

**The** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Fund**

**(A Donor Advised Fund of the Community Foundation of Central Georgia, Inc.)**

**Gift:** I, the undersigned, do hereby irrevocably transfer and donate to the Community Foundation of Central Georgia, Inc. (hereafter referred to as Community Foundation or Foundation) the following sum of money or described gift:

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

**Fund:**  It is my desire that this gift shall be known as

“The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fund”

of the Community Foundation of Central Georgia, Inc. (the “Fund”). I or others may add gifts to the Fund at any time. The Foundation will hold and administer all property of the Fund in accordance with this Agreement and the governing instruments and written policies of the Foundation and any future amendments to the instruments and policies of the Foundation, all of which are hereby incorporated by reference. The Fund shall be a component part of the Foundation and not a separate trust. In accordance with law, the Foundation shall have the power to modify any restriction of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the Foundation (without the approval of any trustee, custodian, or agent) such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served. The Fund shall be the property of the Foundation owned in its normal corporate capacity. In such capacity the Foundation shall have the ultimate authority and control of all property of the Fund and the income derived from it.

**Intent:** It is intended 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 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 carry out this intent. 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 to the Internal Revenue Code shall be deemed references to the corresponding provisions of any future law.

**Continuity:** It is intended that 100 percent of the Fund be invested for total return. I desire that the fund grow over an extended period of time, but I also desire that grants be regularly made from the Fund and intend periodically to recommend grants from the fund. Presently, it is the policy of the Board to distribute 4% annually from endowed funds, which is calculated using a 20-quarter rolling average of the fund’s balance.

**Charitable Beneficiaries**: The Fund shall be used only for charitable purposes as defined in §501(c)(3) of the Internal Revenue Code and under Georgia law. Distributions from the Fund may not be used to fulfill any preexisting pledge or for any private benefit for donor(s), Fund advisor(s), or any related party, including personal grants, loans, compensation, reimbursements, and other similar payments. In addition, distributions may not be used for political contributions, lobbying, or to support political activities.

**Donor Recommendations:** This is to be a “Donor Advised” fund. I and my successors will have the privilege to make suggestions to the Community Foundation concerning disbursements from the Fund. However, I understand that the decision of the Board of Directors of the Community Foundation as to any such disbursements shall be final and conclusive, and my suggestions shall not have any binding effect upon the Community Foundation.

I may designate in writing a successor or successors to advise the Foundation when I am no longer able or desire to do so. Such successor(s) may in turn designate a successor. If neither I nor any successor advisor makes suggestions to the Foundation regarding grants from the Fund for three consecutive years, the Foundation may deem that no one has an interest in advising with respect to the Fund, and may terminate such advisory rights after written notice to me or the last designated successor advisor at the last known address. When it ceases to qualify as a donor advised fund, the Fund will continue as a named fund within the Foundation, and may be used for any charitable purpose designed in this Agreement, or, if no specific charitable purpose is designated, then for any charitable purpose in the discretion of the Foundation.

**Publicity:** I authorize the Community Foundation to publish this named fund on its website and in its other publications.

**Fees:** As compensation for its services, the Foundation shall receive those fees which it customarily charges for services of a similar nature. They will be calculated and paid quarterly. In addition to actual investment management fees, an annual administrative fee will be calculated as follows:

Market Value of Fund Administrative Fee

First $500,000 100 basis points (1.00%)

Next $500,000 50 basis points (0.50%)

Next $9,000,000 25 basis points (0.25%)

Next $25,000,000 10 basis points (0.10%)

>$35,000,000 5 basis points (0.05%)

Each credit card contribution will incur a processing fee, which represents CFCG's actual cost and will be charged to the fund.  The fee is currently 2.598% plus $0.26 per transaction.

IN WITNESS WHEREOF, I have set my hand and seal, and the Community Foundation has caused this agreement to be executed by its duly authorized officer on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

DONOR: COMMUNITY FOUNDATION OF

CENTRAL GEORGIA, INC.

By By

Kathryn H. Dennis, President