

SAMPLE

_____ **DONOR ADVISED FUND**
OF THE
EAST TEXAS COMMUNITIES FOUNDATION

1. **Agreement** - This agreement is made on this date of _____ between _____ (the “Donor”) and East Texas Communities Foundation, a Texas nonprofit corporation (the “Foundation”).
2. **Fund Name** - The Donor hereby contributes the assets listed in Addendum I to the Foundation to establish a Donor Advised Fund to be known as the _____ Donor Advised Fund (the “Fund”).
3. **Distributions** - Distributions from the Fund shall be made from: (select one) ____ income only, or ____ both income and principal. Distributions shall be made only to public charities as defined in Section 170(b)(1)(A) of the Internal Revenue Code (i.e., churches, schools, hospitals, government entities, and publicly supported 501(c)(3) organizations). The Foundation defines income as 5% of the value of the Fund as of the preceding December 31.
4. **Ownership and Administration** - This contribution is irrevocable and the Foundation shall be the sole and exclusive owner of the Fund. The Fund shall be administered in accordance with the Foundation's Articles of Incorporation, Bylaws and Policy for Donor Advised Funds, as amended from time to time, copies of which shall be provided to the Donor upon request.
5. **Recommendations** - The Donor, or any person properly designated by the Donor, may make recommendations to the Foundation regarding the investment and/or distribution of the Fund. However, such recommendations are advisory only, and the Foundation shall not be bound by such recommendations.
6. **Succession** - Upon the Foundation’s receipt of notice of the resignation, incapacity, or death of the Donor, the first person listed as Successor Donor Advisor in Addendum II who is then living and willing shall serve as Successor Donor Advisor to the Fund. The Successor Donor Advisor shall be authorized to make recommendations regarding investment of and distributions from this Fund, and shall assume all authority of the Donor regarding naming Successor Donor Advisors to the Fund. Upon the resignation, incapacity, or death of the Successor Donor Advisor, if he /she has not signed a new Addendum II naming Successor Donor Advisors, the next person who survives the Successor Donor Advisor on the most recent Addendum II shall serve as Successor Donor Advisor.
7. **Remainder** - In the event there is no properly designated Donor Advisor or Successor Donor Advisor to the Fund, and no other designation has been made, any remaining balance shall be transferred to the Unrestricted Charitable Fund of the East Texas Communities Foundation. In lieu of the Unrestricted Charitable Fund, any remaining fund balance shall be transferred to _____.
8. **Pledges and Benefits** - No distribution from the Fund shall be made to satisfy a written pledge or legal obligation of the Donor or any other person, and neither the Donor nor any other person may receive any benefit or privilege (such as gifts or tickets to events) in return for a distribution from the Fund.

DONOR:

EAST TEXAS COMMUNITIES FOUNDATION:

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By: _____
Kyle Penney, President

Board approved: May 30, 2007

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ADDENDUM I

DONOR ADVISED FUND AGREEMENT

Dated _____

**Initial Transfer of Assets
and Initial Investment**

Initial Transfer of Assets

The Donor transfers the following assets to the East Texas Communities Foundation to establish the
_____ Donor Advised Fund:

Initial Investment

The Donor(s) recommend that the funds be initially invested in the (select one)

- _____ Conservative Fund
- _____ Moderate Fund, or
- _____ Growth Fund.

Donor:

Foundation:

Kyle Penney, President

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ADDENDUM II

DONOR ADVISED FUND AGREEMENT

Dated _____

Designation of Successor Donor Advisors

Successor Donor Advisors

The Donor hereby designates (and revokes any prior designation) _____ to serve as Successor Donor Advisor to the Fund after the resignation, incapacity, or death of the Donor, if he/she is living and willing to serve, and if not, the Donor appoints _____ to serve as Successor Donor Advisor to the Fund after the resignation, incapacity, or death of the Donor, if he/she is living and willing to serve, and if not, the Donor appoints _____ to serve as Successor Donor Advisor to the Fund after the resignation, incapacity, or death of the Donor. The Successor Donor Advisor shall have all the authority of the Donor Advisor, including the authority to recommend investment of the Fund, to recommend grants from the Fund and to name and change Successor Donor Advisors to the Fund.

DONOR:

Date: _____