

DONOR ADVISED FUND AGREEMENT

This Donor Advised Fund Agreement (this "Agreement") is made this ____ day of _____, by and between _____ (the "Donor") and the **Catholic Community Foundation of Northeast Indiana, Inc.** (the "Foundation"), an Indiana nonprofit corporation.

WITNESSETH:

WHEREAS, the Donor wishes to establish a donor advised fund with the Foundation;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Donor hereby irrevocably assigns, conveys, transfers, and delivers the assets listed on Exhibit A attached hereto to the Foundation to have and to hold such assets as a donor advised fund of the Foundation, together with any other assets acceptable to the Foundation which the Donor or any other person or entity may transfer to such donor advised fund and all of the income from such assets, for the following uses and purposes and subject to the terms and conditions set forth in this Agreement:

1. **Creation of the Fund.** The donor advised fund hereby created shall be known as _____ (the "Fund").
2. **Purposes.** The Foundation shall hold, manage, invest, and reinvest the Fund exclusively for the purposes set forth in the Foundation's Articles of Incorporation, including any amendments thereto, in accordance with the rules and procedures for the administration and operation of donor advised funds of the Foundation as may be in effect from time to time. It is agreed and understood that the Fund will in all events be used and dedicated to a purpose permitted by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").
3. **Investment of the Fund Assets.** The Foundation shall hold, manage, invest and reinvest the assets comprising the Fund in common with and in the same manner as other assets of the Foundation. The Foundation shall keep records of the principal and income of the Fund but need not segregate the assets of the Fund.
4. **Advisors to the Fund.** The Advisors to the Fund shall be _____. The Advisors may from time to time submit suggestions regarding the distributions to be made from the Fund and may consult with the Foundation's staff, Board of Directors, and/or Officers about the use of the Fund for the purposes set forth above. It is agreed and understood that these suggestions will not be binding on the Foundation. The Foundation retains final

authority over all distributions made from the Fund. Upon the date of death of the last surviving Advisor, the successor advisor(s) will be _____
_____.

Upon the death of the Successor Advisors or the date that the Successor Advisors release the privilege of making suggestions regarding the distributions to be made from the Fund, the Fund balance will be transferred to _____, a fund managed by the Catholic Community Foundation of Northeast Indiana.

5. **Distributions.** Distributions from the Fund shall be made in accordance with the rules and procedures for the administration and operation of donor advised funds of the Foundation as may be in effect from time to time.
6. **Eligible Distribution Recipients.** Distributions from the Fund may be made only to organizations which are then qualified under Section 501(c)(3) of the Code and which are (a) described in Section 509(a)(1) or 509(a)(2) of the Code, or (b) private operating foundations described in Section 4942(j)(3) of the Code.
7. **Ineligible Distribution Recipients.** The following shall be ineligible to receive distributions from the Fund: (1) private foundations described in Section 509(a) of the Code (except for private operating foundations as set forth above), (2) supporting organizations described in Section 509(a)(3) of the Code, and (3) organizations not formed under the laws of the United States or its territories. Further, distributions from the Fund will not be made to pay dues for membership of an individual in an organization, purchase admission to charitable events, or to discharge or satisfy a legally enforceable obligation or personal pledge that has been made by the Donor or any other individual or entity.
8. **Identification of the Fund to Distribution Recipients.** It is the practice of the Foundation to identify to the distribution recipient the specific fund from which a distribution is paid. In the case of distributions from the Fund, a distribution recipient will be informed that the distribution was made from the Fund unless the Donor has specified to the contrary in writing.
9. **Fees.** The Foundation shall receive a fee, which may be taken from the Fund, for reasonable and proper compensation for services rendered to, and expenses incurred by, the Fund which shall be determined in accordance with the rules and procedures for the administration and operation of donor advised funds of the Foundation as may be in effect from time to time.
10. **Foundation May Amend Agreement.** It is the Foundation's intent to honor Donor's requests to the greatest extent practical, but there may be future legal or other issues which could potentially make that impractical or impossible. The Foundation, therefore, reserves the right to amend this Agreement as it, in its sole discretion, deems appropriate.

11. **Governing Law.** The Fund shall be administered in and under the laws of the State of Indiana, and this Agreement and the validity thereof shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the Donor and the Foundation have executed this Agreement at Fort Wayne, Indiana as of the date first above written.

Donor/Advisor:

Catholic Community Foundation of
Northeast Indiana:

Name

Mackenzie L. Ritchie, CEO

Name

Name:	Name:
Mailing Address:	Mailing Address:
City/State/Zip:	City/State/Zip:
Phone	Phone
Email Address	Email Address

Successor Advisor(s):

Name

Name

EXHIBIT A

Gift Type/Amount/Check Number:

DRAFT

MAGNIFICAT BEQUEST SOCIETY

The Magnificat Bequest Society honors and recognizes donors who have made planned gifts to the Catholic Community Foundation of Northeast Indiana, ensuring a lasting legacy of faith and mission support.

1. Do you grant permission to the Foundation to include your Name(s) in public recognition as a member of the Magnificat Bequest Society?

Yes, I would like my name(s) to be printed exactly as follows:

No

2. Do you grant permission for the Foundation to share your Fund name, the _____, in our public stewardship materials?

Yes

No

Donor Signature: _____

Date: _____

Donor Signature: _____

Date: _____