

DONOR ADVISED FUND AGREEMENT

I/We, the undersigned, hereby establish the _____ **Fund** (hereinafter called “the Fund”) as a component fund of *The Community Foundation of Greater Rome, Inc.*, a nonprofit corporation and community foundation formed under the laws of the State of Georgia (hereinafter call “the Foundation”).

ADMINISTRATION

I/We or others may add gifts to the Fund at any time. All contributions to the Fund shall be subject to the terms of this agreement. The Foundation will hold and administer the Fund in accordance with this agreement and the provisions of the governing instruments and written policies of the Foundation as amended from time to time.

The Fund shall be the property of the Foundation, owned by it 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 for the charitable purposes set forth in the Foundation’s Bylaws, but always subject to the direction of the donors consistent with this agreement.

GRANT DISTRIBUTIONS AND CONTINUITY

It is my/our intention that the Fund stay in existence for a long period of time. I/We desire that the Fund be invested according to the policy of the Foundation and that distributions from the Fund be made at a level deemed sustainable by the Foundation.

The continuity policy of the Fund may be amended via written communication from the Fund Advisors to the Foundation.

PRIVILEGE OF RECOMMENDATION

I/We reserve the right to have the Fund Donor(s) (“Donors”) designated in Exhibit A, Section One, attached hereto, make recommendations of the grants that are distributed from the Fund. The Donors may choose whether or not to make a charitable distribution in any given year. Likewise, the Donors may request distributions in excess of the recommended spending policy. Such requests will be granted by the Foundation if it concludes that such distribution is neither unreasonable nor inconsistent with the charitable purposes and objectives of the Foundation or the continuity objective of the Fund.

I/We understand that the Foundation reserves the right to make the final decision regarding distributions from the Fund.

ADVISORY PROCEDURE

Whenever two persons are eligible to be Donors, they shall act by unanimous consent; whenever more than two persons are eligible to be Donors, then a grant recommendation by a majority of such persons shall constitute an effective recommendation for consideration by the Foundation. All recommendations must be made in writing to the Foundation.

Upon the death(s), resignation(s) or incapacity to serve of the original Donors to the Fund, the successor Donors shall be those designated in Exhibit A, Section Two, attached hereto. If those successors are unable or unwilling to serve and no other successor plans are currently in place, the Foundation may name an alternate Donor or may use the principal and income from the Fund for its general and charitable purposes as set forth in the Bylaws. In the event of that occurrence, the Foundation will be guided by the continuity wishes I/we express in this document and in any subsequent communications regarding the continuity of the Fund.



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DISSOLUTION

In the event that the Foundation determines that the charitable purposes of the Fund can no longer be fulfilled, or that the Donors and/or their duly appointed successors cease to make recommendations to the Foundation pursuant to the terms of this agreement, the Foundation shall use the principal and income from the Fund for its general and charitable purposes as set forth in the Bylaws.

Further, if the Donors no longer wish for the Fund to be managed by the Community Foundation, they may recommend that the Fund be transferred, in its entirety, to one or more charitable organizations. I/We understand that the Foundation reserves the right to make the final decision regarding the dissolution and distribution of the Fund.

FEES

I/We agree to the fee schedule as outlined in the Support Fees and Minimums policy. I/We understand that the fee schedule is subject to modification and may be increased or decreased at the sole discretion of the Foundation's Board of Directors. I/We agree to be bound by the most current schedule of fees published by the Foundation.

FOUNDATION SUSTAINER

I/We agree to gift _____ % of our initial gift to sustain the Foundation.

INCORPORATION OF POLICIES

I/We have received a copy of the Policies of the Community Foundation and agree to their incorporation as a part of this agreement. In addition, I/we agree to be bound by any such changes as the Community Foundation Board may make to the Policies from time to time.

I/We authorize / do not authorize the Foundation to publish this Fund's name in its annual report and other publications.

Yours truly,

DATE: / /

DATE: / /

Accepted this _____ day of _____, _____.

Ashley N. Garner

Executive Director, The Community Foundation for Greater Rome



DONOR ADVISED FUND AGREEMENT

EXHIBIT A DONORS TO THE FUND

The

Fund

SECTION ONE: DONORS

1.	Name	Phone	Email	
	Address	City	State	Zip

2.	Name	Phone	Email	
	Address	City	State	Zip

3.	Name	Phone	Email	
	Address	City	State	Zip

4.	Name	Phone	Email	
	Address	City	State	Zip

All recommendations must be made in writing to the Community Foundation.

Whenever more than two persons are eligible to be Donors, then a recommendation by a majority of such persons shall constitute an effective recommendation for consideration by the Community Foundation. *The individual designated with an (*), above, is authorized to make the request under his/her individual signature.* Upon receipt of such request, it shall be assumed by the Community Foundation that due consideration of the recommendation was made by all eligible parties.

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SECTION TWO: SUCCESSOR DONORS

Upon the death(s), resignation(s) or incapacity to serve of the original Donors to the Fund, the successor Donors shall be those designated below. If those successors are unable or unwilling to serve, I/We or the last eligible original Donor, in that order, may name an alternate Donor.

1.	Name	Phone	Email
	Address	City	State Zip

2.	Name	Phone	Email
	Address	City	State Zip

3.	Name	Phone	Email
	Address	City	State Zip

4.	Name	Phone	Email
	Address	City	State Zip

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DATE: / /

DATE: / /

Accepted this _____ day of _____, _____.

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Ashley N. Garner,
Executive Director, The Community Foundation for Greater Rome



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FUND CREATION

Initial gift to establish a fund: \$

Check made payable to The Community Foundation For Greater Rome.

Securities (Please complete the *Securities Transfer Letter*)

Publicly traded Privately held Restricted*
Wire*
Other*

Please describe the gift (credit card, personal property, real estate, testamentary):

**Additional information will be required. Please contact The Foundation at 706.728.3453.*

COMMUNITY IMPACT FUND

The Community Impact Fund is a permanent charitable resource that grows through your support and provides invaluable Funding to local nonprofit organizations. When you give to the Community Impact Fund, you are helping to meet the needs of our Community today and for years to come by supporting Greater Rome in perpetuity.

I would like to make an additional gift to the Community Impact Fund:

\$

GRANTMAKING

Each grant made from an advised fund is mailed with a custom grant award letter.

Specify below how you would like the name(s) of the fund advisor(s) to appear in the custom grant award letter:

For example: Mr. and Mrs. Mark Smith, Jane and Mark Smith, The Smith Family

Please make all grants from the fund anonymous. Note: Anonymity can be customized on a grant by grant basis.

ACKNOWLEDGEMENT BY NONPROFITS

Mail the community foundation receives for the fund will not be forwarded. However, the organizations that have received grants may wish to send information to you directly. Please indicate your contact preference for the custom grant letter (*select one*):

Provide my home address.

Provide my business address.

Do not provide my address.

**TOTAL GIFT TO THE
COMMUNITY FOUNDATION
FOR GREATER ROME:**

\$

QUESTIONS? Contact agarner@cffgr.org or call 706.728.3453

