



**ENDOWMENT FUND AGREEMENT**

Thank you for choosing to establish an Endowment Fund ("Fund") with the Catholic Community Foundation of Northeast Indiana, Inc. (the "Foundation"), an Indiana nonprofit corporation organized exclusively for religious, charitable, and educational purposes consistent with the mission of the Catholic Church and its religious, charitable, and educational works, including, but not limited to, the payment or disbursement of money or other benefits to organizations under Section 501(c)(3), the Internal Revenue Code of 1954, as amended or supplemented.

The Foundation has established a program to allow parishes, schools, and individual donors to establish permanent endowments for future long- term needs of the Diocese of Fort Wayne – South Bend and other designated purposes. The first step in opening such a Fund is completing this agreement and delivering it to the Foundation, along with your contribution.

**NAME YOUR FUND**

Please name your Endowment Fund. *(Subject to approval by the Board of Directors)*

Empty rectangular box for naming the endowment fund.

Form containing contact information fields: checkboxes for Mr., Mrs., Ms., Rev.; Institution; First Name, M.I., Last Name; Title, Business Phone; Cell Phone, Email; Street Address; City / State / Zip; and checkbox for 'Prefer to remain anonymous'.

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## INITIAL CONTRIBUTION

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An endowment is a fund that is generally intended to exist in perpetuity, and therefore it is to be managed with the objective of providing a permanent source of income or gains to support the mission, ministry, or program described in the Purposes section of this Agreement.

Gifts of cash, publicly traded securities, real estate, IRAs, retirement plans, life insurance, bequests, or other deferred gifts may be irrevocably contributed to the Fund at any time subject to approval of the Foundation. **The minimum initial contribution must be at least \$10,000.** Additional gifts may be made in any amount, at any time, and shall be considered part of the Fund's principal.

**IMPORTANT: Please contact our office at (260) 399-1436 prior to sending any money and if transferring securities, to obtain the Authorization for Transfer of Gift Securities form.**

- Check Amount \$ \_\_\_\_\_
- Securities # of Shares \_\_\_\_\_ Security Name \_\_\_\_\_ Approx. Value \$ \_\_\_\_\_
- Mutual Funds # of Shares \_\_\_\_\_ Fund Name \_\_\_\_\_ Approx. Value \$ \_\_\_\_\_
- Other Description \_\_\_\_\_ Approx. Value \$ \_\_\_\_\_

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## PURPOSE

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The Fund is being established to support the purposes described as follows:

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## DISTRIBUTIONS

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Distributions from the Fund shall be made for the benefit of the entity and/or purposes designated by the Donor based on the distribution policy of the Foundation.

As an endowment, the Fund is intended to exist in perpetuity, and the Foundation has adopted policies designed to accomplish that result. Normally distributions are processed once a year; however, in special circumstances, the Foundation will approve and process additional distributions, as needed.

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## **FEES AND REPORTING**

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The Donor understands and agrees that the Foundation shall be authorized to pay from the Fund a portion of the total investment and administrative costs of the Foundation. These costs annually charged against the Fund shall be determined in accordance with the current fee schedule of the Foundation applicable to funds of this type. Any costs incurred by the Foundation accepting, transferring, or managing the gift or donation to the Foundation shall also be paid from the Fund.

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## **CONTINUITY OF THE FUND**

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The parties acknowledge that the time may come when the Foundation determines that it is no longer practical or possible to utilize the Fund to support the purposes designated in this Agreement. In such event, the Donor expressly authorizes the Foundation to direct that the gift may be utilized to support such purpose(s) as the Foundation in its sole discretion determines best fulfills the original intent of the Donor.

While the Donor and the Foundation anticipate that the Foundation will continue to exist in perpetuity, the Donor understands and agrees that upon any dissolution of the Foundation, as provided in the Foundation's Bylaws, all liabilities and obligations of the Foundation shall be paid, satisfied, and discharged. After the Foundation's liabilities have been paid, satisfied, and discharged, all remaining Foundation assets shall be distributed for such purposes as best fulfills the Donor's intent. Any remaining assets of the Foundation not disposed of as described above shall be transferred to an organization selected by the Board of Directors of the Foundation provided that such organizations are of the type identified in Section 501(c)(3) of the Internal Revenue Code (as amended or supplemented).

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## **MISCELLANEOUS**

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This Agreement shall be governed by and construed in accordance with applicable law. If the federal tax law, Treasury Regulations, or administrative requirements of the Internal Revenue Code restrict the uses of assets held in endowment funds like this Fund, all of the terms of this Agreement shall be interpreted and applied in conformity with such law, regulations or requirements, and such law, regulations or requirements shall supersede any contrary provision of this Agreement.

The Fund shall be invested by the Foundation according to investment guidelines which may be modified from time to time. 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 individual records of the Fund but need not segregate the assets of the Fund from other assets owned by the Foundation.

The Foundation will not be liable except for gross negligence or willful act and is not responsible for the act of any investment advisor or custodian properly chosen by it. The Foundation shall not be liable for any actions taken at the direction of the individual Donor.



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## 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**

## FUND PREFERENCES

*As planned gifts are committed to the Foundation, we typically share Fund details—such as the Fund name, donor information, and gift details—with the designated beneficiary to help them steward your generosity and plan for their financial future. Additionally, when funded, the Foundation recognizes Funds by including their names in our Annual Report and other stewardship materials.*

**2. Do you grant permission for the Foundation to share your Fund details with the beneficiary organization and include your Fund name in our public stewardship materials?**

**Yes**

**No**

Donor Signature: \_\_\_\_\_

Date: \_\_\_\_\_