

## **DONOR ADVISED FUND AGREEMENT**

THIS AGREEMENT is made on \_\_\_\_\_ 2010 between \_\_\_\_\_ ("the Donor"), and The Community Foundation of Decatur/Macon County, an Illinois not-for-profit corporation ("the Foundation")

The DONOR has heretofore transferred to the Foundation cash or securities ("the initial property"), which shall be held and disposed of in accordance with the following provisions:

1. The initial property shall be held in a pooled income fund by an Illinois banking institution unless and until determined otherwise by the Foundation, and shall be managed under the supervision of the Investment Committee of the Foundation.
2. The initial property shall be allocated to an Advised Fund to be established at the office of the Foundation and designated as the \_\_\_\_\_ Fund.
3. The Fund shall consist of the initial property allocated thereto, such additional property as may from time to time be transferred to the Foundation by the Donor for inclusion in the Fund, such additional property as from time to time may be received by the Foundation from any other source and accepted by it for inclusion in the Fund, and all earnings from the Fund.
4. Charitable distributions from the \_\_\_\_\_ Fund shall be made as determined by the Foundation's Board of Directors after consulting with or receiving the advice or written recommendations of the Donor.

In accordance with the provision of the Internal Revenue Code, which governs community foundations, such advice and recommendation will be solely advisory, and the Foundation will not be bound by such advice or recommendations.

5. The Donor shall be the Advisor with respect to the Fund, and may name alternate advisors. At the death of the Advisor, the Fund as then constituted shall be distributed in accordance with the above described policy of the Foundation with respect to the distribution of Advised Funds, except the Board of Directors of the Foundation shall first give consideration to advice from any alternate advisors.

6. At the time of this writing, or in the foreseeable future, the Foundation will charge no fee against this fund. However, the Foundation reserves the right to charge directly against any fund appropriate fees for the investment and management of the fund, and to remit those fees to itself and its agents in accordance with their respective responsibilities. In accordance with that policy, an annual fee of up to 1% may be charged against the Fund on an annual basis.
7. The Fund will be the property of the Foundation, wholly owned by it in both its legal and beneficial capacities. The Fund shall not be deemed a trust fund in a trustee capacity and may be commingled with other funds held for similar purposes. The Foundation in its fiduciary capacity shall have ultimate authority and control over all property in the Fund and the earnings therefrom, in accordance with the Articles of Incorporation and Bylaws of the Foundation (as they may be amended from time to time), with the terms of this Agreement applied in a manner not inconsistent with said Articles and Bylaws.
8. 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 of 1986 as from time to time amended ("the 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 in a manner consistent with the foregoing objectives and so as to conform to the requirements of the aforementioned provisions of the Code and any regulations issued pursuant thereto. In order to implement those objectives, the Foundation may amend the terms of this Agreement at any time or times to comply with the requirements of those provisions and the provisions of any other applicable law or government regulation.

IN WITNESS WHEREOF the Foundation by its duly authorized officer  
and the Donor have signed this Agreement on the day and year first above written.

The COMMUNITY FOUNDATION of Decatur/Macon County,  
Illinois

By \_\_\_\_\_  
as its

\_\_\_\_\_  
The Donor

\_\_\_\_\_