



FUND AGREEMENT

Agency Endowment Fund

An Agency Endowment Fund is an appropriate and visionary option for any U.S. 501(c)(3) nonprofit organization, church, or school. Such a Fund is established to provide current income and long-term benefit for the operations and mission of a nonprofit, church, or school. Community Foundation of Acadiana provides personalized service, local expertise and professional oversight to benefit the Agency and its objectives.

Welcome and thank you for choosing Community Foundation of Acadiana. Our mission is to improve the quality of life in our region by increasing giving, connecting donors with what they care about, and providing leadership on community needs and opportunities. We are committed to helping your agency (e.g. nonprofit organization, church, or school) satisfy its charitable mission. If you have any questions or need assistance, please call us at 337.769.4840.

Name of Agency

Please provide the official name of the Agency here.

Name of Agency:

Fund Founder(s)

Please list the person or persons establishing this Fund as authorized by the Board of the Agency.

Full Name of Founder 1 *(First, Middle, Last)*

Preferred Salutation

Agency Name

Title/Position in regards to Agency *(e.g. Executive Director; Board Chair)*

Business Name *(if applicable)*

Business Title/Position *(if applicable)*

Preferred Mailing Address *(Agency, Business, Home)*

Other Mailing Address *(Agency, Business, Home)*

Other Mailing Address *(Agency, Business, Home)*

Primary Phone *(Agency, Business, Cell, Home)*

Other Phone *(Agency, Business, Cell, Home)*

Other Phone *(Agency, Business, Cell, Home)*

Other Phone *(Agency, Business, Cell, Home)*

Primary Email Address *(Agency, Business, Home)*

Other Email Address *(Agency, Business, Home)*

Date of Birth

Full Name of Founder 2 *(First, Middle, Last) (if applicable)*

Preferred Salutation

Agency Name

Title/Position in regards to Agency *(e.g. Executive Director; Board Chair)*

Business Name *(if applicable)*

Business Title/Position *(if applicable)*

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Other Phone *(Agency, Business, Cell, Home)*

Primary Email Address *(Agency, Business, Home)*

Other Email Address *(Agency, Business, Home)*

Date of Birth

Name the Fund

Fund name can include the name of the Agency (e.g The ABC Nonprofit Endowment Fund). Fund can also be named after a donor(s), a family, in memory of someone, or in honor of someone.

Name of Fund:

Mission of the Agency

Please state the charitable mission of the Agency here.

Designation of purpose of the Fund

The Fund shall be used for support of the charitable, scientific, or educational purposes of the Agency and its affiliated agencies (if any). The Agency is establishing this Fund for the purposes as stated here.

Definitions and Construction

The Agency and the Foundation agree to the following.

As used in this agreement, 'Agency,' 'Agencies,' or 'Qualified Charitable Organization' means an organization described in section 501(c)(3), which is other than a private foundation under section 509(a) of the Internal Revenue Code. References to any provision of the Internal Revenue Code shall be deemed references to the U.S. Internal Revenue Code of 1986, as the same may be amended from time to time, and the corresponding provision of any future U.S. Internal Revenue Code.

It is intended that the Fund shall be a component part of the Foundation and that nothing in this agreement shall affect the status of the Foundation as an entity that is a qualified charitable organization. This Agreement shall be interpreted in a manner consistent with this intention and so as to conform to the requirements of the Internal Revenue Code and any regulations issued pursuant thereto applicable to the intended status of the Foundation. The 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 foregoing intention. References herein to provisions of the Internal Revenue Code, as amended, shall be deemed references to the corresponding provisions of any future Internal Revenue Code.

Contribution(s) to the Fund

The Foundation's recommended minimum for establishing such a fund is \$10,0000; however, we are flexible and will work with you in order to establish your Fund immediately.

The establishing gift is:

Check for \$

Wire of \$

Marketable securities: _____ shares of

Mutual funds: _____ shares of

Other: _____

Additional Contributions

The Agency can make additional contributions to this Fund at any time, in any amount.

Timing and planning of future contributions:

Additional contributions from the Agency are expected on the following estimated timetable (if known):

Unknown

None expected

Designated Fund

From time to time, parties other than the Agency may make gifts to the Foundation that are designated for the benefit of the Agency. These gifts will be placed in a separate Fund for accounting purposes. Designated funds are the exclusive property of the Foundation. Gifts can be made by Agency volunteers and donors, family members or friends of the Agency, birthday gifts, holiday gifts, gifts in honoraria, and gifts in memoriam.

Fundraising

Is this Fund expected to benefit from fundraising activities? No Yes (See accompanying Administrative Fee Schedule)

Donor Services

All Funds benefit from distinct services. Depending on commitments to this Fund, provisions and services are enhanced.

Agency Endowment Fund

An Agency Endowment Fund is established to provide current income and long-term protection for the operations of an Agency. The Agency establishes an Agency Endowment Fund for the purpose of participating in the Foundation's investment strategy and intends to limit distributions to that determined by the Foundation's spending policy (annually). An Agency Endowment Fund is subject to the spending policies and procedures established by the Foundation (for endowment Funds). (The Foundation's spending policies and procedures may be amended from time to time.)

Distributions from this Fund

Distributions from the Fund shall be made solely to the Agency for the support of its charitable mission. Distributions are made in accordance with the spending policy established by the Foundation (and as amended from time to time) and shall be paid and distributed at least annually, or more frequently, as the parties may from time to time agree.

Other Distributions

Distributions in excess of the Foundation's spending policy may be made to the Agency in any year as determined by the Board of the Foundation. Recommendations for such distributions may be made from time to time to the Foundation by the Governing Board of the Agency, after said Governing Board has voted by a super majority (i.e. 67%) to make such a recommendation to the Foundation. The Agency will provide a formal written request stating such and signed by the Chair and Secretary of the Governing Board of the Agency. Recommendations of the Governing Board of the Agency shall be solely advisory and not binding on the Foundation. Distributions will be made within 60 days of receipt of such a formal written request and after the aforementioned stipulations have been met. Designated funds (see above) will not be distributed to the Agency.

Primary Advisor(s)

The Foundation will receive recommendations regarding distributions, investment allocation and changes, and any other recommendations and changes from the Agency's Primary Advisor(s). The Agency can change Primary Advisor(s) at any time. The Foundation must simply be provided a copy of the Board Resolution authorizing this change.

PRIMARY ADVISOR 1:

Same as Fund Founder(s) Other (provide information below)

Full Name of Primary Advisor 1 (First, Middle, Last)

Preferred Salutation

Agency Name

Title/Position in regards to Agency (e.g. Executive Director; Board Chair)

Business Name (if applicable)

Business Title/Position (if applicable)

Preferred Mailing Address (Agency, Business, Home)

Other Mailing Address (Agency, Business, Home)

Other Mailing Address (Agency, Business, Home)

Primary Phone (Agency, Business, Cell, Home)

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Other Phone (Agency, Business, Cell, Home)

Other Phone (Agency, Business, Cell, Home)

Primary Email Address (Agency, Business, Home)

Other Email Address (Agency, Business, Home)

Date of Birth

Full Name of Primary Advisor 2 (First, Middle, Last)

Preferred Salutation

Agency Name

Title/Position in regards to Agency (e.g. Executive Director; Board Chair)

Business Name (if applicable)

Business Title/Position (if applicable)

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Other Email Address (Agency, Business, Home)

Date of Birth

Board Resolution

A Resolution from the Governing Board of the Agency authorizing the establishment of this Fund and designating the person(s) authorized to execute this agreement must accompany this agreement.

Agency Governance

Please provide profile information for the Agency Chief Executive Officer and Board Directors here. Please inform us if the number of Board members exceed the space provided here.

Full Name of Agency Chief Executive Officer *(First, Middle, Last)*

Preferred Mailing Address *(Agency, Home)*

Preferred Phone *(Agency, Cell, Home)*

Preferred Email *(Agency, Home)*

Full Name of Board Director *(First, Middle, Last)*

Preferred Mailing Address *(Agency, Home)*

Preferred Phone *(Agency, Cell, Home)*

Preferred Email *(Agency, Home)*

Full Name of Board Director *(First, Middle, Last)*

Preferred Mailing Address *(Agency, Home)*

Preferred Phone *(Agency, Cell, Home)*

Preferred Email *(Agency, Home)*

Full Name of Board Director *(First, Middle, Last)*

Preferred Mailing Address *(Agency, Home)*

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Preferred Email *(Agency, Home)*

Full Name of Board Director *(First, Middle, Last)*

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Preferred Email *(Agency, Home)*

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Preferred Mailing Address *(Agency, Home)*

Preferred Phone *(Agency, Cell, Home)*

Preferred Email *(Agency, Home)*

Full Name of Board Director *(First, Middle, Last)*

Preferred Mailing Address *(Agency, Home)*

Preferred Phone *(Agency, Cell, Home)*

Preferred Email *(Agency, Home)*

Full Name of Board Director *(First, Middle, Last)*

Preferred Mailing Address *(Agency, Home)*

Preferred Phone *(Agency, Cell, Home)*

Preferred Email *(Agency, Home)*

Exercise of the Variance Power

This Agreement is subject to the Foundation's authority to vary the terms of the gift. As stated in the Foundation's Bylaws: "If a donor restriction has become unnecessary, incapable of fulfillment, or inconsistent with the needs of the community, the community foundation may modify it through the exercise of the variance power."

The Foundation shall promptly notify the Agency of any decision made to exercise the variance power. Notification of the exercise of the power shall be delivered in writing to the last known address of the Agency within seven (7) days following the Board's decision.

If the Foundation ceases to be a qualified charitable organization or if the Foundation proposes to dissolve, the assets of the Fund shall, after payment or making provisions for payment of any liabilities properly chargeable to the Fund, be distributed to the Agency. If the Agency is not then a qualified charitable organization, said assets shall be distributed in such manner and to such organization or organizations in the Agency's primary service area (community) as satisfies the requirements of a qualified charitable organization and serves purposes similar to those of the Agency.

Planned Giving

The Foundation can assist donors interested in benefitting this Agency via planned gifts or bequests..

The Foundation and/or this Fund is/will be the named beneficiary of a planned gift (please explain):

This named Fund can be the recipient of outright gifts and/or planned gifts (e.g. bequests, charitable remainder trusts, charitable lead trusts, life estate plans, and others) that may reduce one's tax exposure, accommodate one's family's financial objectives, and establish a philanthropic legacy to benefit this Agency. As such, the Foundation welcomes the opportunity to be included in your discussions with donors and their trusted legal, financial, tax or estate planning professional advisor(s) to discuss immediate and long-term tax and financial benefits.

Professional Advisor(s)

Please provide contact information for any legal, financial, tax or estate planning professional advisors that have been involved with the planning and establishment of this Fund, or should be included in this conversation, or should be made aware of options the Foundation affords.

Name of Professional

Firm Name

Business Phone

Business Email

Name of Professional

Firm Name

Business Phone

Business Email

Administrative Fee

The Foundation is responsible for all administrative aspects of this Fund, including grants verification and contribution processing, generation of fund statements, annual audit, filing annual IRS Form 990 and other philanthropic services. Our Administrative Fee is very competitive with commercial gift funds and private foundations. (See accompanying Administrative Fee Schedule)

Friends of the Community Fund

It takes human and financial resources to increase giving, to help donors achieve their philanthropic goals and to provide leadership on community needs and opportunities. A gift to CFA's Friends of the Community Fund supports our infrastructure, secures our future, and sustains our mission to improve the quality of life in our region.

A gift to the Friends of the Community Fund is optional, but important.* I elect the following amount to the Fund and expect an annual invitation to renew.

____ % of establishing gift OR \$100 \$250 \$500 \$1,000 \$2,500 \$5,000 \$10,000 \$25,000 or more

*See www.cfacadiana.org or call the Foundation at 337.769.4840 for specific advantages per level.

Investment Options

Please complete accompanying Investment Recommendation Form.

Comments

Optional: For Agency or Foundation

Affiliation

Please indicate the geographic affiliation, if any, with which this Agency is connected and with which this Fund should be associated.

- | | | |
|---|--|---|
| <input type="checkbox"/> Acadia Parish | <input type="checkbox"/> Evangeline Parish | <input type="checkbox"/> Jefferson Davis Parish |
| <input type="checkbox"/> Lafayette Parish | <input type="checkbox"/> Lafourche Parish | <input type="checkbox"/> St. Landry Parish |
| <input type="checkbox"/> St. Martin Parish | <input type="checkbox"/> Terrebonne Parish | <input type="checkbox"/> Vermilion Parish |
| <input type="checkbox"/> Iberia Parish; Iberia Parish Enhancement Fund (an Affiliate of CFA; founded in 2007) | | |
| <input type="checkbox"/> St. Mary; St. Mary Community Fund (an Affiliate of CFA; founded in 2008) | | |
| <input type="checkbox"/> Other Louisiana Parish: | | |
| <input type="checkbox"/> Other State: | | |
| <input type="checkbox"/> Other Country: | | |
| <input type="checkbox"/> None/Unaffiliated | | |

Publicity

Fund name (only) will appear in promotional materials (e.g. Web site, annual reports, etc.), unless otherwise stipulated. This not only acknowledges existence of Fund, but also encourages others to consider establishing charitable Funds, thus increasing giving. (Fund balances are never made public.)

- The Foundation can announce the establishment of this Fund by press release and other means.
- The Foundation can announce grants from this Fund by press release and other means.
- I prefer that the Foundation not announce the establishment of this Fund and/or grants from the Fund by press release and other means.

Addendum(s)

Please indicate addendums attached to this Agreement, if any.

Are any addendums attached to this Agreement?

- Yes No

If yes, please describe here:

Additional Provisions

Please carefully review the following provisions. Signature of Fund Founder(s) on next page acknowledges a reading and an understanding of the following provisions as well as those above.

Irrevocable Gifts. Any contribution(s) to the Fund represents an irrevocable gift(s) to the Foundation and is not refundable. All subsequent gifts to endowed fund are added to principal unless otherwise stipulated.

Charitable Purposes. Distributions from the Fund shall be made at such times, in such amounts, in such ways and for such charitable, educational, scientific, literary, or religious purposes (or any combination of such purposes) and for administrative purposes, all in furtherance of the purposes of the Foundation. Distributions may be made directly by the Foundation for these purposes or by grants to other tax-exempt organizations for such purpose. In addition, no private benefit, including goods or services, may accrue to anyone associated with the Foundation including its donors, advisors, or their families.

Transfer of Assets. The Fund shall include the property delivered with this document, any other property which hereafter may be transferred to the Foundation by any person, organization, trust or entity for inclusion in the Fund and all accumulated and undistributed income from all such property. Contributions of property other than cash and marketable securities may be added to the Fund only with the consent of the Foundation.

Foundation Ownership. The Fund shall be the property of the Foundation held by it in its corporate capacity and shall not be deemed a separate trust fund held by it in a trustee capacity. The Foundation shall have the ultimate authority and control over all property in the Fund and the income derived therefrom, for the charitable, educational, scientific, literary, and religious purposes of the Foundation.

Management. The Fund will be managed in accordance with the Foundation's Articles of Incorporation, Bylaws, Schedules, and Policies and Procedures, as they may be developed and amended from time to time.

Administrative Fees. I hereby acknowledge receipt of the Administrative Fee Schedule attached and accept the terms of said schedule. I further understand the fee schedule is subject to modification at the discretion of the Foundation's Board of Directors. I agree to be bound by the most current schedule. The Fund may also be charged for direct expenses incurred on behalf of the Fund that are not covered by the standard administrative fee. The Foundation may also request additional fees for extraordinary services.

Component Part. It is intended that the Fund shall be a component part of the Foundation and not a separate trust, and that nothing in this agreement shall affect the status of the Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code, as amended, or as an organization which is not a private foundation within the meaning of Section 509(a) of the Code. This agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. The 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 foregoing intention. References herein to provisions of the IRC, as amended, shall be deemed references to the corresponding provisions of any future IRC.

Indemnity. The Fund Founder(s) and Advisor(s) hereby agree to indemnify and hold harmless the Foundation against any liability, cost, or expense which the Foundation may incur by reason of its acting upon instructions or recommendation given to the Foundation by any of the aforementioned or any other persons authorized to make recommendations with regard to the Fund.

Variance Power. It is understood that this Fund is subject to the provisions of the Bylaws of the Foundation, including the Variance Power. Specifically, if a donor restriction has become unnecessary, incapable of fulfillment, or inconsistent with the needs of the community, the community foundation may modify it (restrictions) through the exercise of the variance power. To the extent practicable or feasible, Community Foundation of Acadiana shall distribute charitable grants from the Fund that are consistent with the original Donor's(s') charitable and philanthropic interests.

Acknowledgement of Charitable Donations on Behalf of the Fund. The Foundation will acknowledge (by letter) all tax-deductible contributions to the Fund in accordance with the guidelines established by the Internal Revenue Service.

Fundraising. The Foundation may, under certain limited circumstances, agree to provide administrative support for fundraising activities for a Fund. If fundraising is considered, a Fiscal Sponsorship Agreement may be more suitable.

Advisor(s) to the Fund (if applicable). One or more Advisors can make appropriate recommendations on investments and grant distributions from the Fund. Distributions shall be made by the Foundation after receiving and approving advice in writing from an Advisor. Grant recommendations shall be advisory and the Foundation shall not be bound by such recommendations. All correspondences from the Foundation – including fund statements, grant letters and/or other information – will be sent to Primary Advisor 1 (unless otherwise stipulated). If there is a conflict regarding any recommendation(s), the Foundation will generally consider that of Primary Advisor 1. (The Foundation may also consider a recommendation by a majority of advisors as an effective recommendation for consideration.) Primary advisors can be named, added and changed by the Fund Founder(s) at any time. If you desire a committee structure to advise this Fund, please discuss with Foundation staff.

Grant Making. Once approved, grants can be made to any U.S. 501(c)(3) public nonprofit entities, churches, or schools recognized by the IRS – regardless of geography. Grants are made from the Fund in the name of the Fund (i.e. name of the Fund is on the grant checks). Cover letters accompany grant checks. Grants are typically 'public' to the donor(s) and the recipient organization; further, donor(s) can also choose to receive grant checks for presentation. If the Fund is not anonymous, particular grants can be made anonymously at the direction of the advisors. Founders, advisors, donors and related parties are prohibited from receiving any goods or services that are considered more than incidental in consideration of any grants.

Publicity of Fund. Fund name will appear in promotional materials (e.g. Web site; annual reports; etc.), unless otherwise stipulated. Fund balances are never made public.

Signatures

The Parties to this Agreement are qualified charitable organizations as defined above and have a common interest in the welfare of our region and in serving charitable, educational, scientific, literary or religious purposes (or any combination thereof) for the benefit of our region.

AGENCY:

FUND FOUNDER (SIGNATURE)

NAME (PRINT)

DATE

(OPTIONAL) FUND FOUNDER (SIGNATURE)

NAME (PRINT)

DATE

**COMMUNITY FOUNDATION
OF ACADIANA:**

CFA EXECUTIVE DIRECTOR

NAME (PRINT)

DATE

For Foundation Use Only

Division _____ Class _____ Type _____ Sub-type _____