



# Donor Advised Fund Agreement

Thank you for choosing the Communities of Coastal Georgia Foundation. We are committed to connecting you with the community and to the causes that are important to you.

Attached to this Agreement, you will find our Procedures for Establishing and Operating a Donor Advised Fund.

## Donor Information

### Donor Advisor 1

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Full Name (First, Middle, Last)

Preferred Salutation

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Cell Phone

Email

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Home Address

City

State

Zip

### Donor Advisor 2

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Full Name (First, Middle, Last)

Preferred Salutation

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Cell Phone

Email

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Home Address

City

State

Zip

## 1. Name Your Fund

Please choose a name for your fund. Your fund name may appear in Foundation materials including our Annual Report.

Fund Name: \_\_\_\_\_

## 2. Contributions

The minimum initial contribution is \$10,000. Additional gifts can be made in any amount. If making a contribution of multiple securities or assets, please attach additional pages as needed.

- Check for \$ \_\_\_\_\_
- IRA/Retirement Plan/Life Insurance
- Publicly Traded Securities \_\_\_\_\_ shares of \_\_\_\_\_
- Other \_\_\_\_\_

## 3. Investments

Assets contributed to the Fund shall be invested and reinvested by the Community Foundation in accordance with its Investment Policy, as adopted and amended from time to time. The Community Foundation shall exercise reasonable care, skill, and caution in managing and investing Fund assets, with the objectives of preserving capital, providing reasonable growth over time, and supporting the long-term charitable purposes of the Fund. Investments shall be diversified unless the Community Foundation determines that, under the circumstances, the purposes of the Fund are better served without diversification. All investment decisions shall be made in the sole discretion of the Community Foundation, consistent with applicable law and fiduciary standards.

Donors with funds greater than \$500,000 may recommend an outside investment manager of their choice. If you wish to take advantage of this option, please provide your manager's information below:

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Manager's name and firm

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Business Phone

Email

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Business Address

City

State

Zip

## 4. Fees

The annual administrative fees\* are as follows:

First \$1,000,000	1.25% of the balance of the fund
Next \$1,000,000	1.00% of the balance of the fund
Next \$2,000,000	0.75% of the balance of the fund
Over \$2,000,000	0.50% of the remaining balance of the fund

Minimum annual fee of \$250.00.

\*In addition to the administrative contribution, 1% of each gift to an advised fund will be donated to the Foundation's Community Grantmaking Endowment to support local grantmaking.

## 5. Succession plan

You may request that portions of your fund be administered in any or all of the following ways upon the death or incapacity of the fund's last surviving Donor Advisor. Total percentages must equal 100%.

- Transfer some/all advisory privileges of this fund to Successor Advisor(s) as listed later in this agreement. \_\_\_\_\_% of fund value.
- Create an endowed designated fund for the benefit of the organization(s) named below (\$50,000 minimum required) \_\_\_\_\_% of fund value.
- Transfer some/all of the fund's assets to the Community Foundation's unrestricted pool to help meet the greatest needs of Glynn, Camden and McIntosh communities. \_\_\_\_\_% of fund value.
- The advisory function may not be transferred to further generations or to others.

### Successor Advisors

Donors may designate individuals as Successor Advisor(s), who have privileges to make recommendations appropriate for the fund. A Donor Advisor may change this designation any time by completing the Successor Advisor Form available from the Foundation.

### Successor Advisor Information

Successor Advisor(s) have privileges to make recommendations appropriate for the fund. All fund correspondence will be sent to Successor Advisor 1, unless otherwise specified. If more than two advisors are desired, please attach additional information to this form. Furthermore, it is the responsibility of the designated Successor Advisor(s) to contact the Foundation at such time as he/she becomes Advisor(s) to the fund.

### **Successor Advisor 1**

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Full Name (First, Middle, Last)	Preferred Salutation		
Cell Phone	Email		
Home Address	City	State	Zip

### **Successor Advisor 2**

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Full Name (First, Middle, Last)	Preferred Salutation		
Cell Phone	Email		
Home Address	City	State	Zip

I/We, as the Donor(s), request that the Successor Advisor(s) named assume this responsibility:

- Starting date \_\_\_\_\_
- On the death of the present Advisor(s)

## 6. Charitable interests

To help us better serve you, please indicate your philanthropic interest(s). Check all that apply:

- |   |   |
|---|---|
| <input type="checkbox"/> Animal Protection                    | <input type="checkbox"/> Arts & Culture                   |
| <input type="checkbox"/> Community Economic Development       | <input type="checkbox"/> Disaster & Emergency Management  |
| <input type="checkbox"/> Education & Early Childhood Literacy | <input type="checkbox"/> Environment                      |
| <input type="checkbox"/> Health & Social Services             | <input type="checkbox"/> Historic Preservation & Heritage |
| <input type="checkbox"/> Religious & Faith-Based              | <input type="checkbox"/> Services to Youth                |
| <input type="checkbox"/> Other _____                          |   |

## 7. Signatures

Donor Advisor(s) listed in Section 1 must sign below.

### Policies and Procedures

The undersigned have received and reviewed the Procedures for Establishing and Operating Donor Advised Funds and agree to its terms and conditions described therein. The undersigned understand that any contribution, once accepted by the Foundation, represents an irrevocable gift to the Foundation and is not refundable. The undersigned hereby certify that all information present in connection with this application is accurate, and the undersigned will promptly notify the Foundation of writing of any changes.

### Indemnity

In consideration of the Foundation's creating a fund at the request of the individual(s) or entity named and for other good and valuable consideration, the undersigned hereby agrees to indemnify and hold harmless the Foundation, its directors, officers and other representatives, against any liability, cost, or expense which the Foundation may incur by reason of its acting upon recommendations given to the Foundation by any of the authorized persons named.

**Donor Advisor 1**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Donor Advisor 2**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Communities of Coastal Georgia Foundation**

Signature: \_\_\_\_\_

Title: President & CEO \_\_\_\_\_ Date: \_\_\_\_\_

## **Procedures for Establishing and Operating Donor Advised Funds**

### Authorization

The Communities of Coastal Georgia Foundation, Inc. (the "Foundation") has authorized the establishment of Donor Advised Funds by resolution of the Board of Directors adopted on December 5, 2007. These procedures may be amended from time to time, when deemed necessary or desirable by the Board of Directors.

### Characteristics of Donor Advised Funds

Donor Advised Funds may be established by the donation or transfer by any person to, and acceptance by, the Foundation of money or property, whether by contribution, gift, bequest or device, or by transfer from a charitable Foundation or any other organization, to further or carry out the charitable purposes of the Foundation, as set forth in its Articles of Incorporation and Bylaws. Contributions to Advised Funds represent irrevocable gifts subject to the legal and fiduciary ownership and control of the Foundation's Board of Directors. A donor may not impose any material restriction or condition that prevents the Foundation from freely and effectively employing the contributed assets, or the income derived there from, in furtherance of a charitable purpose of the Foundation.

### Nature and Terms of Donor Advised Funds

Each Donor Advised Fund shall be the property of the Foundation, owned by it in its normal corporate capacity. In such capacity, the Foundation shall have the ultimate authority and control of all property in the Fund, and the income derived there from, for the charitable purposes of the Foundation. Each Fund may be recorded on the books and records of the Foundation as an identifiable and separate fund and may be given a name or other appropriate designation as requested by the Donor. Anything herein or in the deed of gift or other instrument of transfer creating a Donor Advised Fund to the contrary notwithstanding, each Fund shall be a component part of the Foundation and shall be subject to the governing instruments of the Foundation, including the Article of Incorporation and Bylaws, as amended from time to time.

### Fees

Donor Advised Funds are subject to administrative and investment fees, and the Foundation reserves the right to change its fee structure at any time.

### Role of Donors

The Foundation welcomes the involvement and recommendations of its Donors with respect to distributions from Donor Advised Funds, but such recommendations are advisory only and are in no way binding upon the Foundation. The Foundation honors the charitable intentions of its Donors consistent with community needs and applicable laws and regulations. Donor advice will be considered if offered in writing, or by fax or e-mail. Because the Foundation's principal geographic area of concern is Glynn, McIntosh and Camden counties, the Foundation's primary focus is to support and improve the charitable organizations of this region, but the Foundation will also consider charitable organizations outside the area if the grant will fulfill the broader charitable purpose of the Foundation.

### Evaluation of Donor Recommendations

In evaluating recommendations for distributions from Donor Advised Funds, the Foundation staff investigates all prospective grant recipients to ensure that they are organized and operating for charitable purposes under section 501(c)(3) of the Internal Revenue Code or that the grant will be used for a charitable purpose. All distributions from Donor Advised Funds must be ratified by the Foundation's Board of Directors.

### Additional Advisors

The privilege of making recommendations shall be extended to Donors, their spouses, and their designees. Upon the death of the Donor, or during his/her lifetime upon written notice from the Donor to the Foundation, the advisory functions will be transferred to the Successor Advisor for the purpose of making recommendations to the Foundation appropriate for the fund. The Donor Advisor may change this designation at any time by completing the Successor Advisor Form available from the Foundation. The advisory function may not be transferred to further generations or to others.

### Inactive Funds

The Foundation requires that Fundholders make at least one grant every three years. If the Foundation has not received a grant recommendation from the Advisor during a 36-month period, the Foundation will attempt to contact the Advisor to ascertain their desired level of involvement with the Fund. When the Donor or their successor Advisor ceases providing advisory functions, the assets of the Fund will become a designated, field of interest or unrestricted fund of the Foundation.

### Investment of Assets

The Foundation has the responsibility and authority for the investment of the assets of each Donor Advised Fund. The assets of any Fund may be separately invested or may be commingled with those of other funds of the Foundation or may be invested in units of a common investment fund which may be established or utilized by the Foundation. However, the Foundation shall have no obligation either to invest separately or to commingle the assets for investment purposes. Any decisions with respect to the retention, investment, or reinvestment of assets and with respect to commingling of assets shall be made by the Board of Directors, in accordance with regular procedures, but only in such investments as are appropriate for a prudent investor.

### Variance Power

Donor Advised Funds will be subject to the provisions of the Articles of Incorporation and Bylaws of the Foundation, including the power vested in the Board of Directors to modify any condition or restriction on the distribution of funds if in its sole judgement (without the approval of any trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable purposes and functions of the Foundation.

### Distributions

All distributions from Donor Advised Funds are subject to the Foundation's variance power and must be ratified by the Foundation's Board of Directors. The minimum grant award is \$250. Unless otherwise requested by the Donor of the Fund, any distribution from a Donor Advised Fund shall identify to the grantee organization the name of the Fund from which the distribution is made.

### Restrictions on Distributions

Distributions from Donor Advised Funds established at the Foundation will be made only if they are consistent with the Foundation's charitable purposes. Fund distributions will not be made for any purpose or to any organizations that would provide a tangible benefit to the Donor recommending the distribution. It is the Foundation's policy that distributions from Donor Advised Funds may not be made to any specific individual or to organizations that are not public agencies, tax-exempt organizations or qualified section 501(c)(3) public charities. Distributions from the Fund may not be used to fulfill any legally enforceable pledge or for any private individual benefit to the Donor, Advisor(s), or any related party, including personal grants, loans, compensation, reimbursements, and other similar payments. Grants to individuals or to organizations for the benefit of specified individuals are prohibited. In addition, distributions may not be used for political contributions, lobbying, or to support political activities.

### Conflict of Terms

In the event of an inconsistency between these procedures and any procedures, terms or conditions appearing elsewhere in connection with any fund, these procedures, as interpreted by the Foundation, shall govern, and the Foundation reserves the right to take any actions at any time which, in its discretion, it deems reasonably necessary or desirable for the proper administration of any fund of the Foundation.