

NAPA VALLEY

COMMUNITY FOUNDATION

Memorial Fund Agreement

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

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

1. Name of Fund. The Fund shall be known as **The _____ Memorial Fund**, and shall be identified as such by the Foundation and its Board of Directors in the course of administration and distribution thereof.
2. Initial Contribution. The Foundation acknowledges receipt of _____ as the initial contribution to the **Fund**. Additional contributions may be made to the **Fund** from family, friends, colleagues and others who wish to honor the memory of the person named in Paragraph 1. All contributions shall be appropriately acknowledged by the Foundation and administered and distributed in accordance with the terms and conditions of this Agreement.
3. Fund Duration. The Fund shall exist for a period of six months (the "Term"), starting on the date of this Agreement. During the Term, no distributions shall be made from the Fund.
4. Fund Fees and Earnings. No administrative fees shall be charged to the Fund. The Fund shall be invested at the discretion of the Foundation, and any earnings shall be allocated to the Foundation rather than the Fund.
5. Charitable Distributions. At the end of the Term, thirty percent of the Fund balance shall be distributed to one or more of the Community Impact Funds listed on Addendum A, chosen by the Donor; and seventy percent of the Fund balance shall be distributed to up to ten qualified public charities recommended by the Donor, in amounts determined by the Donor. In the event that the Donor is not able or willing to provide such recommendations, or if such recommendations are not received within six months of the end of the Term, the Foundation's Board of Directors shall make decisions about charitable distributions without the Donor. All such distributions shall be made in memory of the person named in Paragraph 1.

6. Irrevocability. 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 Donor, 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**.

7. Variance Power. 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. Administration. The Foundation shall assume responsibility for check writing, bookkeeping, investment management, tax reporting, auditing and evaluation of projects, and furnishing to the Donor a report of **Fund** income and expenses within thirty days of the end of the Term.

9. Amendment. 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

Community Impact Funds

The Foundation conducts more than 200 site visits each year with local nonprofits. These site visits help the Foundation deeply understand current and prospective needs, opportunities, and funding gaps. By deciding to allocate a portion of the **Fund** to one or more of the Community Impact Funds, below, the Donor is helping the Foundation acquire additional resources to address important charitable projects in Napa County – projects that might otherwise not be possible. To see a list of sample projects, please visit www.napavalleycf.org and look for the “Stories of our Impact” link on the main home page.



Community Leadership Fund

Mission: To tackle some of our region’s most serious challenges through cutting-edge research; local forums and convenings; and strategic grantmaking and communications.



City Funds

Mission: To provide more resources to nonprofit programs in American Canyon, Calistoga and St. Helena and its surrounding communities.



Capacity Grants Funds

Mission: To help strengthen the organizational capacity of nonprofit organizations working in Napa County.



In School & Out of School Fund

Mission: To help children and youth (ages 3-24) succeed in school and improve their chances of becoming confident and contributing adults.



Strong Communities Fund

Mission: To help our County’s residents get their basic needs met and engage them in community life.



One Napa Valley Initiative Fund

Mission: To help Legal Permanent Residents in Napa County become citizens by expanding access to low-cost, legally-based application assistance and exam preparation services.