



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

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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 \_\_\_\_\_ (hereinafter "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") (ex: XYZ Fund).

**2. 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.

**3. 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 4) and selected investment strategies.

**4. Fund Advisors**

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 \_\_\_\_\_

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

**5. Inactive Fund**

If there are no grants 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.

**6. 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 \$2,500. Funds greater than \$10,000 may be 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 - \$499,999
- 1.15% on the fund's balance from \$500,000 - \$999,999
- 1.00% on the fund's balance from \$1,000,000 - \$1,999,999
- 0.75% on the fund's balance from \$2,000,000 - \$2,999,999
- 0.50% on the fund's balance on \$3,000,000+

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.

**7. Investment Alternatives**

No Fee; Non-Invested Cash Account

**Only for Funds Greater than \$10,000**

- Longleaf Pool (invested equally in the Partners Fund, Small-Cap Fund and the International Fund)
- Reliant Pool - Reliant Investment Management Pool (Short duration, high quality fixed income; 1-3 year maturities)
- Preserver Partners Pool - Multi-Asset (Invested in equity, fixed income, real estate, and alternative strategies)
- Cash Management Pool (Bank CDs and US Government Agency notes with maturities of less than one-year)

Diversified Trust Company Pools:

- Conservative (100% fixed income)
- Balanced (40% fixed income and 60% equity)
- Growth (100% equity)

Please check if the following applies:

- My fund will be \$300,000 or greater, and I 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 his/her 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.

**8. 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

\_\_\_\_\_  
Phone Number Fax Number Mobile Phone

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

\_\_\_\_\_  
Referred By

\_\_\_\_\_  
**Accepted By** Hope Executive Director **Date**

# SCHEDULE A

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

**Donor's Instructions and Recommendations**

Donor's instructions and recommendations for advisors, successor advisors or the Board of Directors of the Foundation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Designated Beneficiaries** (see Section 5, Inactive Fund)

In the event the fund becomes inactive as described in Section 5 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.

\_\_\_\_\_  
Organization Dollar Amount or Percentage

\_\_\_\_\_  
Organization Dollar Amount or Percentage

\_\_\_\_\_  
Organization Dollar Amount or Percentage

\_\_\_\_\_  
Organization Dollar Amount or Percentage

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 Director will assume the role of Fund Advisors for that amount of the Fund.

\_\_\_\_\_  
**Donor's Signature** **Date**

Please contact Hope at 901.682.6201, admin@hopeccf.org or Fax 901.682.8098 if you have any questions about the above agreement.