



DONOR-ADVISED FUND AGREEMENT

Requested Name of Fund: _____

This Donor-Advised Fund Agreement (the “Agreement”) is entered into as of _____, 20 (the “Effective Date”), by and between: Caring Communities Foundation, Inc., a Georgia nonprofit corporation recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code and qualified to receive tax-deductible charitable contributions (the “Foundation”), and _____ (the “Donor” or “Fund Advisor”) with the principal office at:

(Address of the donor).

RECITALS WHEREAS the Donor wishes to establish a donor-advised fund to be known as: _____ (the “Fund”) for charitable purposes, including but not limited to grants to qualified 501(c)(3) nonprofit organizations to provide assistance to individuals in the geographic area identified by the Donor, and/or to support other charitable activities as allowed by applicable law and Foundation policies.

WHEREAS, the Foundation is willing to accept contributions to the Fund, invest them, administer the Fund, and make grants upon the recommendation of the Fund Advisor in accordance with this Agreement and the Foundation’s policies;

NOW, THEREFORE, the parties agree as follows:

1. Establishment of the Fund The Donor hereby establishes the _____ Fund as a donor-advised fund component of the Foundation.
2. Contributions to the Fund
 - a. Initial Contribution: \$ _____

b. Additional contributions may be made at any time by the Donor or other donors.

c. All contributions to the Fund are irrevocable and become the sole property of the Foundation upon transfer. The Donor understands that contributions qualify for a current federal income tax charitable deduction (subject to applicable limitations) in the year the gift is made.

3. Variance Power and Exclusive Legal Control The Foundation shall have exclusive legal control over all assets in the Fund. The Board of Directors of the Foundation retains ultimate authority over all distributions and may exercise variance power in accordance with applicable law and the Foundation's policies.
4. Investment of Fund Assets Fund assets will be invested in the Foundation's pooled investment portfolio(s) selected by the Foundation's Investment Committee. The Donor acknowledges that investment returns are not guaranteed and that the Fund balance may decline. The Donor understands that grants are anticipated to be made throughout the year, which may limit the potential for meaningful investment earnings.

For Funds valued in excess of \$50,000 you may choose to use an external investment manager of your choice.

_____ I would like to use an external investment manager of my choice:

Name _____

Firm _____

Email _____

Telephone _____

External investment managers must be approved by the Foundation and must execute an agreement between the manager and the Foundation to serve in this capacity. Please note that requests to change the investment option of your fund must be made to the Foundation in writing. For detailed information about the composition of these portfolios, please contact us directly.

5. Administrative and Management Fee The Foundation shall assess an annual administrative and management fee on the Fund balance as a percentage per annum based on fund balance and the number of

grants given per year. The specific fee for this Fund is: _____% per annum. Fees are calculated quarterly on the average daily balance and deducted from the Fund. The Foundation reserves the right to adjust the fee schedule with 30 days' written notice.

6. Grant Recommendations and Grant-making Process a. The Fund Advisor may recommend grants from the Fund exclusively to 501(c)(3) public charities that provide direct charitable programs consistent with the Donor's stated purposes and in geographic areas identified by the Donor. These grants will be disbursed equitably within the Donor's identified geographic area. b. Multiple grant cycles will be conducted each year as requested by the Fund Holder and approved by the Foundation. c. The Foundation will vet all applicant nonprofit organizations, verify 501(c)(3) status, and ensure compliance with applicable rules and regulations. d. No grants may be made to fulfill enforceable pledges, for tickets to events, membership dues, or any purpose that provides a material benefit to the Donor or related parties. e. After each grant disbursement, recipient organizations must submit a written report detailing required information (as required by the Foundation) before being eligible for subsequent grants from this Fund in the same calendar year. Recipients must ensure that no more than 10% of a grant is used for administrative costs.

7. Fund Advisor and Successor Advisor Primary Fund Advisor

Name: _____
Title: _____
Email: _____
Phone: _____

Alternate/Successor Fund Advisor (to act if Primary is unavailable)

Name: _____
Title: _____
Email: _____
Phone: _____

If both the Primary and Alternate Advisor are no longer able to advise on this fund, or upon written notice from the Donor, the Foundation may (i) appoint a new advisor designated by the Donor or (ii) convert the Fund to a permanently restricted endowment supporting charitable purposes in perpetuity.

8. Fund Minimum and Inactivity The minimum balance to maintain an active donor-advised fund is \$5,000. If the balance falls below

\$2,500 and remains inactive for 24 months, the Foundation may transfer remaining assets to its general Community Needs Fund or another designated program in accordance with Foundation policy.

9. Termination Upon complete distribution of the Fund or written request by the Fund Advisor (with Foundation approval), the Fund may be terminated and remaining assets used for purposes consistent with the original charitable intent.
10. Governing Law This Agreement shall be governed by the laws of the State of Georgia (or the applicable governing law selected by the Foundation, if different).
11. Entire Agreement This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CARING COMMUNITIES FOUNDATION

Name: _____

Title: _____

Signature: _____

Date: _____

(AND)

PRIMARY FUND HOLDER

Name: _____

Organization: _____

Signature: _____

Date: _____

Accepted and Agreed as Alternate/Successor Advisor (if applicable)

Name: _____

Title: _____

Signature: _____

Date: _____