

NAPA VALLEY

COMMUNITY FOUNDATION

Donor Advised Foundation Agreement

This Agreement is made on _____[month/date/year], by and between _____, ("Donor") and Napa Valley Community Foundation, a California nonprofit public benefit corporation located at 3299 Claremont Way, Suite 2, Napa, California ("Foundation").

The Donor agrees to create and maintain with the Foundation, a **Donor Advised Foundation** ("the **Fund**") under the following terms and conditions:

1. The Fund shall be known as **The** _____ **Foundation**, and shall be identified as such by the Foundation and its Board of Directors 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**. Such additional contributions shall be appropriately acknowledged by the Foundation. 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. 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 moneys from the **Fund** for public, education and charitable uses and purposes in accordance with the recommendations submitted by the below designated Advisors, as long as such recommendations are in accord with the policies of the Foundation. It is understood that such recommendations shall be advisory only, will not be binding upon the Foundation and will not be the sole criteria used by the Foundation in determining whether to make distributions from the **Fund**.

4. The amount available for distribution from the **Fund** shall be calculated in August of each year, following the close of the Foundation's fiscal year on June 30. The calculation shall be based on the average ending balances of the **Fund** on June 30 of the three prior fiscal years, or if the **Fund** has not existed for three fiscal years, on the average ending balances of the **Fund** on June 30 for as many prior fiscal years as the **Fund** has existed. Currently, the Spending Policy of the Foundation is five percent of the average ending balances of the **Fund**, as calculated above. Distributions shall not commence until the **Fund** has been invested for one complete fiscal year – July 1 to June 30. Please note that the Foundation may change the Distribution Policy from time to time at its sole discretion.

5. Notwithstanding the foregoing, no distributions shall be made from the **Fund** if such Distributions shall have the effect of reducing the corpus of the **Fund**, where corpus is defined as the initial contribution plus any subsequent contributions made by the Designated Agency.

6. The Foundation acknowledges that the persons listed in Addendum A of this Agreement ("Advisors") shall have authority to make recommendations for grants from the **Fund**. It is understood that in the event that no Advisor is able and willing to act, the Foundation's Board of Directors shall make decisions without an Advisor. Any balance remaining in a **Fund** that no longer has an Advisor will progress to a permanent Legacy **Fund** bearing the name of the original Donor. Grants will be based upon the Donor's charitable intent.

7. The undersigned acknowledges 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.

8. 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.

9. It is understood that the Foundation will charge an annual administrative fee. The fee will be assessed monthly, based on the **Fund** balance as valued at the beginning and end of each month. The minimum required **Fund** balance is \$500.

- Minimum annual administrative fee	\$500
- On amounts between \$0 and \$1,000,000	2.00%
- On amounts between \$1,000,001 and \$2,000,000	1.50%
- On amounts between \$2,000,001 and \$3,000,000	1.25%
- On amounts between \$3,000,001 and \$5,000,000	1.00%
- On amounts between \$5,000,001 and \$10,000,000.	.75%

10. 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 undersigned have caused this Agreement to be executed as of the date written above:

By: _____

Name(s)

Signature(s)

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Donor(s)

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

By: _____

Foundation Representative

Title

Signature

Foundation

Addendum A

Advisors to Fund

Any Advisor may recommend distributions from the Fund. To do so, he or she will need to send written instructions to the Foundation.

Please provide the name, mailing address, e-mail address, and phone and fax number for each Advisor. (Applies only if the names or addresses are different than the names that appear on the signature page of this Agreement.)

Only the first Advisor listed will receive quarterly statements regarding the activities of the Fund.

1.

2.

3.

Successor Advisors to the Fund

The Donor may name one or more Successor Advisors to the Fund, who may include children or grandchildren. Successor Advisors may not name additional Advisors.

Please provide name, mailing address, e-mail address, and phone and fax numbers for each Successor Advisor.

1.

2.

3.