



Fund Number: _____
(for office use only)

Donor Advised Fund Agreement

**Welcome to Foundation For The Carolinas.
We look forward to making your giving easy, flexible and effective.**

Please complete this Gift Fund Agreement form (this "Agreement") to establish a Donor Advised Fund ("Gift Fund") with an irrevocable gift to Foundation For The Carolinas (the "Foundation" or "FFTC"). Donor Advised Funds allow the Donor (or Advisors selected by the Donor) to recommend grants from the Gift Fund to IRS-approved public charities. Further information about Donor Advised Funds, this Agreement and charitable giving is contained in the Foundation's *Charitable Giving Guide* available online at www.ffc.org.

Name Please choose a name for the Gift Fund below.

Name: _____

Unless you indicate below that you wish for all grants from the Gift Fund to be made anonymously, each grant from the Gift Fund will include the name of the Gift Fund, and the name and address of the Advisor(s) recommending the grant so that the nonprofit may send an acknowledgement. *Unless otherwise indicated, we will use your preferred name/salutation and preferred mailing address.* If you do not select an option below, you may still request a grant be made anonymously at the time of the grant recommendation.

Please use the following name and/or address instead of your preferred name and address when sending grants from the Gift Fund:

- Do not display the Gift Fund's name with each grant.*
- Do not display the Fund Advisor's name and address with each grant.*
- I would be interested in being contacted to share my philanthropic story which would allow FFTC to use my name and/or fund name in their publications, website, and other marketing materials. The details of the fund will remain confidential.

**A Fund Advisor may contact the Foundation to request a non-anonymous grant from the Gift Fund.*

Interests *Unless otherwise provided below, the charitable purpose of the Gift Fund shall be for the broad charitable purposes of the Donor(s) (the "Opening Donor"). Please provide any additional details that would help the Foundation better understand the purpose of the Gift Fund and your specific interests for grantmaking.*

Opening Contribution

Please indicate the amount and nature of the opening contribution to the Gift Fund.

The minimum opening contribution is \$10,000 for individuals and families; \$50,000 for corporations or other business entities. Additional gifts can be made at any time.

- Check, ACH or wire for \$ _____
- Other: _____
- Marketable securities: _____ shares of _____ from _____
- Mutual funds: _____ shares of _____ from _____
- Transfer \$ _____ from FFTC Fund Name & # _____
- Proceeds from gift of closely held stock, partnership or LLC interest, etc. – Accepted gifts of closely held business interests via Community Investments Foundation, a Subsidiary Foundation of FFTC. Please contact FFTC staff to discuss a gift of closely held business interests and to request the appropriate documents.
- Proceeds from gift of real estate – Accepted gifts of real property via Community Real Property Holdings, Inc., a Subsidiary Foundation of FFTC. Please contact FFTC staff to discuss a gift of real property and to request the appropriate documents.

Estimated value of total initial contribution(s): _____

Planned Giving

If known or reasonably expected, please complete a Planned Gift Document to indicate the amount, nature and details of any planned gifts.

The Foundation can help you and your financial advisors structure a planned gift that meets your philanthropic and financial goals. A planned gift is generally one that originates during your lifetime but will not be received by the Foundation until after your death.

Estimated value of total expected future contribution(s): _____

- I have completed a Planned Gift Document (requested for funds with planned gifts).

Type of Fund

Please choose whether the Gift Fund will be a permanent Endowed Gift Fund with the Foundation or a Non-Endowed Gift Fund.

- Endowed** _____ (please initial)

An Endowed Gift Fund is a **permanent**, legacy Fund. Its assets are held irrevocably by the Foundation and are managed to accomplish the identified charitable purposes. Endowed Gift Funds are designed to be preserved in perpetuity, so only the annual spendable income is available for grantmaking. Choose this option to establish a permanent legacy by providing continuing support for the charitable purposes of the Gift Fund. *The decision to endow is irrevocable and donors should discuss with FFTC staff before selecting this option.*

- Non-Endowed**

A Non-Endowed Gift Fund is a gift fund in which the assets are fully available for distribution at any time. Choose this option to maintain maximum flexibility in terms of grant amounts.

Space intentionally left blank.

Spendable Amount

The following pertains to Endowed Gift Funds only. Please read if you are establishing an Endowed Gift Fund.

A. Determination of Annual Spendable Amount.

Under applicable law, with respect to Endowed Funds, the Foundation's Board of Directors establishes the annual spendable income rate that is used to calculate the amount available for distribution from the Gift Fund each year (the "Spendable Amount"). The Spendable Amount is determined by multiplying the annual spendable income rate by the average daily value of the Gift Fund for the prior three calendar years or since Gift Fund inception (for Gift Funds less than three years old). For the current annual spendable income rate, visit www.ffc.org/financials.

B. If Value of Fund Falls Below Historic Dollar Value.

Historic dollar value ("HDV") means the value of the Gift Fund at the time of the original contribution(s) to the Gift Fund plus the dollar value of any subsequent contributions to the Gift Fund (not including any investment earnings or losses). If the value falls below HDV, the determination of the Spendable Amount varies depending on the remaining value of the Gift Fund. If the value equals or exceeds 66% of HDV, the Spendable Amount currently is calculated as previously described. If the value falls below 66% of HDV, the Spendable Amount may be limited in accordance with the Foundation's applicable policies (as provided in the *Charitable Giving Guide*).

Under applicable law and the Foundation's spendable policy as outlined above, the Spendable Amount may be available for distribution even if the value of the Gift Fund falls below HDV. However, spending from a Gift Fund which has a value below HDV (e.g., in the case of a new Gift Fund or a down market cycle) may result in a longer time period to rebuild the value. The Foundation allows Donors the choice to preserve principal rather than follow the Foundation's spendable policy.

Unless initialed below, the Donor requests that the Foundation make available the Spendable Amount (in accordance with the Foundation's spendable policy) even if the value of the Gift Fund Falls below HDV.

_____ Preserve Principal. The Donor requests that the Foundation not allow distributions of any Spendable Amount if the value of the Gift Fund Falls below HDV.

C. Alternative Distribution Plan.

If the Donor wishes to specify a plan for making distributions from the Gift Fund other than the Spendable Amount as described above, please discuss the plan with Foundation staff and attach an outline of it as an addendum to this Agreement.

Succession Plan

Complete this section to address Successor Advisors and the long-term future of the assets in the Gift Fund.

A. Successor Advisors

The Opening Donor(s) may designate Successor Advisors for the Gift Fund after the death or incapacity of the initial Advisors. Such Successor Advisors shall have the privilege of offering recommendations for the Gift Fund. An Advisor may change this designation at any time by completing the Advisor Information Form available at www.ffc.org.

Section continues on the next page.

Successor Advisor (if applicable):

Mr. Mrs. Ms. Other _____
First Name Middle Initial Last Name

Preferred Name/Salutation (first, middle, last) _____

Street _____ City _____ State _____ Zip Code _____

Relationship to Donor: _____

Phone: _____
Home Business Cell

Email: _____
Primary Other

Preferred Phone: Home Business Cell Preferred Email: Primary Other

Additional Address: _____
Street City State Zip Code

Successor Advisor 2 (if applicable):

Mr. Mrs. Ms. Other _____
First Name Middle Initial Last Name

Preferred Name/Salutation (first, middle, last) _____

Street _____ City _____ State _____ Zip Code _____

Relationship to Donor: _____

Phone: _____
Home Business Cell

Email: _____
Primary Other

Preferred Phone: Home Business Cell Preferred Email: Primary Other

Additional Address: _____
Street City State Zip Code

B. Succession Plan for Fund Assets

Donors may request that, upon such time as 1) the charitable purpose of the Gift Fund has been fully satisfied and completed, 2) upon the death or incapacity of the Gift Fund’s last surviving Advisor (including any designated Successor Advisors), or 3) upon such time that Successor Advisors of the Gift Fund may no longer be appointed (as provided in the *Charitable Giving Guide*), any assets remaining in the Gift Fund shall be administered as set out below. The total of the percentages selected should equal 100%.

Section continues on the next page.

- Support Your Community:** Transfer the Gift Fund's assets to one or more endowments providing permanent support for vital causes in our community. Leverage FFTC's grantmaking expertise and knowledge of local issues to make impactful investments in our community's future.
 - Your FFTC:** Ensure your community foundation's sustainability by providing unrestricted support. _____(% or amount)
 - Evolving Needs and Opportunities:** Spearhead civic leadership in our community and respond to evolving or unexpected needs and opportunities. _____(% or amount)
 - Health and Human Services:** Enable community members to lead safe, just and healthy lives. _____(% or amount)
 - Education and Youth Development:** Ensure opportunities for individuals to achieve their full potential. _____(% or amount)
 - Arts and Culture:** Sustain a thriving arts community and preserve our region's diverse culture. _____(% or amount)
 - Environment and Wildlife:** Protect natural resources, wildlife and green space in our region and beyond. _____(% or amount)
 - Animal Welfare:** Support the well-being of pets and other domestic animals. _____(% or amount)
 - Our Region:** Invest in a specific community within our 13-county region, addressing current and future needs by supporting your local affiliate foundation.
Regional Affiliate: _____
_____ (% or amount)
- Endow an Organization:** Use _____(% or amount) of the Gift Fund's assets to create an **Endowed Designated Gift Fund** to benefit the organization named below. Should the Donor wish to name additional organizations, please attach a list to this agreement. The minimum amount required to establish an Endowed Designated Gift Fund is \$10,000.

Other Succession Plan (e.g. direct grants to named organizations):

Regional Affiliation (optional) Our 13 regional affiliates share the Foundation's vision to inspire philanthropy and strengthen their unique communities. Please select an option below if want to associate your fund with a regional affiliate.

Geographic Affiliation – North Carolina

- | | |
|--|---|
| <input type="checkbox"/> Cabarrus County Community Foundation | <input type="checkbox"/> Charlotte Mecklenburg Community Foundation |
| <input type="checkbox"/> Cleveland County Community Foundation | <input type="checkbox"/> Iredell County Community Foundation |
| <input type="checkbox"/> Lexington Area Community Foundation | <input type="checkbox"/> Lincoln County Community Foundation |
| <input type="checkbox"/> The Cole Foundation (Richmond County) | <input type="checkbox"/> Salisbury-Rowan Community Foundation |
| <input type="checkbox"/> Stanly County Community Foundation | <input type="checkbox"/> Union County Community Foundation |

Geographic Affiliation – South Carolina

- | | |
|---|--|
| <input type="checkbox"/> Cherokee County Community Foundation | <input type="checkbox"/> Lancaster County Community Foundation |
| <input type="checkbox"/> York County Community Foundation | |

Supporting Organizations

Please indicate if your Gift Fund should be associated with one of FFTC’s Supporting Organizations.

Although this is not common, if your fund should be affiliated with one of FFTC’s Supporting Organizations, please name and discuss with the Philanthropic Advancement Team to ensure a complete understanding of any differences in distribution, investment or other administrative policies.

Custom Services

Custom philanthropic services are specifically designed services including board or committee management, consultation, grant program facilitation, and more.

Please discuss with the Foundation’s Philanthropic Advancement Team and attach an addendum listing the agreed custom services and pricing schedule. **If custom services have been discussed with and approved for the Gift Fund, then an authorized Foundation Staff member should check the box and initial below.**

Custom services approved _____ (FFTC initial)

Fundraising

The Foundation may, under certain very limited circumstances, agree to provide administrative support for fundraising activities for a Gift Fund.

If the Donor desires fundraising activities to be conducted in connection with the Gift Fund established under this Agreement, then prior approval of Foundation Staff and additional documentation are required. **If fundraising activities have been discussed with and approved for the Gift Fund, then an authorized Foundation Staff member should check the box and initial below.**

Fundraising approved _____ (FFTC initial)

Investments

The Foundation is pleased to offer a variety of investment pools for Gift Funds.

FFTC offers investment options that span the risk-return spectrum from conservative allocations to more growth oriented investment pools. For investment pool descriptions and information on performance, visit www.ffc.org/pools.

Please complete and sign Addendum I – Gift Fund Investment Recommendation Form – to select an investment pool. If you do not select an investment pool, the Foundation will place Non-Endowed Funds into the Liquid Reserves Pool and Endowed Funds into the Diversified Long-Term Growth Pool.

Addenda

Please indicate additional addenda attached to this Agreement, if any.

Are any addenda (other than Addendum I – Gift Fund Investment Recommendation Form) attached to this Agreement?

Yes No If Yes, please list here:

Space intentionally left blank.

Protection of Tax-Exempt Status. The undersigned agree to comply with any written direction by the Foundation to cease recommending grants or conducting activities that may jeopardize the Foundation's tax status or otherwise subject the Foundation or the Gift Fund to excise taxes that are applicable to donor-advised funds as defined in the Internal Revenue Code (the "Code").

Charitable Giving Guide The undersigned have received and reviewed the *Charitable Giving Guide* and agree to the terms thereof.

Accuracy of Information The undersigned hereby certify that all information presented in connection with this Agreement is accurate to the best knowledge of the undersigned and will promptly notify the Foundation in writing of any changes.

Use of Funds The Foundation will make grants from the Gift Fund to carry out the charitable purposes of the Gift Fund in accordance with the Code. Requests for charitable grants from the Gift Fund should be made at least ten days prior to the date when payment is to be made. The Foundation's ability to make reimbursements to any individual for expenditures or to make a grant for any non-charitable purpose or to any non-charitable entity is generally disallowed by the Code. Advisors wishing to recommend any such reimbursement, grant should discuss it with the Foundation's Finance & Donor Relations Team before engaging in any activity that might otherwise lead the Advisor to an expectation that any such payment would be appropriate. *Please refer to the Charitable Giving Guide for more information.*

Endowed Gift Funds The undersigned understand and acknowledge that any Endowed Gift Fund created under this Agreement (with the Foundation or any of its affiliates or supporting organizations) is a permanent Gift Fund and that only the annual Spendable Amount will be available for grant (as further addressed in the section hereof entitled "Spendable Amount").

Irrevocable Gifts The undersigned understand that any contribution to a Gift Fund, once accepted by the Board of Directors of the Foundation, represents an irrevocable gift to the Foundation and is not refundable.

Succession Plans In the event that the undersigned shall not have designated a Succession Plan (see the section entitled Succession Plan in this agreement), then the succession plan policy and procedure contained in the *Charitable Giving Guide* which is incorporated by reference shall apply and the Foundation shall have no liability to any party for carrying out such policy and procedure.

Service Charges The Foundation shall be entitled to receive as compensation for its services in investing, administering and distributing the assets held in the Gift Fund created hereunder the service charges set out in the Foundation's regular schedule of compensation applicable at the time of the performance of such services; provided, however, that if the Foundation's custom service level applies to the Gift Fund, then the Foundation shall be entitled to receive as compensation the service charges as provided in the separate Custom Service Level Addendum attached hereto.

Notice All communications required hereunder shall be in writing and shall be deemed to have been validly served, given or delivered (i) three (3) business days after deposit of same in the United States mail, designated as registered or certified mail, return receipt requested, bearing adequate postage, or (ii) on the date of delivery to such party if delivered by hand or by overnight or other similar courier and addressed to the party to be notified at the address for such party as provided in this Agreement, or to such other address as each party may designate for itself by like notice.

Ownership Tools, equipment and software used by the Foundation to provide service to the Gift Fund shall remain the property of the Foundation and/or its licensors, and no right, title, license or interest in any of them is conveyed to the Gift Fund by this Agreement.

Acknowledgment of Charitable Donations on Behalf of the Gift Fund The Foundation agrees that it will acknowledge to donors all contributions to the Gift Fund in accordance with the guidelines established by the Internal Revenue Service.

Investments The undersigned acknowledge and agree that they have been advised by the Foundation that current IRS regulations or rulings permit Gift Fund Advisor(s) to designate investment preferences but require the Foundation to retain final discretion regarding such investments. The undersigned understand that investments will be administered in accordance with the policies of the Foundation. The undersigned acknowledge that the investments in the Gift Fund are subject to market and interest rate fluctuations. The total investment return of each investment manager is net of investment expenses.

Confidentiality The Foundation agrees not to use any confidential information provided in connection with this Agreement for purposes other than those for which it was provided, without receiving prior consent.

Indemnity In consideration of the Foundation's creating a Gift Fund at the request of the undersigned individual(s) or entity and for other good and valuable consideration, the undersigned hereby agree to indemnify and hold harmless the Foundation against any liability, cost, or expense which the Foundation may incur by reason of its acting upon instructions or recommendations given to the Foundation by any of the undersigned or by persons authorized to make recommendations with regard to the Gift Fund.

Severability The provisions of this Agreement are severable, and the invalidity or unenforceability of any one or more of such provisions shall not affect the validity or enforceability of the remainder of this Agreement which shall remain in full force and effect.

Variance Power It is understood that the Gift Fund to be established pursuant to this agreement will be subject to the provisions of the Charter and Bylaws of the Foundation, as may be amended from time to time, including the power reserved by the Board of Directors to modify any condition or restriction on the distribution of funds if in its sole judgment (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 needs of the area served by the Foundation.

Amendment of Agreement Subject to the provisions of the paragraph herein entitled "Variance Power," this Agreement and any addendums attached hereto shall constitute the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Subject to the provisions of the paragraph herein entitled "Variance Power," this Agreement, including any exhibits or attachments hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

Governing Law This Agreement is made subject to and shall be construed under the laws of the State of North Carolina, without giving effect to its conflict of laws principles. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

Signatures

By signing below, Opening Donor(s) and/or Advisor, if applicable, hereby acknowledge that they have read, understand and hereby agree to the provisions of this Agreement and that the information provided herein is accurate to the best of their knowledge.

Opening Donor

SIGNATURE

NAME (please print)

TITLE (for institutional donors)

DATE

Advisor (sign if different from Opening Donor)

SIGNATURE

NAME (please print)

TITLE

DATE

Supporting Organization

BY

TITLE

DATE

Opening Donor 2 (if applicable)

SIGNATURE

NAME (please print)

TITLE (for institutional donors)

DATE

Foundation For The Carolinas

BY

TITLE

DATE



INVESTMENT RECOMMENDATION FORM

GIFT FUNDS

Foundation For The Carolinas offers fundholders diverse investment options to grow fund assets for maximum philanthropic impact. Please select one of the following investment pools based on the anticipated needs for your gift fund. *Please note: The initial selection of, or requested changes to, your fund's investment pool will generally take effect within 10 business days after your completed form is received.* For additional information on FFTC's investment pools, visit www.ffc.org/pools.

Investment Pools

Fund Type

Pool choices for gift funds between \$10,000 - \$50,000

Non-Endowed Endowed

<input type="checkbox"/>	Liquid Reserves	✓	
<input type="checkbox"/>	Low Duration Fixed Income	✓	

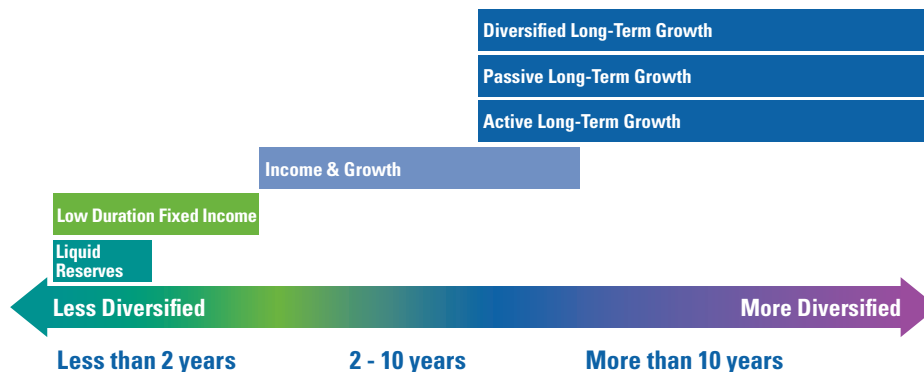
Pool choices for gift funds greater than \$50,000

<input type="checkbox"/>	Liquid Reserves	✓	
<input type="checkbox"/>	Low Duration Fixed Income	✓	
<input type="checkbox"/>	Income & Growth	✓	
<input type="checkbox"/>	Passive Long-Term Growth	✓	✓
<input type="checkbox"/>	Active Long-Term Growth	✓	✓
<input type="checkbox"/>	Diversified Long-Term Growth	✓*	✓

*Restrictions on withdrawals apply depending upon the fund balance. Less than \$1M – available within 90 days; \$1M - \$5M – 80% available within 90 days, remainder within 1YR; Greater than \$5M, please contact relationship manager.

<input type="checkbox"/>	Investment Alliance Program For funds greater than \$250,000, you may recommend a specific investment manager from outside FFTC's standard investment pools to manage the fund portfolio (<i>FFTC's Investment Committee must approve the recommended manager</i>): _____	✓	✓
--------------------------	--	---	---

Anticipated Distribution Horizon (in years)



By signing below, I (we) understand that all gift funds are subject to the policies of Foundation For The Carolinas as set forth in the Charitable Giving Guide and if applicable, understand the liquidity terms described above. The investment recommendation selected above includes careful consideration of the anticipated annual spending and grantmaking plans for the gift fund.

Gift Fund Name & Number: _____

Signature of Advisor: _____

Print name: _____ Date: _____

Please email the completed form to investments@ffc.org.

Foundation For The Carolinas does not provide tax, legal or investment advice. The information in our publications and on our website is general in nature, and is not intended to be a substitute for consulting your legal, tax or investment advisor regarding your particular situation. Any performance data is based on past performance and is no guarantee of future results.