



(Fund Name Here)

Donor Advised Fund Agreement

THIS AGREEMENT, made this _____ day of _____, 20____, is by and between _____ (the “Donor(s)”) and STARK COMMUNITY FOUNDATION, INC., a not for profit corporation organized under the laws of the State of Ohio and qualified under Section 501(c)(3) of the Internal Revenue Code for charitable, educational, and scientific purposes (hereinafter called the “Foundation”).

The Donors desire to create a permanent fund as a component fund in the Foundation with the following property (donated cash, securities, or other property) (the “Property”) donated for charitable, educational, and scientific purposes: _____.

1. NAME OF FUND: The Fund shall be known as the “_____ Advised Fund.” Unless otherwise requested by the Donors, organizations to which grants are made shall be notified that the grant is from the “_____ Advised Fund.”

2. CONTRIBUTIONS: The Donors hereby irrevocably assign, convey, transfer and deliver the Property to the Foundation. The Donors or any other person may from time to time add to the Fund.

3. ADMINISTRATION: The Foundation shall hold, manage, invest and reinvest the Fund, shall collect the income, gains, and losses and shall pay and disburse the distributable amount for charitable, educational, and scientific purposes, in accordance with the Foundation’s Policies currently in effect, and as amended from time to time. The Foundation is authorized to make a charge to the Fund for administrative services in accordance with the Administrative Fee Schedule.

4. ASSET MANAGEMENT: Control over the investment and reinvestment of Fund assets shall be exercised exclusively by the Foundation, according to the Foundation’s Investment Policy Statement, which may be amended from time to time by the Foundation.

5. DISTRIBUTION AND PURPOSE: Income shall be distributed in such a manner and at such times as the Board of Directors of the Foundation shall authorize, in accordance with the Procedures for Operation of Donor Advised Funds, which may be amended from time to time by the Foundation. The Donors, may, during their lifetime, make recommendations in writing to

the Foundation's Board of Directors with respect to the distribution of charitable grants from this Fund. Upon the death, disability, or the Donors' unwillingness to serve, recommendations may be made by the Donors' children, _____, or the survivor of them or the one willing to serve. Following the death of the last surviving child of the Donors, or the decision of the last surviving child not to serve, the principal and income then in the Fund shall become part of the Foundation's Community Charitable Fund, to be used as authorized by the Board of Directors of the Foundation.

6. VARIANCE POWER: The Fund is protected from obsolescence. In the event that distributions to a charity specified in any provision hereof or an amendment hereto, become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community, the Foundation shall, under its variance power, designate another charity or charities, qualified to receive grants from the Foundation, in its place.

7. IRREVOCABLE GIFT: This Agreement is expressly made irrevocable. The right to amend or supplement the Agreement, to facilitate the administration of the Fund, rests exclusively with the Foundation's Board of Directors. The Donors may request an amendment or supplement, which will be effective upon the approval of the Foundation's Board of Directors.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the day and year first above written.

BY: _____ BY: _____
Donor(s) Stark Community Foundation, Inc.

BY: _____ ITS: _____
Donor(s)