

# CASH MANAGEMENT AGREEMENT

This Cash Management Agreement (“Agreement”) is between \_\_\_\_\_, a charitable organization (“Client”), and the Southern Baptists of Texas Foundation (“SBTF”), a Texas not-for-profit religious and charitable corporation, with principle place of business located at 4025 Woodland Park Boulevard, Suite 380, Arlington, TX 76013. This Agreement shall govern all cash management accounts of the Client maintained by the SBTF.

## Recitals and Reasons for Cash Management Agreement

WHEREAS:

1. The SBTF was established and incorporated under Texas law on September 9, 2005, and is organized and operated as a tax-exempt, charitable and religious organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).
2. The SBTF, being affiliated with the Southern Baptist denomination, offers cash management services only to Southern Baptist churches and associations in Texas and to other charitable organizations with like beliefs and commitments, all of whom must be organized and operated as tax-exempt organizations pursuant to Section 501(c)(3) of the Code (collectively, “Clients”).
3. Client is a Southern Baptist church or association in Texas or is otherwise organized and operated as tax-exempt, charitable organizations pursuant to Section 501(c)(3) of the Code, and Client desires to place money with the SBTF for cash management according to this Agreement.
4. The SBTF agrees to provide the Client with the opportunity to place money with the SBTF for cash management according to this Agreement.

## Agreement

THEREFORE, in consideration of the mutual promises set forth herein, the SBTF and Client agree as follows:

1. **Deposit Selection:** The Client shall make its term selection(s) on the included Deposit Selection Form and submit it to the SBTF. The Deposit Selection Form allows the Client to allocate its money between the Daily Certificate and various Church Expansion Certificate (“Certificate”) deposits. Apart from written instructions from the Client to the SBTF, deposits will be allocated to the Daily Certificate.
2. **Additions to Cash Management:** Funds may be deposited via electronic deposit initiated by the SBTF from the Client’s bank account. The Client authorizes the SBTF to execute transactions via ACH to deposit funds from the Client’s bank account or transfer requested withdrawal requests to the Client’s bank account. A voided check must be on file for this service.
3. **Risks:** The Client understands that deposits in the SBTF Daily and Term Certificates are not FDIC insured. The SBTF utilizes money on deposit in these two asset categories to fund loans to Southern Baptist Churches and institutions. This loan portfolio is secured by first-lien positions in the underlying church properties and governed by conservative underwriting guidelines approved by the SBTF Board. The SBTF also maintains a revolving line of credit, held at a commercial bank, to manage the liquidity needs of Clients.



4. **Renewals:** Upon maturity, Regular Term Certificates automatically renew for the same term as the original Certificate unless the Client provides written notice stating otherwise before the Certificate matures. Promotional Term Certificates will automatically renew for a three-month term unless the Client provides written notice before the Certificate's maturity. The Foundation will notify the Client via email of maturing certificates at least 14 days before maturity.
5. **Penalties for Early Withdrawals:** For a term investment that is 12 months or less, the Foundation will charge a penalty equal to ninety (90) days of interest. For a term investment that is longer than 12 months, the Foundation will charge a penalty equal to one hundred and eighty (180) days of interest. Penalties are limited to accrued interest and will not invade the principal.
6. **Ownership of Assets:** The Client shall be the owner of the SBTF Daily and Term Certificate(s).
7. **Fees:** There are no fees associated with the SBTF Daily and Term Certificates.
8. **Termination:** This Agreement may be terminated by either party by giving written notice to the other and shall terminate at the end of the month following thirty (30) days of receipt of such notice by the other party.
9. **Assignment:** This Agreement is personal to both parties. No assignment of rights shall be permitted.
10. **Representations by Client:** The Client makes the following representations and covenants, both at the signing of this Agreement and at all times during its term:
  - 10.1 **Deposits Authorized by Client:** This Agreement has been duly authorized by the appropriate action of the Client and is binding upon it.
  - 10.2 **Deposits Owned by Client:** All money provided to the SBTF under this Agreement is owned solely by the Client. The income from deposits shall only benefit the Client.
  - 10.3 **Authorized Representatives of the Client:** The SBTF shall rely upon written instructions signed by any Client representative listed on the Account Information Form.
11. **Entire Agreement:** This Agreement and any related forms and/or policies referred to herein (all of which are hereby incorporated herein by reference) constitute the parties' entire agreement with respect to the subject matter hereof and supersede all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof. This Agreement may not be amended or altered except by a modification signed by the parties hereto. Any provisions of this Agreement which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this Agreement.
12. **Dispute Resolution:** Any controversy, claim, or dispute arising from or related to this Agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation, a division of Peacemaker Ministries (hereinafter referred to as the "Rules"). The complete text of the Rules may currently be obtained by accessing [www.peacemaker.training](http://www.peacemaker.training). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy, claim, or dispute arising out of this Agreement and they expressly waive their rights to file a lawsuit in any civil court against one another for such controversies, claims or disputes, except to enforce an arbitration decision. The prevailing party in any litigation, lawsuit or other legal proceeding or dispute resolution tribunal between the parties hereto to enforce the agreements and promises set forth in this Agreement shall be entitled to recover, as a part of its judgment or award, reasonable attorney's fees incurred in such proceeding. As used herein, the phrase "prevailing party" shall mean the party who, in the reasonable discretion of the finder of fact, most substantially prevails in its claims or defenses in the civil action. Concurrent disputes under this Agreement shall be consolidated into a single mediation if at all possible unless the parties otherwise agree in writing.



13. **Governing Law and Venue:** This Agreement and all matters or issues collateral thereto shall be governed by and construed in accordance with the laws of the United States and the State of Texas with regard to contracts entered into and to be performed within said State, without regard to the choice of laws provisions of any jurisdiction. Venue for any dispute resolution proceedings shall be held exclusively in Tarrant County, Texas, unless otherwise agreed by the parties in writing.
14. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same instrument.
15. **Electronic Statements:** Electronic statements (E-Statements) regarding this Agreement's cash management account(s) will be accessible online. Notifications sent via email will be delivered letting the Client know when month end E-Statements are available.
16. **Communication:** All correspondence to the SBTF may be delivered in person, by fax, by email, or by mail to:

Address: PO Box 202304, Arlington, TX 76006  
 Fax: 682.252.4769  
 Email: [investments@sbtexasfoundation.com](mailto:investments@sbtexasfoundation.com)

Executed and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Client Legal Name:** \_\_\_\_\_ **EIN:** \_\_\_\_\_

By: _____	_____
Signature of Organization Representative*	Signature of Organization Representative*
_____	_____
Print Name	Print Name
_____	_____
Title	Title

**Southern Baptists of Texas Foundation:**

By: \_\_\_\_\_  
 Executive Director

\* Form must be signed by two representatives of the organization.  
 Please return the completed form to [investments@sbtexasfoundation.com](mailto:investments@sbtexasfoundation.com)



# CLIENT INFORMATION FORM

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Number of signatures required for withdrawals: \_\_\_\_\_ (If not filled out, we will require two signatures.)

## AUTHORIZED ACCOUNT USERS

Account User Descriptions: **“Signer”** means the user can make withdrawals from the account. **“Depositor”** means the user can make deposits to the account. **“Online Access”** means the user has access to account summaries and statements. (Check all that apply.)

**Primary Contact:** \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Signer  Depositor

Online Access  Yes  No

\_\_\_\_\_  
Signature of Signer (only if signer on account)

**Secondary Contact:** \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Signer  Depositor

Online Access  Yes  No

\_\_\_\_\_  
Signature of Signer (only if signer on account)

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

Title: \_\_\_\_\_

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

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

Signer  Depositor

Online Access  Yes  No

\_\_\_\_\_  
Signature of Signer (only if signer on account)

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

Title: \_\_\_\_\_

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

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

Signer  Depositor

Online Access  Yes  No

\_\_\_\_\_  
Signature of Signer (only if signer on account)

\_\_\_\_\_  
**Signature of Organization Representative\***

**Title**

**Date**

\_\_\_\_\_  
**Signature of Organization Representative\***

**Title**

**Date**

\* Form must be signed by two representatives of the organization. Please return completed form to [investments@sbtexasfoundation.com](mailto:investments@sbtexasfoundation.com).



# DEPOSIT SELECTION FORM

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

Account Name/Description (if applicable): \_\_\_\_\_

Please fill out the below information and indicate the amount of money desired to fund the selected deposit option(s).

## CERTIFICATE OPTIONS

\$ _____ DAILY	\$ _____ 1 YEAR
\$ _____ 3 MONTH	\$ _____ 2 YEAR
\$ _____ 6 MONTH	\$ _____ 3 YEAR
\$ _____ 9 MONTH	\$ _____ 5 YEAR
\$ _____ MONTH	\$ _____ <b>TOTAL AMOUNT</b>

Special Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- One-Time ACH Withdrawal  
 Wire Transfer to SBTF  
 Check Enclosed

## BANKING INFORMATION

Financial Institution: \_\_\_\_\_ Branch: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Bank Account #: \_\_\_\_\_ Routing /ABA #: \_\_\_\_\_  
 Checking Account     Savings Account    **Enclose a voided check or account deposit slip.**

The above information is required to provide the SBTF with the Client's preference for allocating deposits and distributing income according to the SBTF Cash Management Agreement (CMA). The Client acknowledges that the CMA governs all deposits into Church Expansion Certificate investments. The SBTF will deposit Client funds based on the options indicated above and ensure the Client's deposit rate is based on the certificate rate of the month the deposit is received. If indicated above, the undersigned authorizes the financial institution named above to accept a one-time withdrawal of funds by the SBTF.

\_\_\_\_\_  
**Authorized Account Signature\***

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Account Signature**

*(If required)*

\_\_\_\_\_  
**Date**

\* Form must be signed by at least one authorized signer or depositor on the account.  
Please return the completed form to [investments@sbtexasfoundation.com](mailto:investments@sbtexasfoundation.com).



# ACH AUTHORIZATION AGREEMENT

## FOR DEPOSITS AND WITHDRAWALS

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

Contact Name: \_\_\_\_\_ Daytime Phone Number: \_\_\_\_\_

The undersigned client (hereinafter "Client") hereby authorizes the Southern Baptist of Texas Foundation (hereinafter "SBTF") to initiate debit and credit entries to our checking or savings account named below. This authority is to remain in full force and effect until receipt of at least ten (10) days' written notice by either party to the other party of termination of this agreement.

Financial Institution: _____	Branch: _____
City: _____	State: _____ Zip: _____
Bank Account #: _____	Routing / ABA #: _____
<input type="checkbox"/> Checking Account	<input type="checkbox"/> Savings Account
<b>Enclose a voided check or account deposit slip.</b>	

### ACKNOWLEDGEMENT

I hereby authorize the financial institution named above to accept automatic deposits and withdrawals presented by SBTF, according to the Client's instruction or according to an agreement/gift instrument of which the Client is a party. I understand that this authorization may be cancelled by either party at any time upon written notice but may remain in effect for up to ten (10) business days after notice. Any automatic transaction from the above referenced account by SBTF up until that time shall be authorized under this Authorization Agreement.

Authorized Account Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Account Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

\* Form must be signed by two authorized signers on the account unless client information form states otherwise.  
Please return the completed form to [investments@sbtxasfoundation.com](mailto:investments@sbtxasfoundation.com).

