



**AGREEMENT TO ESTABLISH A DONOR ADVISED FUND**

This Agreement is made to create a Donor Advised Fund (the Fund) between the Salem Community Foundation and

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Donor Name(s)

With this Agreement, the Donor is designating funds in the amount of \$ \_\_\_\_\_ to constitute an irrevocable gift to the Salem Community Foundation with the following terms and conditions:

**NAME OF FUND:** An endowment fund shall be established by Salem Community Foundation to be known and separately accounted for as:

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Any recipient of benefits from this Fund shall be advised unless the Donor, in writing, requests that grant(s) not be identified from the Fund.

**PURPOSE(S):**

Donor may designate a particular purpose(s) or specify that the Fund is for general charitable purposes as recommended by the Donor. Overall, the purpose(s) of the Fund will be to further the charitable mission of the Salem Community Foundation as specifically set forth in its Articles of Incorporation and Bylaws. Please describe the purpose(s) of the Fund:

**DISTRIBUTIONS:** Distributions from the Fund of the net income, principal or both, shall be made at specific times and in clearly defined amounts, ways and purposes designated by the Donor or its designee. Any distributions for scholarships will be issued to both the student and the educational institution in which the recipient is enrolled. The Salem Community Foundation will not distribute scholarship funds directly to a recipient which is not an educational institution. Scholarships which are awarded but not claimed by a recipient shall remain as part of the Fund.

**GRANT RECOMMENDATIONS:** The Donor may submit recommendations to Salem Community Foundation with respect to grant distributions. Recommendations made by the Donor or its designee are solely advisory and Salem Community Foundation is not bound by any such recommendations. Any and all such designations made by the Donor shall be in writing and become effective when received and evaluated by Salem Community Foundation. Grant recommendations received from the Donor or its designee shall be for awards of \$100 or more.

**ADMINISTRATION OF THE FUND:** The Fund shall be administered under the procedures for operation of donor advised funds. The Fund will be identified as a separate fund in Salem Community Foundation records, the endowment funds may be comingled with other endowment funds in investment accounts managed by Salem Community Foundation. It is understood Salem Community Foundation will assess the Fund annually for a percentage-based allocation of administrative expenses attributable to its creation and maintenance.

**INVESTMENT OF FUND ASSETS:** Salem Community Foundation will administer and invest the endowment funds in accordance with its investment policies. Salem Community Foundation makes no guarantees as to any particular investment rate of return or that the invested funds will maintain any particular value. The Donor acknowledges that any investment has risk and the endowment funds as invested may lose value.

**MINIMUM FUND BALANCE:** The current policy of Salem Community Foundation for new endowment funds requires a minimum contribution and maintained balance of \$5,000. Unless otherwise instructed in writing by the Donor (e.g. specified percentage or dollar amount), distributions for grants or awards will be limited to income generated by the endowment funds and only if the Fund has a balance in excess of \$5,000.

**THE FUND AS A COMPONENT OF THE FOUNDATION:** It is intended that the Fund be a component of Salem Community Foundation and not a separate trust, and that nothing in this Agreement shall affect the status of Salem Community Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code. This Agreement shall be interpreted to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued. Salem Community Foundation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the purposes of this Fund.

**GOVERNING LAW AND POLICIES:** This endowment fund is executed in and shall be governed by the laws of the State of Ohio. This Agreement is in accordance with Salem Community Foundation policies generally applicable to its endowments. The effective date of this Agreement shall be the date it is fully executed.

**MODIFICATION:** If the Fund's purpose(s) become impractical or any provision of this Agreement is found to conflict with or violate any federal law, state law, and / or regulation the Donor will be contacted to update the purpose(s) of the Fund. If the Donor is not available for reconsideration, the Salem Community Foundation's Board of Directors shall have the authority to provide a modified or otherwise appropriate alternative use that aligns with the Donor's original intent.

**PRIMARY CONTACT INFORMATION:** Please provide this information for the Donor or its designee who will be the primary contact person. It is the Donor's responsibility to notify the Salem Community Foundation of any changes.

**DONOR SIGNATURE(S):**

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Printed Name

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Signature

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Printed Name

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Signature

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Street Address

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City, State, Zip

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Email Address

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Contact Phone #1

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Contact Phone #2

**The Salem Community Foundation accepts this Agreement and contribution.**

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Signature

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Date