

**AGREEMENT ESTABLISHING A DONOR ADVISED FUND OF  
THE HOPE CHRISTIAN COMMUNITY FOUNDATION**

This agreement is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Hope Christian Community Foundation, Inc. ("Foundation"), and \_\_\_\_\_ ("Donor").

Whereas, Donor desires to create a donor advised fund with the Foundation in order to carry out the Donor's charitable purposes; and whereas, Donor believes that the Foundation, a not for profit Tennessee corporation exempt from taxation pursuant to the Internal Revenue Code, is the appropriate institution within which to establish a donor advised fund; and Whereas, the Foundation is willing and able to create a donor advised fund subject to the terms and conditions hereof;

Now, therefore, the parties agree as follows:

1. Name of Fund. The fund shall be named the \_\_\_\_\_ Fund of the Hope Christian Community Foundation (hereinafter "Fund").
2. Transfer of Assets. Donor has transferred and assigned to the Foundation all of its rights, title and interest in and to the assets listed below for the purpose of creating a Donor Advised Fund of Hope Christian Community Foundation.
  - Description of Assets \_\_\_\_\_
  - Approximate Value \_\_\_\_\_
3. Additional Contributions. Additional contributions of assets may be made to the Fund at any time.
4. Conditions of Acceptance. Donor acknowledges that the assets transferred to the Foundation shall be subject to all terms and conditions of the Charter and Bylaws of the Hope Christian Community Foundation as they now exist, and as they may from time to time be amended. Donor may not impose any material restrictions or conditions that prevent the Foundation from freely and effectively employing the contributed assets or the income derived therefrom, in the furtherance of its charitable purposes.
5. Donor Recommendations. The Donor may set forth in writing from time to time specific recommendations for the administration of the Fund, including its intended charitable purposes, the Fund Advisors (see section 6) and selected investment strategies.
6. Fund Advisors. Fund Advisors other than the Donor may be appointed for the purpose of making recommendations and giving advice to the Foundation regarding the administration and distribution of the Fund's assets ("grants"). The Advisors for the Fund are (please name at least two Advisors):

Name \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Any two of the Advisors so named shall be authorized to advise the Foundation on behalf of Fund. If the Donor wishes to place restrictions on or make recommendations to the Fund Advisors, those instructions should be listed on a schedule A of this agreement, **Donors Instructions and Recommendations**.

The Advisors may be changed from time to time by the Donor by stating this in writing and sending it to the office of the Foundation.

Donor and Advisor(s) understand that the Foundation will not approve distributions recommended by the Fund Advisors that would be used for a purpose not permitted by the Internal Revenue Service. Such purposes include, but are not limited to pledges, dues or membership fees, tickets, political contributions, or any purpose that confers a benefit to any individual such as tuition payments. The Foundation requests a minimum grant recommendation of \$25

7. Inactive Fund. If there are no distributions made from the Fund in five consecutive years, then the Advisors will be notified by the Foundation as to the inactivity and the Board of Directors of the Foundation will become the Fund Advisors and distribute the fund's assets in accordance with the instructions on Schedule A.
8. Cost of Administration:

There is no administrative fee for Funds with a balance of less than \$10,000. The Foundation retains any interest earned on these funds. The minimum gift and the minimum balance to establish and maintain a donor advised fund is \$1,000. Funds greater than \$10,000 are invested in one of the alternatives shown below as chosen by the donor and charged administrative fees as shown below:

- 1.25% on the fund's balance from \$10,000.00 - \$999,999.99
- 1.00% on the fund's balance from \$1,000,000.00 - \$2,999,999.99
- 0.75% on the fund's balance from \$3,000,000.00 - \$4,999,999.99
- 0.50% on the fund's balance over \$5,000,000.00

The interest, dividends and capital gain/loss earned on the invested Fund will be retained by the Fund. The minimum gift to establish an invested fund is \$10,000. If the balance of an invested donor advised fund drops below \$10,000, then the Fund will be administered as detailed above.

9. Type of Fund and Investment Alternatives for Funds Greater than \$10,000

**Please check one:**

- Cash Management Pool (Bank C.D.s and U.S. Government Agency notes with maturities of less than one-year)
- Reliant Pool - Reliant Investment Management Pool (Short duration, high quality fixed income: 1-3 year maturities)
- Longleaf Pool (invested equally in the Partners Fund, Small-Cap Fund and the International Fund);  
Diversified Trust Company Pools:
  - Conservative (100% fixed income);
  - Balanced (40% fixed income and 60% equity);
  - Growth (100% equity);
- The fund will be \$300,000 or greater, and we plan to recommend my own investment manager.

Investment options can be changed anytime; however, the change must be in writing. The Donor is aware of the risk of investing its donor-advised fund, and the Foundation is not responsible for poor performance or decline in value. In addition, the Foundation is not responsible for poor decisions made by the investment manager recommended by the Donor.

10. Representations of Hope Christian Community Foundation. The Foundation represents to the Donor that it has received a ruling from the Internal Revenue Service that it is an organization described in IRS Code Sections 501(c)(3); that the facts and circumstances forming the basis of the issuance of the ruling have not substantially changed since the date of issuance thereof; and that the ruling has not been expressly or impliedly revoked.

In witness whereof, the parties hereto have executed this Agreement as of the day and date first above written.

\_\_\_\_\_ (Company name)

By: \_\_\_\_\_  
(signature) (title)

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

Fax Number: \_\_\_\_\_

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

Cell Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Accepted by: \_\_\_\_\_  
President, Hope Christian Community Foundation

**SCHEDULE A**

Fund Name \_\_\_\_\_

Donor's Instructions and Recommendations

For Advisors or Successor Advisors:

Designated Beneficiaries (see Section 7, Inactive Fund):

In the event the fund becomes inactive as described in Section 7 of this agreement, the following Designated Beneficiaries will receive grants equal to the balance in the Fund in the following dollar amounts or a percent of the Fund balance available. Grant amounts may be adjusted proportionally according to the Fund balance or amount available for grants.

<u>Organization</u>	<u>Dollar Amount or Percentage</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

In the event a Designated Beneficiary listed above is no longer functioning in a manner consistent with Donor's Instructions and Recommendations or the Charitable purposes of Hope Christian Community Foundation, the Grant Committee of Hope Christian Community Foundation Board of Directors will assume the role of Fund Advisors for that amount of the Fund.

By: \_\_\_\_\_ (signature) \_\_\_\_\_ (title)

\_\_\_\_\_  
Date