), with authority to recommend distributions from the Fund. If more than one successor advisor is named, \_\_\_\_\_ shall be the contact for the foundation and the one from whom recommendations will come.

Successor Advisor Contact Information:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**LEGACY**

If you have named the Fund (or Foundation) as a beneficiary to a retirement account, life insurance policy, or as part of your estate, you are invited to join the 1788 Legacy Society.

The mission of the 1788 Legacy Society is to endow the future of Washington County by preserving its unique culture, history, and tradition.

Please list your name below as you would like it to be listed. If you wish to remain 'anonymous', please indicate as such.

\_\_\_\_\_

Donor Initials \_\_\_\_\_

**EXHIBIT E:  
AUTHORIZATION**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donor

\_\_\_\_\_  
Date

MARIETTA COMMUNITY FOUNDATION, INC.

By: \_\_\_\_\_  
Roland Riggs, Board Chair

By: \_\_\_\_\_  
Heather Allender, President & CEO

Donor Initials \_\_\_\_\_