



**COMMUNITY
FOUNDATION**
OF HARFORD COUNTY

Community Foundation of Harford County
202 S. Main Street, P.O. Box 612
Bel Air, MD 21014
443.371.6062

DONOR ADVISED FUND AGREEMENT

THIS AGREEMENT ("Agreement") is made effective between the **COMMUNITY FOUNDATION OF HARFORD COUNTY, INC.**, a nonprofit Maryland corporation and community foundation ("Foundation"), and _____ ("Donor"), to create an endowed donor advised fund of the Foundation. All persons and organizations making contributions to this fund shall be bound by the terms of this Agreement.

- 1. Name of Fund:** The name of the fund created hereby is the _____ ("Fund").
- 2. Contributions:** Upon signing this Agreement, the Donor has transferred and delivered to the Foundation the property described in a schedule attached hereto as in Exhibit A and made a part of this Agreement, which shall constitute the Initial Contribution to start the Fund. The Fund is created and this Initial Contribution made for the purposes and uses and on the terms and conditions set forth in this Agreement. The Foundation shall have the right to accept subsequent contributions to the Fund from any source. Contributions by other parties shall be governed by this agreement or future amendments.
- 3. Property of the Fund:** This Fund shall be the exclusive property of the Community Foundation of Harford County and owned by it in its normal corporate capacity and shall not be deemed to be a trust fund held by it in a trustee capacity. The Foundation shall have the ultimate authority and control over the Fund and the income derived from it.

The Foundation acknowledges receipt of the Initial Contribution described above, and agrees to accept and administer the Initial Contribution and any subsequent contributions (hereinafter collectively referred to as "Contributions") to the Fund under this Agreement on the terms and subject to the conditions set forth in the Foundation's governing instruments, including its Articles of Incorporation and By-Laws, as amended from time to time, and any Resolutions, Policies and Procedures adopted by the Foundation.

This Agreement shall be interpreted in a manner consistent with the within expressed intentions and so as to conform to all the requirements of the federal tax laws and any regulations issued pursuant thereto applicable to the Foundation. The Foundation is authorized to retroactively amend the Agreement to (i) conform to the provisions of any applicable law or government regulation in order to carry out the provisions of the Agreement and (ii) protect the tax status of the Foundation.

4. **Investment Management:** The Foundation’s Board of Directors may delegate investment management of such assets to the Foundation’s committees, officers or employees, or to independent third parties under contract. Assets of the Fund may be comingled and invested together with others of the Foundation’s funds for investment purposes provided a reasonable method is applied for allocating to the Fund its proportionate share of total return.

Without restricting the Foundation’s investment decisions, the Donor recognizes and accepts that the Fund will be invested in a portfolio maintained by the Foundation that consists of a mix of equity and debt securities, alternative asset classes, money market, cash and equivalent, which the Foundation has designed with the intent to produce total return that will maintain the value of the Fund against the Consumer Price Index while permitting a reasonable annual distribution, net of fees, over the long term. The Donor recognizes and accepts that financial market volatility may result in available distributions significantly below original gift value.

5. **Purpose:** The Fund shall be used for the support of the charitable, scientific, or educational purposes as directed by the Foundation’s Board of Directors. The Fund shall be a donor advised fund within the Foundation to further the goals of the Foundation. All grants and other payments from the Fund will be made to such organizations, entities, and programs within the sole discretion of the Foundation’s Board of Directors to further the charitable purposes of the Fund. No distributions will be made to discharge or satisfy a legally enforceable pledge or obligation or to pay for goods or services of value for or to a nonprofit agency or Donor.

6. **Grant Recommendations and Designation of a Fund Advisor:** The Donor may appoint himself/herself or another individual as Fund Advisor to make periodic recommendations to the Foundation in respect to proposed charitable organizations to be considered for distributions from the Fund. Any and all grant recommendations made by the Advisor to whom the Donor has extended the privilege shall be considered only when received in writing by the Foundation. The recommendations of the Fund Advisor shall be advisory only and shall not limit the ultimate authority and control vested by law in the Foundation.

The Donor designates the following individual as sole advisors:

Name(s):

At such time as there is no Advisor willing and able to serve and recommend distributions from the Fund, distributions will be made at the discretion of the Foundation’s Board of Directors for the charitable programs, services, and activities in Harford County, Maryland **[in the field of interest of _____ (if field of interest)]**.

7. **Annual Distributions:** Distributions from the Fund shall be in accordance with the Spending Policy established by the Foundation’s Board of Directors and shall be paid and distributed at least annually.

8. **Administrative Fee:** The Fund will be charged regularly for a proper and reasonable allocation of direct and indirect expenses attributable to the creation and the usual and normal investment and other costs of management of funds of this type plus costs attributed to services to the Fund beyond normal and usual, if any. The administrative fee charged against the Fund shall be determined in accordance with the Foundation's Fund and Administrative Fee Policy. The fee assessed by the Foundation will be subject to increase or decrease as, in the discretion of the Board, conditions require.
9. **Variance Power:** This Agreement is subject to the Foundation's authority to vary the terms of the gift. Notwithstanding any provision contained herein to the contrary, the Foundation specifically retains the right to modify any restriction or condition regarding distributions from the Fund for any charitable purpose or to any organization, if, in the sole judgment of the Foundation's Board of Directors such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable purpose of the Foundation or contrary to the well-being of Harford County, Maryland.
10. **Continuity of the Fund:** If the Foundation dissolves, or ceases to hold or administer the Fund or otherwise to function under this agreement, the assets of the Fund, after payment or making provision for payment of any liabilities properly chargeable to the Fund, shall be distributed to such charitable organizations as the Foundation's Board of Directors may select, with primary consideration given to the stated purpose of the Fund.
11. **Foundation Activities:** The Foundation exclusively shall:
- (a) Manage the investment of the Fund in cooperation with appropriate fiscal managers;
 - (b) Complete appropriate distributions of income from the Fund;
 - (c) Publicize the establishment and ongoing activity of the Fund;
 - (d) Issue a summary of the Fund's financial activity, including assets held, investment return generated, distributions made, and contributions accepted on a yearly basis after the end of each calendar year;
 - (e) Evaluate, on a periodic basis, whether goals initially established for the Fund are being accomplished and recommend changes, if warranted;
 - (f) Prepare and submit all reports required by law.
11. **Donor Acknowledgement:** Donor agrees to all terms and conditions set forth in this agreement and acknowledges that the Donor's contributions to the Fund as set forth in Schedule A represent an irrevocable contribution to the Foundation and that, after the execution of this instrument, the Donor shall have no right, title, interest, or incidents of ownership in the Property or any additional property contributed to this Fund.
12. **Scope and Interpretation:** This Agreement shall be interpreted under the laws of the State of Maryland.

IN WITNESS WHEREOF, Agency has caused this Agreement to be executed as of this ____th day of _____, 2022.

WITNESS:

DONOR:

BY: _____

BY: _____

This Agreement is accepted with thanks and appreciation by the Foundation on the above terms and conditions on this _____ day of _____, 2022.

WITNESS:

COMMUNITY FOUNDATION OF
HARFORD COUNTY, INC.:

BY: _____

Jennifer Farrell
Executive Director



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_____ **Fund**

SCHEDULE A

DESCRIPTION OF PROPERTY

Delivered to the Community Foundation of Harford County for the aforementioned Donor
Advised Fund:

Assets given:

Date: _____



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PR Release Form

Donor Name: _____

Name of Fund: _____ Fund

Date Established: _____

Permission to report:

Donor Name: Yes No

New Fund: Yes No

Initial Gift: Yes No Amount _____

Additional Gifts: Yes No Amount _____

Grants to Grantees: Yes No

List Named Fund in CFHC Publications: Yes No

List Named Fund after lifetime (if anonymous): Yes No

Grants to Grantees after lifetime (if anonymous): Yes No

Comments:

Signature: _____

Signature: _____

Print: _____

Print: _____

Date: _____

Date: _____