



# Cumberland Community Foundation, Inc.

308 Green Street • P.O. Box 2345 • Fayetteville, NC 28302

www.cumberlandcf.org

## Donor Advised Fund – Not Endowed

With this letter, I/we, \_\_\_\_\_ (the “Donor(s)”) deliver to you the property described as \_\_\_\_\_ [minimum initial gift is \$5,000.00]. This property constitutes an irrevocable gift to Cumberland Community Foundation, Inc. (the “Foundation”) upon your acceptance of the gift and the following terms and conditions:

1. A fund shall be established on the books of the Foundation and be known as the \_\_\_\_\_ **Advised Fund** (the “Fund”).
2. The Fund shall include the property delivered with this letter, any other property which later may be transferred to the Foundation by the Donor(s), Advisor(s) or any other source for inclusion in the Fund and accepted by the Foundation for inclusion in the Fund, and all undistributed income from all such property. The Foundation shall invest the Fund appropriately, maintaining liquidity, considering that the principal may be distributed at any time.
3. Any individual, corporation, or other entity may add gifts directly to the Fund. However, **no special events** may be conducted in the name of the Fund or in the name of Cumberland Community Foundation, Inc. All gifts shall be irrevocable.
4. The Fund shall be the property of the Foundation and shall not be deemed a separate trust fund held by it in a trustee capacity. The Foundation shall have the ultimate authority and control over all property in the Fund, and the income derived therefrom, for the charitable purposes of the Foundation.
5. The Fund shall be used only for the charitable purposes of the Foundation as set forth in its organizational and governing documents.
6. Advisory role: The Fund Advisor(s) here named— \_\_\_\_\_ (Primary Contact) **OR** \_\_\_\_\_ – may, as often as monthly, submit to the Foundation recommendations with respect to distributions, which recommendations shall be solely advisory, and the Foundation shall not be bound by such recommendations. No distributions shall be made from the Fund for a one-month period after inception.
7. Fund closure: Upon the death or resignation of the last Advisor, any remaining principal balance of the Fund shall be granted to \_\_\_\_\_ (a qualified charitable organization) or added to the \_\_\_\_\_ Fund of Cumberland Community Foundation, Inc.
8. Fees: The Foundation shall waive any Administrative Fee for the standard fund management services. Any investment or transaction fees shall be charged to the Fund. Any interest earned on the account shall accrue to the Foundation. The Foundation may assess the Fund to cover any unusual expenses incurred in connection with the contributed assets, including the cost of disposing of them, and in the administration of the Fund. The Foundation’s fee policy may be changed at any time, and, in such case, the Donor shall be notified in writing.

9. It is understood and agreed that the Fund therein shall be administered by the Foundation, subject to its Articles of Incorporation, Schedule of Fees, Administrative Policies, and By-Laws, as amended from time to time, including the *variance power* contained therein for the Board of Directors of the Foundation to modify any restrictions or conditions if in their sole judgment such restriction becomes, in effect, unnecessary, impractical, or inconsistent with the charitable needs of the area served by the Foundation.
10. Neither the Donor(s), nor the Advisor(s), nor any other related person may receive any tangible benefit or privilege in return for a distribution from the Fund. Under no circumstances may a distribution from this Fund be used to reimburse or support a Donor or Advisor to the fund. No grants may be paid to individuals. The Donor or Advisor or any related parties shall not receive any personal benefit from the charitable distribution (such as membership benefits, dues, event tickets, goods bought at auctions, etc.). The Donor or Advisor or any related parties shall not receive grants, loans, compensation, or similar payments from the Fund.
11. It is understood that no distributions shall be used to discharge or satisfy a legally enforceable obligation of any person, including the Donor(s) or Advisor(s) or any related parties.
12. It is intended that the Fund shall be a component part of the Foundation and not a separate trust, and that nothing in this Agreement shall affect the status of the Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and as an organization which is not a private foundation within the meaning of Section 509(a) of the Code. This Agreement shall be interpreted to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto.
13. The Foundation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the purposes of this Fund. References herein to provisions of the Internal Revenue Code of 1986, as amended, shall be deemed references to the corresponding provisions of any future Internal Revenue Code. The Foundation's tax identification number is 58-1406831.

By signature below, I indicate my acceptance of this gift and of the terms and conditions noted above.

**Donor / Primary Contact**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Cumberland Community Foundation, Inc.**

\_\_\_\_\_  
**Mary M. Holmes, Executive Director**

*NS2016*