

**AGREEMENT ESTABLISHING THE  
\_\_\_\_\_ FUND**

**THIS AGREEMENT** has been made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Fayetteville Community Foundation, Inc., hereinafter referred to as “FCF” and (Name of Donor(s)), hereinafter referred to as the “Donor”.

**WITNESSETH**

**WHEREAS**, the Donor, in furtherance of their charitable purposes, deem it to be in the best interest to create a charitable fund to aid and assist said Donor in carrying out their charitable purposes; and

**WHEREAS**, the Donor believe that FCF, a not-for-profit Arkansas Corporation exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, is the appropriate institution within which to establish said charitable fund; and

**WHEREAS**, FCF is willing and able to create such a fund as a distribution fund of the FCF, subject to the terms and conditions hereof;

**NOW, THEREFORE**, the parties agree as follows:

- 1. TRANSFER AND ACCEPTANCE OF ASSETS.** The Donor irrevocably gives, delivers, transfers and assigns to FCF all of its rights, title and interest in and to the assets gifted for the purpose of forming a distribution fund (the “Fund”) within the FCF, said Fund to be held and administered for the charitable purposes set forth in this Agreement. Upon transfer, the funds are under the exclusive legal control of the Community Foundation.
- 2. TERMS AND CONDITIONS OF TRANSFER.** In accordance with the Articles of Incorporation and By Laws establishing and governing FCF, the following directions shall apply with respect to the assets of the Fund hereby created:

**(a) Charitable Purposes.**

This fund shall be used to support general charitable, educational and religious purposes.

**(b) Name of the Fund.**

The Fund shall be known as the \_\_\_\_\_ Fund.

**(c) Manner of Distribution.** All amounts distributable, in accordance with subparagraph (d) below, shall be available for distribution in furtherance of the charitable purposes of the Fund. Any Advisors shall regularly make recommendations to the Board of Directors of FCF regarding grants to be paid from the Fund. Final approval of any such recommendations rests with the Board of Directors of FCF.

**(d) Amount of Distribution.** All of the net assets of the Fund shall be available for distribution in furtherance of the charitable purposes of the Fund.

**(e) Advisors.** The Advisors shall be composed of those listed on Exhibit A. Upon the death or resignation of an Advisor, the vacancy will be filled by the selection of the remaining Advisors. If the Fund continues beyond the lives of the named Advisors, or if the named Advisors shall for a period of three (3) consecutive years fail to make recommendations to the Board of Directors of FCF, the Fund will be continued as a named fund but all distributions shall be made by the Board of Directors of FCF in furtherance of the charitable purpose of the Fund without the advice of the Advisors.

**(f) Additional Funds.** Any person, whether an individual, corporation, trust, estate, or organization may make a gift to FCF for the purposes of the Fund by a transfer to FCF designated in whole or part for the Fund. The Board of FCF may from time to time make additions to the Fund from money or property available to it.

**(g) Continuity.** It is intended that the Fund herein established shall continue for so long as the need thereof exists and money or property is available in the Fund for its purposes. Furthermore, the Board of Directors of FCF retains the right to modify any restriction or condition on the distribution of funds if in the sole judgement of the Board of Directors such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served. If the Fund is terminated for any reason, any money or property remaining therein shall be devoted to the entity and for the purposes which, at the discretion of the Board of FCF, most nearly fulfill the original intent of the Fund.

**3. CONDITIONS FOR ACCEPTANCE OF FUNDS.** The Donor agree and acknowledge that the transfer herein provided for, and the establishment of the Fund herein created, are made in recognition of, and subject to, the terms and conditions of the Articles of Incorporation and By Laws of FCF as may be amended from time to time and the requirements of Section 501(c)(3) of the Internal Revenue Code as it relates to FCF, and the Fund shall be at all time subject to such terms and conditions; provided, however, that no such amendment shall alter the provisions of this

agreement respecting the purpose of the Fund and/or the manner of distribution of the Fund.

4. **FEES AND EXPENSES.** It is understood that the Fund may be charged regularly for a proper allocation of direct and indirect expenses attributable to the administration and management of the Fund and its assets. The fees charged by FCF shall be assessed by the Board of Directors of FCF in accordance with the established policies and fee schedules which the Board of Directors of FCF sets from time to time.
  
5. **REPRESENTATION OF THE FAYETTEVILLE COMMUNITY FOUNDATION.** FCF represents to the Donor and all other Donor to the Fund that it has received a ruling from the Internal Revenue Service that it is a publicly supported organization as described in Section 170 (b)(1)(A)(vi) and 509(a)(1) of the Internal Revenue Code and that the ruling has not been expressly or impliedly revoked.
  
6. **MODIFICATION OF AGREEMENT.** Terms of this Agreement may be modified in writing by mutual agreement of the Board of Directors of FCF and the Donor.

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

DONOR

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Donor

DONOR

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Donor

FAYETTEVILLE COMMUNITY FOUNDATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Becky Brink, President/CEO

Accepted by the Fayetteville Community Foundation Board of Directors on \_\_\_\_\_.

EXHIBIT A

\_\_\_\_\_ FUND ADVISORS

Donor Advisor  
Second Advisor (if any)  
Third Advisor (if any)  
ETC.