



# AGREEMENT ESTABLISHING A NON-PROFIT ORGANIZATION DESIGNATED FUND OF THE HOPE CHRISTIAN COMMUNITY FOUNDATION

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THIS AGREEMENT, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Hope Christian Community Foundation, Inc. (hereinafter "Foundation"), and \_\_\_\_\_ a 501(c)3 non-profit organization (hereinafter "Organization").

Whereas, Organization desires to create a Non-Profit Organization Designated Fund to benefit its charitable work; whereas, Organization believes that 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 Non-Profit Organization Designated Fund; and whereas, Foundation is willing and able to create a Non-Profit Organization Designated 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") (ex: United Way Fund).

**2. Transfer of Assets**

Organization has transferred and assigned to Foundation all of its right, title and interest in and to certain assets listed below for the purpose of creating a Fund of Foundation for the benefit of Organization. Foundation agrees to Organization's restriction that the income and assets of the Fund are to be granted to or used for the benefit of Organization.

- Description of Assets \_\_\_\_\_
- Approximate Value \_\_\_\_\_

**3. Additional Funds**

Foundation may receive and accept additional assets to be added to the Fund from any person, institution, trust or entity who or which desires to contribute thereto and have such assets administered and distributed in accordance with the provisions hereof. Said intent shall be presumed conclusively from the receipt of any assets, security or check designated for the Fund or received in such a way that Foundation believes it is the intent of the donor to have such assets added to said fund.

**4. Conditions of Acceptance**

Treasury Regulations provide, if Organization ceases to be a qualified charitable organization, or if the Fund's purpose becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community, Foundation may exercise its variance power under Article XIV of its Bylaws. The exercise of such power shall not be effective earlier than at least thirty (30) days after Foundation notifies Organization in writing of its intent to exercise such power and the manner in which Foundation proposes to vary the purposes, uses or methods of administering the Fund.

**5. Administrative Provisions**

Organization's designated advisors to Foundation are the President or Executive Director, Chairman and Secretary of Organization or other person as designated by the Board of the Organization (hereinafter "Advisers"). Any two of the Advisors shall be authorized to advise Foundation on behalf of Organization during their terms of office. The Advisors have been appointed for the purpose of making recommendations to Foundation regarding the administration

of the Fund's assets and requesting distributions of those assets. Distributions to Organization may be made from the net income and principal of the Fund.

**6. Representations of Foundation**

Foundation represents to Organization it has received a ruling from Internal Revenue Service that it is an organization described in Internal Revenue Code Sections 501(c)3, 170(b)(1)(a)(vi) and 509(a)(1); that the facts and circumstances forming the basis for the issuance of the ruling have not substantially changed since the date of the issuance thereof; and that the ruling has not been expressly or impliedly revoked.

**7. Cost of Administration**

The Fund will be assessed an annual administrative fee by Foundation calculated on the market value of the fund each month and paid quarterly. The fee is:

- .50% on the Fund balance from \$0 - \$100,000 (minimum \$200 annually) and
- .25% on the Fund balance over \$100,000

Any interest, dividends and capital gain/loss earned will be retained by the Fund. The minimum amount to establish Fund is \$25,000.

**8. Investment Alternatives**

(Please write percentages equaling 100):

- \_\_\_ Cash Management Pool (Bank CDs and US 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)

Please check if the following applies:

- \_\_\_ Fund will be \$300,000 or greater, and Organization plans to recommend its own investment manager subject to the approval of Foundation

Investment options can be changed anytime; however, the change must be in writing. The Organization is aware of the risk of investing its 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 Organization.

**Organizations's Contact Information** (For statements, newsletters, etc.)

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Name of Organization

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Title	First Name	Initial	Last Name	Suffix
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Mailing Address: Street	City	State	Zip Code
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Primary Phone	Other	Mobile	Fax
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E-mail Address

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

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**Board Chairman Signature** **Date**

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**Board Secretary Signature** **Date**

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**Executive Directors Signature** **Date**

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**Accepted By** President, Hope Christian Community Foundation **Date**