



1340 13th Street
Columbus, GA 31901-2345
706-320-0027 • www.cfcv.com

DONOR ADVISED ENDOWED FUND AGREEMENT

The undersigned donor(s) (hereinafter, "Donor"), hereby establish the _____
_____ Fund (hereinafter called "the Fund") as a component fund of the
Community Foundation of the Chattahoochee Valley, Inc., a nonprofit corporation and community
foundation formed under the laws of the State of Georgia ("the Community Foundation").

Administration: The Donor or others may add gifts to the Fund at any time. All contributions to this Fund are irrevocable and shall be held and administered by the Community Foundation pursuant to the terms of this agreement and the provisions of its governing instruments and policies and procedures, and Georgia's Uniform Prudent Management of Institutional Funds Act, all as amended from time to time.

The Community 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 Community Foundation's Bylaws ("Bylaws").

Continuity and Grant Distributions: It is Donor's intention that the Fund stay in existence in perpetuity. Donor desires that the Fund be invested according to the policy of the Community Foundation and that distributions from the Fund be made at a level deemed sustainable by the Community Foundation.

The Community Foundation has absolute authority and discretion as to the investment of the Fund's assets. The Community Foundation may commingle the assets in the Fund with other assets held by the Community Foundation, but the Community Foundation will maintain detailed accounting records specifically identifying the portion of the investments and income of the Community Foundation that are properly allocable to the Fund.

Privilege of Recommendation: Donor reserves the right to have the Fund Advisor(s) ("Advisors") designated in **Exhibit A, Section One**, attached hereto, make recommendations of the grants that are distributed from the Fund. The Advisors may choose whether or not to recommend a charitable distribution in any given year. Similarly, the Advisors may at any time request distributions above and beyond the regularly determined distribution amount. The Community Foundation will, in its sole and absolute discretion, grant such a request if it concludes that such distribution is neither unreasonable nor inconsistent with the charitable purposes and objectives of the Community Foundation and the Fund.

Donor understands that the Community Foundation reserves the right to make the final decision regarding distributions from the Fund.

Advisory Procedure: Whenever two persons are eligible to be Advisors, they shall act by unanimous consent; whenever more than two persons are eligible to be Advisors, then a grant recommendation by a majority of such persons shall constitute an effective recommendation for consideration by the Community Foundation. In the case of multiple Advisors, a single spokesperson must be identified.

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

Upon the death(s), resignation(s) or incapacity to serve of the original Advisors to the Fund, the successor Advisors 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 Community Foundation may name an alternate Advisor 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 Community Foundation will be guided by the continuity wishes Donor expresses in this document and in any subsequent communications regarding the continuity of the Fund.

Variance Power and Grantmaking Activation: Donor understands that the Fund will be subject to the provisions of the Bylaws and Operating Policies of the Community Foundation, including the power reserved by the Community Foundation's Board of Trustees (the "Board") to modify any condition or restriction on the distribution of funds if in its sole judgement such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the area served by the Community Foundation.

In the event that the Community Foundation determines that the charitable purposes of the Fund can no longer be fulfilled, or that the Fund becomes inactive, the Community Foundation shall use the principal and income from the Fund for its general and charitable purposes as set forth in the Bylaws.

Funds are considered to be active when they meet the criteria outlined in "Special Policies for Donor Advised Funds" in the Community Foundation's Operating Policies. If a Fund is deemed to be inactive, with gift and/or grant activity stopping for more than a three-year period, steps will be taken by the Community Foundation to activate the Fund. These steps may include such activities as:

- Notifying the Fund Advisor(s) regularly and periodically (for example, three times over a period of a year) to encourage the Fund Advisor(s) to activate the Fund.
- Distributing grants from the Fund to qualified grant recipients that align with donor intent. However, if the Community Foundation determines such intent is obsolete, incapable of being fulfilled, impractical, or inconsistent with the community's charitable needs, then the Community Foundation will exercise its variance power as outlined above to enable the Community Foundation to continue to use its resources to meet the needs of the community and to address the charitable purposes for which the Funds were committed.
- Re-allocating the Fund balance to the Community Foundation's Community Endowment Fund or issuing the balance as a charitable grant to a qualified recipient.

Fees: Donor agrees to the fee schedule as outlined in the Community Foundation Policy Statement. Donor further acknowledges that the fee schedule is subject to modification and may be increased or decreased at the sole discretion of the Board and Donor agrees to be bound by the most current schedule of fees published by the Community Foundation.

Incorporation of Policies: Donor acknowledges receipt of a copy of the Operating Policies of the Community Foundation and agrees to their incorporation as a part of this agreement. In addition, Donor agrees to be bound by any changes the Board may make to the Policies from time to time.

Indemnity: In consideration of the Community Foundation's creating a Fund at Donor's request, Donor agrees to indemnify and hold harmless the Community Foundations, the Board, its officers and other representatives, against any liability, cost or expense that the Community Foundation may incur by reason of its acting upon recommendations given to the Community Foundation by any of the Fund's eligible Advisors. Further, with regard to specific grant distributions made by this Fund to qualified organizations for their charitable purposes, the Community Foundation shall have no duty to confirm that such distribution is so expended.

Entire Agreement and Governing Law Provisions: This Agreement constitutes the entire agreement between Donor and the Community Foundation relating to the subject matter hereof. All prior negotiations, communications, representations, and understandings are ineffective and are superseded by this Agreement. The construction and operation of this Agreement shall be governed by the laws of the State of Georgia.

Level of Fund Anonymity: Donor ____authorizes / ____does not authorize the Community Foundation to publish this Fund's name in its annual report and other publications.

Yours truly,

Date _____

Date _____

Accepted this _____ day of _____, _____.

The Community Foundation of the Chattahoochee Valley, Inc.

By _____

Betsy W. Covington, President and Chief Executive Officer



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Exhibit A Advisors to the Fund

THE _____ FUND

Section One: Original Advisors

The individual designated with an (*), below, is considered to be the spokesperson for the Advisors and is authorized to make recommendations under his/her individual signature.

1.	_____	_____	_____	_____
	Name	Phone	E-mail	
	_____	_____	_____	_____
	Address	City	State	Zip Code
2.	_____	_____	_____	_____
	Name	Phone	E-mail	
	_____	_____	_____	_____
	Address	City	State	Zip Code
3.	_____	_____	_____	_____
	Name	Phone	E-mail	
	_____	_____	_____	_____
	Address	City	State	Zip Code
4.	_____	_____	_____	_____
	Name	Phone	E-mail	
	_____	_____	_____	_____
	Address	City	State	Zip Code

Section Two: Successor Advisors

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

1.	_____	_____	_____	_____
	Name	Phone	E-mail	
	_____	_____	_____	_____
	Address	City	State	Zip Code
2.	_____	_____	_____	_____
	Name	Phone	E-mail	
	_____	_____	_____	_____
	Address	City	State	Zip Code
3.	_____	_____	_____	_____
	Name	Phone	E-mail	
	_____	_____	_____	_____
	Address	City	State	Zip Code

4. _____
Name Phone E-mail

Address City State Zip Code

_____ Date _____ Date _____

Accepted this _____ day of _____, _____.

The Community Foundation of the Chattahoochee Valley, Inc.

By _____
Betsy W. Covington, President and Chief Executive Officer