



AGREEMENT ESTABLISHING A DONOR ADVISED FUND OF THE CHRISTIAN COMMUNITY FOUNDATION FOR A FAMILY OR INDIVIDUAL

[www.ccfmemphis.com](http://www.ccfmemphis.com)

THIS AGREEMENT, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the 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 Christian Community Foundation (hereinafter "Fund") (ex: Smith Family 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 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:

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

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

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

If Advisors other than the Donor and Donor's Spouse are named, any two of the Advisors so named shall be authorized to advise the Foundation on behalf of Fund. The Donor is encouraged to write a mission statement for the fund in order to communicate strategy and intent for gifts from the fund. In addition, the Donor may wish to place restrictions on or make recommendations to the Fund Advisors. Those instructions and

the mission statement should be listed on Schedule A of this agreement, Donors Instructions and Recommendations / Mission Statement.

After the Donor's and/or Donor's Spouse's lifetimes(s), (please check one):

The balance of the fund will be distributed to the non-profits recommended on Schedule A ("Designated Beneficiaries")

Successor Advisors for the fund will be \_\_\_\_\_

The fund will become an endowed Legacy Fund (please complete the separate agreement for a CCF Legacy Fund).

If none of the above alternatives are selected, the Foundation's Board of Directors will become the Advisors after the Donor's lifetime and dispense the balance of the fund in accordance with the Mission Statement or Instructions shown on Schedule A. From time to time, the Donor may amend any portions of Section 4 of this Agreement 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 grants 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**

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)

\_\_\_ Preserver Partners Pool - Multi-Asset (Invested in equity, fixed income, real estate, and alternative strategies)

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 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.

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

Title	First Name	Initial	Last Name	Suffix
Full Address: Street address		City	State	Zip Code
Home Phone		Work	Mobile	Fax
E-mail Address		Church Affiliation		
Date of Birth		Spouse Date of Birth		
Referred By				

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

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

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

# SCHEDULE A

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

**Fund Mission Statement**

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

---

---

---

---

---

**Designated Beneficiaries** (see Section 4)

After Donor's lifetimes, 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 Christian Community Foundation, the Grant Committee of Christian Community Foundation Board of Director will assume the role of Fund Advisors for that amount of the Fund.

---

<b>Donor's Signature</b>	<b>Date</b>
--------------------------	-------------

---

<b>Donor's Signature</b>	<b>Date</b>
--------------------------	-------------

Please contact CCF at 901.682.6201, or Fax 901.682.8098 if you have any questions about the above agreement.