

NAPA VALLEY

COMMUNITY FOUNDATION

DESIGNATED FUND AGREEMENT

This Agreement is made on _____[month/date/year], by and between _____(the "Donor"), and the Napa Valley Community Foundation, a California nonprofit public benefit corporation, located at 3299 Claremont Way, Suite 2, Napa, CA (the "Foundation"). The Donor agrees to create and maintain with the Foundation a **Designated Fund** ("the **Fund**") under the following terms and conditions:

1. The **Fund** shall be known as The _____**Fund**, and shall be identified as such by the Foundation and its Board of Directors (the "Board") in the course of administration and distribution thereof.

2. The Foundation acknowledges receipt of _____as the initial contribution to the **Fund**. It is anticipated by all parties to this agreement that from time to time other assets acceptable to the Foundation may be donated to the **Fund**. If contributions other than cash are made to the **Fund**, such contributions must first be approved by the Foundation. All additional contributions shall be administered and distributed in accordance with the terms and conditions of this Agreement.

3. The **Fund** shall be designated for the support of _____, a nonprofit public benefit corporation located at _____, and distributions from the **Fund** shall be paid and distributed at least once per year to this organization at the discretion of the Board of Directors of the Foundation.

4. It is understood and agreed by all parties that all assets contributed to the **Fund** shall become an irrevocable gift to the Foundation and legal control and responsibility for the **Fund** rests with the Foundation. In carrying out such responsibilities, the Foundation shall hold, manage, invest, and reinvest the **Fund**, and shall collect the income and shall pay and disburse monies from the **Fund** for public, education and charitable uses and purposes in accordance with this Agreement and the policies of the Foundation.

5. The undersigned acknowledge that the Board of the Foundation has the power and the duty to modify any restriction or condition on the distribution of funds for any specified charitable purpose or organization, if, in the sole judgment of the Foundation's Board, without approval of any participating trustee, custodian or agent, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs designated.

6. The Foundation shall assume responsibility for check writing, bookkeeping, investment management, tax reporting, auditing and evaluation of projects, and furnishing to the Donor, quarterly reports of all **Fund** income and expenses. Net income (defined as interest, dividends and capital growth less investment management fees) shall accrue to the **Fund**. It is understood that all income and capital gains/losses will be allocated to the **Fund** monthly. The Foundation may hold up to five percent (5%) of **Fund** assets in cash at any one time.

7. It is understood that the Foundation will charge an annual administrative fee of 1% of the balance of the **Fund**. The fee will be assessed monthly. The minimum annual administrative fee will be \$500.

8. This Agreement may be amended only by an agreement in writing approved by a majority of the Board of Directors of the Foundation and the undersigned Donor. No amendment shall be allowed which is inconsistent with or jeopardizes the Foundation's status as an organization described in the Internal Revenue Code sections 170 (c) and 501(c)(3), as amended.

IN WITNESS WHEREOF, the Foundation and the Donor have caused this Agreement to be executed as of the date written above:

By: _____

Signature: _____

Address: _____

Phone: _____

Fax: _____

The Napa Valley Community Foundation,
a California non-profit public benefit corporation,

By: _____
Name

Signature

Its: _____

Foundation Representative