WAMEGO COMMUNITY FOUNDATION
FUND AGREEMENT

The Greater Manhattan Community Foundation is a 501(c) (3) public charity, EIN #48-1215574, incorporated in the State of Kansas.

THIS AGREEMENT is entered into this ____ day of _____, 20___, by the Wamego Community Foundation ("WCF"), an affiliate of the Greater Manhattan Community Foundation ("GMCF") a Kansas not-for-profit charitable corporation, and _____.

1) FUND AGREEMENT TYPE

___ Agency – *(fund established by a 501(c)(3) organization with gift dollars they have already send tax receipt to donors)*
___ Designated – *(fund established to receive gifts for a specific charitable cause, that enable donors to receive a tax deduction)*
___ Donor Advised – *(fund established by donor that will give fund-holder the ability to direct to charitable causes at a later date)*
___ Field of Interest – *(fund established that will allow several donors to give to causes similar to their interests)*
___ Scholarship – *(fund established that will provide an individual with support for intellectual enhancement)*

Agency Tax Identification Number: _____ *(If Applicable)*

2) NAME OF FUND

The name of the Fund shall be the: _____ Fund ("Fund").

___/___ ☐ I would like this Fund to be Anonymous and **not** to be included in any publications or publicity.

3) PURPOSE OF FUND

The primary purpose of the Fund shall be to provide support, consistent with the exempt purposes of the Foundation, to:

_____,

4) TYPE OF FUND – *(select the type of Fund you wish to establish and initial by your selection)*

___/___ ☐ **Endowed Fund**: Endowed funds are established to protect the principal. The principal is not available for spending as per the establishment of the fund. Distributions will be made in perpetuity according to the funds charitable purposes as long as those purposes can be served. Endowment funds are subject to the Foundation's Spending Policy, which may be amended at the sole discretion of the GMCF Executive Board of Trustees.

___/___ ☐ **Expendable Fund**: Expendable funds are established with the intent that both the earnings and principal will be distributed for charitable causes. Once the original gift and related earnings are exhausted, the fund terminates unless additional gifts are made to the fund.

5) CONTRIBUTIONS

The contributions from the Donor(s) shall be held, administered and distributed in accordance with this Agreement. If making a contribution of multiple securities or assets, please attach pages as needed.

☐ Check for $_____
☐ Bequest or other deferred gift
☐ Real Estate (attach detail of property)
☐ Other _____
☐ Closely held stock, Partnership or LLC interest, etc.
☐ IRA/Retirement Plan/Life Insurance *(Attach a copy of your beneficiary designation form)*
☐ Publicly Traded Securities: _____ shares of _____

6) INVESTMENTS

Fund assets will be reviewed, invested and approved by the GMCF Investment Committee and approved by the Executive Board according to the Investment Policy. Please select your investment preference below. All investment option changes must be made in writing.

___/___ ☐ **Growth**: Structured for aggressive growth. (*The market value of this portfolio is NOT guaranteed and may decline in value).*

___/___ ☐ **Balanced**: Structured for moderate growth. (*The market value of this portfolio is NOT guaranteed and may decline in value).*

___/___ ☐ **Income**: Structured for conservative growth. *(The market value of this portfolio is NOT guaranteed and may decline in value).*

___/___ ☐ **Money Market**: Structured for stable balance. (*The market value of this portfolio is not guaranteed, but declines in value are anticipated to be relatively modest and infrequent.*

___/___ ☐ **Capital Preservation:** Structured for a short-term time horizon. This option seeks to maximize current income consistent with the preservation of principal and limited volatility. *(The portfolio may not keep pace with inflation and may not maintain a stable value over short periods).*

___/___ ☐ **ESG Option:** I prefer the ESG option available in the Growth, Balanced and Income selections. *A selection above of one of these three options is required.*

7) PROFESSIONAL ADVISOR – *(Donors with funds greater than $50,000 may recommend a regulated professional advisor of their choice).*

___/___ ☐ I wish to use _____ as my regulated professional advisor.

8) DISTRIBUTIONS

- **For endowed funds**, the amount available is from the principle earnings as determined by the GMCF Endowed Spending Policy.
- **For expendable funds**, requests for distributions should not exceed the fund balance and may be submitted throughout the year.
- Requests may be made via; Donor Central, in person, email, mail, or fax by completing a Distribution Recommendation Form.
- Recommendations will be review for charitable status and have final approval of the GMCF Executive Board.
- No distribution will be made if it endangers the Foundation's 501(c)(3) status in the judgment of the GMCF Executive Board.
- The Board shall monitor all distributions to ensure they are used exclusively for charitable purposes as per Codes Section 170(c)(1) or (2)(B), and shall have all powers of modification and removal specified in United States Treasury Regulations Section 1.170A-9(e)(11)(v)(B).

CONTINUITY AND DISTRIBUTION UPON DISSOLUTION

The fund shall continue so long as assets are available and its purposes can be served. In the event the Organization and its legal successors cease to exist or the Organization loses its charitable status, the Authorized Fund Representative(s) may recommend that; 1) the Fund continue as established by this fund agreement, 2) that the remaining fund assets be directed to another fund at the Foundation, 3) the fund provide support or be transferred to another qualified 501(c)(3) public charity.

Option 1: Continuation of Fund

___/___ I/we recommend that the Fund continue as established to provide support to the following qualified 501(c)(3) public charity:

Charity Name: _____

Option 2: Direct to Public Charity

___/___ I/we recommend that the assets be used to provide support for _____

Option 3: Direct to a WCF Fund

___/___ I/we recommend that the assets be transferred to a WCF Fund serving the one of the following purposes *(% should equal 100)*

%	%	%
_____ Animals	_____ Community Support	_____ Preservation, Conservation & Beautification
_____ Arts & Humanities	_____ Education	_____ Scholarship
_____ Basic Human Needs & Healthcare	_____ AACF Support	_____ Unrestricted
_____ Children & Youth	_____ Religion	Other _____

If, in the judgment of the GMCF Executive Board, the recommended continuation option is incapable of fulfillment or inconsistent with the charitable purposes, the Executive Board will endeavor to direct the Fund to support the charitable purpose(s) that most nearly reflect the recommended purpose for the continuation of the Fund. Such disposition will be made in accordance with WCF procedures.

9) AGREEMENT SIGNATURES

Policies and Procedures

The undersigned understand that any contribution to the Foundation represents an irrevocable gift and is not refundable and only transferable to another 501(c)(3) organization. The undersigned certify that all information presented with this agreement is accurate and will notify WCF of changes.

Fund Administration and Fees

The undersigned agree to the terms and conditions of the GMCF Fund Administration Fee Schedule. The Fund shall be administered according to procedures established by the Foundation, which may be amended from time to time.

Investments

The undersigned acknowledge and agree that IRS regulations enable authorized rep(s) to recommend investment preferences but require the Foundation to retain final discretion regarding those preferences. The undersigned understand that investments will be administered in accordance with the policies of the GMCF. The undersigned acknowledge that investments are subject to market and interest rate fluctuation risks, and that any gain or loss generated will be credited or charged to the fund.

Indemnity

In consideration of the Foundation creating a fund at the request of the individual(s) or entity named, the undersigned hereby agree to indemnify and hold harmless the Foundation, its directors, officers and other representatives, against any liability, cost, or expense which the Foundation may incur by reason of its acting upon recommendations given to the Foundation by any of the authorized persons named.

Variance Power

It is understood that the Fund is a component part of the Foundation, which shall be held as general assets of the Foundation and not as a separate trust fund. The Foundation will administer the fund subject to the laws of the State of Kansas and the Foundation's Articles of Incorporation and Bylaws. GMCF will monitor the distribution of the Fund to ensure it is used exclusively for charitable or other exempt purposes (within the meaning of Codes Section 170(c)(1) or (2)(B)), and will recommend modifications if needed as specified in United States Treasury Regulations Section 1.170A-9(e)(11)(v)(B). If any conditions or restrictions with respect to gifts from the fund are unnecessary, incapable of fulfillment, or inconsistent with the charitable or exempt purposes of the Fund, the Foundation reserves the right to vary the terms to ensure the charitable intent of the fund is honored.

AUTHORIZED FUND REPRESENTATIVE 1

AUTHORIZED FUND REPRESENTATIVE 2

Fund Representatives have the authority to recommend: 1) distributions, 2) changes to the investment of assets, and 3) continuity and distribution upon dissolution.

_____

Business or Organization Name (if applicable) / Mailing Address / City State Zip / Phone

_____
Name (Please Print)

_____
Address / City / State / Zip

_____
Signature

_____
Date *Phone*

_____
Email

_____
Name (Please Print)

_____
Address / City / State / Zip

_____
Signature

_____
Date *Phone*

_____
Email

Successor Fund Representative(S)

Successor Fund Representatives shall have the same power and authority as the original advisor(s). By default, power and authority comes to GMCF if no successor representative is named. The Donor(s) to this fund hereby designate the following successor advisors: *(Please provide current contact information)*

_____
Full Name (First, Middle, Last)

_____
Relationship to donor advisor(s)

GREATER MANHATTAN COMMUNITY FOUNDATION

_____
Signature
Vernon J. Henricks President & CEO

_____
Date

Date of Initial Gift: ___ /___ /___

_____
Signature

_____
Name / Title (Please Print)

_____
Date

Date of Board Approval: ___ /___ /___