



Fund Name: \_\_\_\_\_  
(for office use only)

**Field of Interest 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 (the "Agreement") to establish a Field of Interest Fund ("Gift Fund") with an irrevocable gift to Foundation For The Carolinas (the "Foundation"). Field of Interest Funds allow the Foundation to address the needs of a specific area of community life, as designated by the Donor. These Gift Funds benefit a charitable category in the community rather than a particular charitable organization. The field of interest may be described broadly or narrowly. A distinguishing feature is that the advisory privileges are given to the Foundation at the time the Gift Fund is established.

Further information about Field of Interest Funds, this Agreement and charitable giving is contained in the Foundation's *Charitable Giving Guide* available online at [www.fftc.org](http://www.fftc.org).

<b>Name</b>	Please choose a name for the Gift Fund below.
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Name: \_\_\_\_\_

<b>Purpose</b>	Identify the causes that will benefit from the Gift Fund.
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**Field of Interest**

Discretionary grantmaking by FFTC is conducted in partnership with the Foundation team and community volunteers, including regional affiliates when applicable, to honor areas of interest important to our donors and to achieve maximum community impact. These funds utilize FFTC's grantmaking expertise and knowledge of local issues to make impactful investments in our community's future.

The minimum opening contribution to establish a Field of Interest Fund is \$50,000. If selecting more than one grantmaking area, a minimum of \$50,000 is required for each area.

It is the Donor's intent that the distributable income or principal from the Gift Fund be distributed for grants by the Foundation in the following field(s) of interest. Please provide additional information about specific outcomes, organizations, or geographic areas to benefit from the Fund, if applicable, in the space below.

**Your FFTC:** Ensure your community foundation's sustainability by providing unrestricted support.  
Additional Information: (e.g. specific outcomes, percentage allocation, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Evolving Needs and Opportunities:** Spearhead civic leadership efforts in our community and respond to evolving or unexpected needs and opportunities.  
Additional Information: (e.g. specific outcomes, percentage allocation, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Health and Human Services:** Enable community members to lead safe, just and healthy lives.  
Additional Information: (e.g. specific outcomes, percentage allocation, etc.)

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- Education and Youth Development:** Ensure opportunities for individuals to achieve their full potential.  
Additional Information: (e.g. specific outcomes, percentage allocation, etc.)

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- Arts and Culture:** Sustain a thriving arts community and preserve our region's diverse culture.  
Additional Information: (e.g. specific outcomes, percentage allocation, etc.)

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- Environment and Wildlife:** Protect natural resources, wildlife and green space in our region and beyond.  
Additional Information: (e.g. specific outcomes, percentage allocation, etc.)

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- Animal Welfare:** Support the well-being of pets and other domestic animals.  
Additional Information: (e.g. specific outcomes, percentage allocation, etc.)

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- Our Region:** Our Regional Affiliates are led by local advisory boards and share a vision to inspire philanthropy and strengthen their unique communities. Through annual place-based grantmaking that reflects current community needs, each advisory board supports local nonprofits now and for generations to come.

If you would like for your Field of Interest Fund to benefit one of the Foundation's 13 counties, please indicate so below.

**Geographic Affiliation Foundations – North Carolina**

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

**Geographic Affiliation Foundations – South Carolina**

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

Additional Information: (e.g. specific outcomes, percentage allocation, etc.)

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- Other Field of Interest:**

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Please provide any additional comments below that would help the Foundation better understand the general purpose of the Gift Fund, the specific community needs that the Gift Fund is intended to satisfy, and the philanthropic expectations of the initial Donor(s) to the Gift Fund (the "Opening Donor").

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>Opening Donor(s)</b>	Please provide the following information for the Opening Donor(s). Opening Donor 2 is optional and is limited to the spouse/partner of Opening Donor.
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**Opening Donor:**

Individual     Corporation     Trust/Estate     Other \_\_\_\_\_  
 Mr.     Mrs.     Ms.     Other \_\_\_\_\_

\_\_\_\_\_  
First Name                      Middle Initial      Last Name                      Preferred Name  
\_\_\_\_\_  
Name of Corporation or Trust/Estate (if applicable)

**Opening Donor: Preferred Mailing Address**

\_\_\_\_\_  
Street    City    State    Zip Code  
Phone: \_\_\_\_\_  
          Home                                      Business                                      Cell  
Email: \_\_\_\_\_  
          Primary                                      Other  
Preferred Phone:     Home     Business     Cell      Preferred Email:     Primary     Other  
Additional Address: \_\_\_\_\_  
   Street    City    State    Zip Code

**Opening Donor 2 (if any):**

Individual     Corporation     Trust/Estate     Other \_\_\_\_\_  
 Mr.     Mrs.     Ms.     Other \_\_\_\_\_

\_\_\_\_\_  
First Name                      Middle Initial      Last Name                      Preferred Name

**Opening Donor 2: Preferred Mailing Address**

\_\_\_\_\_  
Street    City    State    Zip Code  
Phone: \_\_\_\_\_  
          Home                                      Business                                      Cell  
Email: \_\_\_\_\_  
          Primary                                      Other  
Preferred Phone:     Home     Business     Cell      Preferred Email:     Primary     Other  
Additional Address: \_\_\_\_\_  
   Street    City    State    Zip Code

**Referral**

Who referred you to Foundation For The Carolinas?

Referral Source: \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Professional Advisor(s)**

Please provide contact information for any legal, financial, tax or estate planning professional advisors that have been involved with the planning and establishment of the Gift Fund.

**Professional Advisor (if applicable):** Attorney     Accountant     Financial/Investment Advisor     Insurance Advisor Mr.     Mrs.     Ms.     Other \_\_\_\_\_

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_ Preferred Name \_\_\_\_\_

Firm Name: \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone: \_\_\_\_\_  
Business \_\_\_\_\_ Cell \_\_\_\_\_Email: \_\_\_\_\_  
Primary \_\_\_\_\_ Other \_\_\_\_\_Preferred Phone:  Business  Cell                      Preferred Email:  Primary  Other**Professional Advisor 2 (if applicable):** Attorney     Accountant     Financial/Investment Advisor     Insurance Advisor Mr.     Mrs.     Ms.     Other \_\_\_\_\_

First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Last Name \_\_\_\_\_ Preferred Name \_\_\_\_\_

Firm Name: \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone: \_\_\_\_\_  
Business \_\_\_\_\_ Cell \_\_\_\_\_Email: \_\_\_\_\_  
Primary \_\_\_\_\_ Other \_\_\_\_\_Preferred Phone:  Business  Cell                      Preferred Email:  Primary  Other

If there are other professional advisors who you are working with in connection with the Gift Fund, please provide their contact information.

*Space intentionally left blank.*

**Gift Details**

Please indicate the amount, nature, and timing of the gift details below (check all that apply).

The minimum opening contribution is \$50,000. Additional gifts can be made at any time. Typically, Field of Interest Funds are established with planned gifts; however, if you are establishing the fund today, please indicate the opening contribution details below.

- Check, ACH or wire for \$\_\_\_\_\_
- Marketable securities: \_\_\_\_\_ shares of \_\_\_\_\_ from \_\_\_\_\_
- Mutual funds: \_\_\_\_\_ shares of \_\_\_\_\_ from \_\_\_\_\_
- Transfer \$\_\_\_\_\_ from FFTC Fund Name & # \_\_\_\_\_
- Other: \_\_\_\_\_
- 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.

**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 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 grants at any time. Choose this option to maintain maximum flexibility in terms of grant amounts.

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**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 fund inception (for funds less than three years old). For the current annual spendable income rate, visit [www.fftc.org/financials](http://www.fftc.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.

*Space intentionally left blank.*

**Custom Services**

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

While typically the advisory privileges for Field of Interest Funds are given to the Foundation, donors may request FFTC to consult with family or non-family advisors with respect to grant distributions in order to implement the philanthropic legacy of the opening donor(s). This may be facilitated through FFTC’s custom service platform whereby the Foundation team administers annual grantmaking through advisory groups or committees. Please discuss your preferences with a member of the Philanthropic Advancement Team to outline the services and associated fees in an addendum to this agreement. Please note that generally donor-appointed advisors may serve for a period not to exceed 20 years following the establishment of the Gift Fund, after which time the advisory privileges revert to FFTC.

If custom services have been discussed with and approved by the Gift Fund, then an authorized Foundation Staff member should check the box and initial below.

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 a cost-effective expertly managed investment platform designed to address the needs and objectives of a variety of charitable funds. For investment pool descriptions and information on performance, visit [www.fttc.org/pools](http://www.fttc.org/pools).

FFTC will use its discretion to select an appropriate investment pool based on the time horizon for the gift instructions (for example, the Foundation typically will place Non-Endowed Funds into the Liquid Reserves Pool and Endowed Funds into the Diversified Long-Term Growth Pool). If you have additional instructions, please describe in the space below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Addenda**

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

Are any addenda attached to this Agreement?  Yes  No

If so, please list here:

\_\_\_\_\_  
\_\_\_\_\_





**Additional Provisions****Your signature on the following page acknowledges that you have read, understand and agree to the provisions below.**

**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 distribution (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 grant 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) 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

\_\_\_\_\_  
SUPPORTING ORGANIZATION

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Opening Donor 2 (if applicable)**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
TITLE (for institutional donors)

\_\_\_\_\_  
DATE

**Foundation For The Carolinas**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
TITLE (for institutional donors)

\_\_\_\_\_  
DATE