



*Where giving and opportunity meet*

**The Community Foundation for the National Capital Region  
The Montgomery County Community Foundation  
The Prince George's Community Foundation**

**AGREEMENT TO ESTABLISH A DONOR-ADVISED FUND**

This agreement is made to create a Donor Advised Fund (The Fund) between

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(Donor's Name: *please print*) and

The Community Foundation for the National Capital Region,\*  
(\*Hereafter referred to as "The Community Foundation")

With this agreement, the Donor is delivering to The Community Foundation the property listed on the attached Schedule "A". This property constitutes an irrevocable gift to The Community Foundation upon acceptance by The Community Foundation of the gift and the following terms and conditions:

**(1) NAME OF FUND:** A fund shall be established on the books of The Community Foundation and be known as the:

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Any recipient of benefits from this Fund shall be advised that such benefits are from this Fund unless the Donor, in writing, requests that grant(s) not be identified from the Fund.

**(2) INITIAL CONTRIBUTION:** The Donor has transferred and delivered to The Community Foundation the property described in Schedule A attached hereto and made a part of this Agreement. The Fund shall include this initial gift, such property as may from time to time be transferred to and accepted by The Community Foundation for inclusion in the Fund and all undistributed income from all such property.

**(3) PURPOSES:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(The Donor may designate a particular purpose, such as "arts" or "low-income children," or elect to keep the fund for "general charitable purposes as recommended by the donor over time." Overall, the purpose of the Fund is to further or carry out the educational and charitable uses and purposes of The Community Foundation, as more specifically set forth in its articles of incorporation and bylaws, as amended from time to time.

**(4) DISTRIBUTIONS:** Distributions from the Fund of the net income or principal or both, shall be made at such times, in such amounts, in such ways and for such purposes as The Community Foundation shall determine with advice from the Donor or his/her designee.

**(5) GRANT RECOMMENDATIONS AND DESIGNATION HAVE A REPRESENTATIVE:** The Donor may submit recommendations to The Community Foundation with respect to grant distributions. Recommendations with respect to distributions made by the Donor or his/her designee are solely advisory and The Community Foundation is not bound by any such recommendations. The Donor may recommend to The Community Foundation the revocation of any designation of an advisor made by the Donor. Any and all such designations or revocations made by the Donor shall be made in writing and become effective when received by The Community Foundation. Grant recommendations received from the Donor or his/her designee shall be for awards of \$250.00 or more. Recommendations for grant distributions shall be forwarded in writing to the Foundation on a Donor Suggestion Form supplied by The Community Foundation or made online via donor central.

**(6) ADMINISTRATION OF THE FUND:** The Fund shall be administered under the Procedures for Operation of Advised Funds approved by The Community Foundation, including any amendments. It is understood that the Fund shall be charged regularly for a proper allocation of the administrative expenses attributable to its creation and maintenance. In accordance with such procedures, the Fund shall be assessed an annual administrative fee of 1.1% of the fund balance, charged quarterly. The minimum annual administrative fee is \$500.00. (For those funds that exceed \$3 million in fund balance a sliding fee scale takes effect: 1.1% on the first \$3 million, 0.60% on the next two million, and 0.35 % above \$5 million). In cases where the Donor recommends extraordinary activities, additional charges may be assessed based on the concurrence of both The Community Foundation and the Donor.

The Fund shall also be requested to provide a voluntary minimum annual contribution of at least 1% of the asset base of the Fund which will be allocated to the permanent unrestricted grantmaking account of the Foundation or to the permanent unrestricted grantmaking account of the appropriate affiliate foundation, to be distributed by The Community Foundation to benefit a wide range of charitable projects and programs. See attachment I.

**(7) THE FUND AS COMPONENT OF THE FOUNDATION:** It is intended that the Fund be a component part of The Community Foundation and not a separate trust, and that nothing in this Agreement shall affect the status of The Community Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and as an organization which is not a private foundation within the meaning of Section 509(a) of the Code. This Agreement shall be interpreted to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. The Community Foundation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the purposes of this Fund. References herein to provisions of the Internal Revenue Code of 1986, as amended, shall be deemed references to the corresponding provisions of any future Internal Revenue Code.

#### **PRIMARY CONTACT INFORMATION**

Please provide this information for the donor or his/her designee who will be the primary contact person

for The Community Foundation.

\_\_\_\_\_  
Name(s) (first, last)

\_\_\_\_\_  
Preferred Mailing Address (Street, City, State, Zip) Check one:  Home  Work

\_\_\_\_\_  
Home telephone

\_\_\_\_\_  
Work telephone

\_\_\_\_\_  
E-Mail

**ANONYMOUS FUND?** (Check one)  Yes  No

IN WITNESS WHEREOF Donor has caused this Agreement to be executed as of this \_\_\_\_\_ day, of \_\_\_\_\_, 2009.

**BY: DONOR SIGNATURE(S)**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**This Agreement and Contribution is accepted by:**

**THE COMMUNITY FOUNDATION FOR THE NATIONAL CAPITAL REGION**

BY: \_\_\_\_\_  
(Name and Title)

to be administered in accordance to the above terms on this \_\_\_ day, of \_\_\_\_\_, 2009.

## Attachment 1

**CONTRIBUTION TO COMMUNITY LEADERSHIP FUND:** The Community Foundation and each of its affiliate foundations house an unrestricted **Community Leadership Fund** to address the changing needs of our communities. On issues ranging from public education, workforce development, to the emergency needs of our community, The Community Foundation serves as a convener, a leverager and a force for change on some of our region's toughest challenges. Over the past decade, funds from our Community Leadership Fund have leveraged millions of private and public investments in our region and have helped shape real solutions for our neediest residents. We want to build on our successes and increase the impact of the **Community Leadership Fund**. **Join with us** by considering one of the following options:

### Option 1

Direct an annual withdrawal be made from your donor-advised fund for allocation to The Community Leadership Fund.

- Each year \_\_\_% of the asset base of my/our donor advised fund be allocated to the unrestricted Community Leadership Fund. I acknowledge that the contribution will be deducted from my fund on a quarterly basis. ***We recommend and request that at least 1% of your asset based be directed to this unrestricted Fund. Thank you.***

### Option 2

Direct a portion of each new contribution to your donor-advised fund be allocated to The Community Leadership Fund.

- That \_\_\_% of the each amount being contributed by me/us to our donor-advised fund be allocated to the unrestricted Community Leadership Fund.

### Option 3

Direct a one-time payment to The Community Leadership Fund.

- That a one-time payment of \$\_\_\_\_\_ be directed to the Community Leadership Fund.

I wish to direct my contribution to the unrestricted Community Leadership Fund at:

- \_\_\_ The Community Foundation for the National Capital Region
- \_\_\_ The Montgomery County Community Foundation, a regional affiliate foundation
- \_\_\_ The Prince George's Community Foundation, a regional affiliate foundation

I understand that my contribution will be used to support community needs as determined by the Board of Directors of The Community Foundation or of the regional affiliate foundation indicated above.

## **SCHEDULE A**

Pursuant to the Agreement dated \_\_\_\_\_, description of property delivered to The Community Foundation for the National Capital Region

Property Description: