



**AGREEMENT TO ESTABLISH A DONOR ADVISED FUND**

**THIS AGREEMENT** is made and entered this [redacted] day of [redacted], 20[redacted], by and between **Akron Community Foundation**, a corporation organized under the nonprofit corporation law of the State of Ohio, and [redacted] (the “Donor”).

**WHEREAS**, a fund has been established within Akron Community Foundation called [redacted] (the "Fund") as a **Donor Advised** fund for distribution by Akron Community Foundation's Board of Directors (the “Board”).

1. The Fund will consist initially of no less than **\$300**, together with a pledge to pay the remaining balance of \$5,000 less the amount initially paid over a 36-month period commencing as of the date of this Agreement, to be paid into the Fund on a [monthly, quarterly, semiannual or annual] basis during said period; provided, however, that any payments to be made on a monthly basis will be paid by means of a recurring credit card deduction. Additionally, the Fund will consist of any property which may later be delivered to Akron Community Foundation by any person or entity when specified to be included in the Fund.
2. The following persons will have the right to make recommendations regarding distributions of income and/or principal from the Fund on the terms and subject to the conditions in this Agreement (the “Advisors”), in the order set forth below:
  - (i) the Donor while he or she is living and not incapacitated;
  - (ii) at such time as the Donor is deceased, incapacitated or has resigned their position as Advisor, the Donor’s adult children while they are living and not incapacitated.

Advisors will cease to serve on their resignation, incapacity or death. At such time as there are no Advisors then serving, income of the Fund would be available for distribution as undesignated income by the Board, or alternatively, at the Board’s discretion, would be available for distribution to a designated, qualified 501(c)(3) organization.

Distribution recommendations from the Fund by the Advisors must be made in a written instrument to the Board executed by at least one of the Advisors then serving. The Advisors must furnish the Board with an updated list of the names and addresses of all persons then serving as Advisors to the Fund and notifying the Board of any Advisors who have ceased to serve due to their incapacity, resignation or death. The Foundation will be entitled to rely on the information provided in the most recent list of Advisors furnished to it until it receives evidence to the contrary.

3. Distributions from the Fund cannot commence until the pledged amount specified in Section 1 has been paid in full pursuant to the terms thereof.

4. The final decision on all distributions of income from the Fund will be approved by the Board and will be consistent with its exempt purposes as specified in the Articles of Incorporation and Code of Regulations and/or By-Laws of Akron Community Foundation.
5. The name of the Fund will be [REDACTED] of Akron Community Foundation and correspondence from the Foundation will bear that legend.
6. Distributions of net income of the Fund will be determined by application of Akron Community Foundation's spending policy, which currently makes available on an annual basis up to 5% of the Fund's 12-quarter average trailing market value as a component of Akron Community Foundation's main asset pool. Any net income not distributed will accumulate in the Fund as undistributed income, will be reinvested by Akron Community Foundation for the Fund, and will be available as distributable income. If deemed necessary and subject to Board approval, distributions may be from principal.
7. The Fund will be the property of Akron Community Foundation and will not be deemed a separate trust fund held for it in a trustee capacity. **It is understood that, except as otherwise specifically provided herein, this Agreement and all the contributions to the Fund are irrevocable.** Akron Community Foundation may commingle the property of the Fund with the property of other component funds held by Akron Community Foundation; provided, however, that the separate identity of the Fund will be maintained and distributions from the Fund will be clearly identified as such to the Grantees.
8. It is understood and agreed that all assets held by the Fund will be subject to the Articles of Incorporation and Code of Regulations and/or By-laws of Akron Community Foundation (as they may be amended from time to time), including the power contained therein for the Board to modify, through the Cy Pres Doctrine, any restrictions or conditions on the distribution of funds for any specified organization if, in its sole judgment, those restrictions become, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the area served by Akron Community Foundation.
9. The Donor understands and agrees that the Fund will share a fair portion of the total administrative cost of Akron Community Foundation. The administrative cost charged against the Fund will at all times be reasonable, will be in accordance with the current fees schedule applicable to funds of this type, and will not exceed usual and customary rates.
10. If the Fund is not fully funded within 36 months of the date of this Agreement in accordance with Section 1 hereof, the balance of the Fund will be transferred to Akron Community Foundation's Community Fund to become available for distribution as undesignated funds and the Fund will be permanently closed. In the event this occurs, the Donor will be under no further obligation to make any additional payments hereunder. The Donor specifically agrees and acknowledges that the Donor will have no recourse or rights of any nature whatsoever with respect to any amounts previously paid into the Fund, and furthermore releases any and all claims or rights of any nature whatsoever that the Donor may have in said property and with respect to the Fund and agrees to hold Akron Community Foundation and the Board harmless from the same.
11. Donor advised funds must maintain a minimum fund balance, which is currently \$5,000. If the balance of the Fund falls below the minimum fund balance once it has been fully funded, then the Fund balance may be transferred to Akron Community Foundation's

Community Fund, at the foundation's discretion, to become available for distribution as undesignated funds.

**CONSENT**

The undersigned hereby consents and agrees to the terms herein set forth.

**DONOR**

By: \_\_\_\_\_  
\_\_\_\_\_

**AKRON COMMUNITY FOUNDATION**

By: \_\_\_\_\_  
John T. Petures, Jr.  
President and CEO

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