

Community Foundation of the Ozarks  
Agreement Form

\_\_\_\_\_ **DONOR ADVISED FUND**

THIS AGREEMENT, between \_\_\_\_\_ (the "Donor") the Community Foundation of the Ozarks, Inc. (the "Community Foundation") and its affiliate, \_\_\_\_\_ Community Foundation is as follows:

The Community Foundation acknowledges the establishment of the \_\_\_\_\_ Fund (hereinafter called "Fund"). The Fund is subject to the terms and conditions herein set forth and is to be administered as a donor-advised fund.

\_\_\_\_\_ shall serve as donor-advisors, and may from time to time make suggestions to the Board of Directors of the Community Foundation concerning grants from the Fund (exclusively for public educational and charitable uses and purposes). Such suggestions may be accepted or rejected, in whole or part, by the Board of Directors in its sole and absolute discretion. If no advisors are able and willing to act, the Board of Directors shall make decisions without advisors.

The distributable amount of the fund shall be such amount of the income and accumulated appreciation of the Fund as the Community Foundation deems appropriate, in accordance with the payout provisions incorporated in the investment policies adopted by the Community Foundation and as may be amended from time to time.

The Community Foundation may invest and reinvest the assets of the Fund as it determines in its discretion. The Community Foundation has exclusive legal control over the contributed assets to the fund. All assets transferred to the Community Foundation shall be subject to the conditions set forth in the Community Foundation's governing instruments, including its Articles of Incorporation and Bylaws, as they may be amended from time to time, and any resolutions and procedures in effect from time to time. It is understood that donor advised funds must achieve a minimum size of \$25,000 and until such a minimum is reached, all income shall be accumulated.

All the provisions of such governing instruments of the Community Foundation and such resolutions and procedures are incorporated in this agreement and by reference made a part hereof.

The Fund is subject to the then current administrative charge of the Community Foundation.

\_\_\_\_\_  
Donor

\_\_\_\_\_  
Gary Funk, President  
Community Foundation of the Ozarks

\_\_\_\_\_, President  
\_\_\_\_\_ Community Foundation

\_\_\_\_\_  
Date