

Name of Fund:

FUND ID:

For internal use only

Name of Agency Establishing Fund:

Charitable Purpose of the Fund:

Agency Representative Information:

Please provide contact information for representatives of the Agency for which this Fund is established.

Agency Representative 1			
Last name:		First name:	
Agency:		Title:	
Agency Mailing Address:			
Email Address:	Home Phone:	Business Phone:	Cell Phone:
Contact for official communications? <input type="radio"/> Yes <input type="radio"/> No			
Has Access to Fund's Online Account? <input type="radio"/> Yes <input type="radio"/> No			
Contact Preference: <input type="checkbox"/> Email <input type="checkbox"/> Cell Phone <input type="checkbox"/> Home Phone <input type="checkbox"/> Business Phone <input type="checkbox"/> Mail			

Agency Representative 2 (optional)			
Last name:		First name:	
Agency:		Title:	
Agency Mailing Address:			
Email Address:	Home Phone:	Business Phone:	Cell Phone:
Contact for official communications? <input type="radio"/> Yes <input type="radio"/> No			
Has Access to Fund's Online Account? <input type="radio"/> Yes <input type="radio"/> No			
Contact Preference: <input type="checkbox"/> Email <input type="checkbox"/> Cell Phone <input type="checkbox"/> Home Phone <input type="checkbox"/> Business Phone <input type="checkbox"/> Mail			

Initial Contribution to Establish Fund:

Cash: \$ payable to San Joaquin Community Foundation

Real Property:

Other:

Stocks/Bonds*:

**If giving securities, please identify securities and name of broker and firm handling the transfer.*

Type of Agency Fund:

Agency Representative(s) are to mark one or the other:

Non-Endowed Fund. It is the intent and desire of the Agency that the Fund will continue so long as the need for it exists and so long as assets continue to be held in the Fund for the charitable purposes described above.

Endowed Fund. It is the intent and desire of the Agency that the Fund will continue to provide for the charitable purposes described above in perpetuity.

Investment of Assets:

The Foundation maintains investment pools in which you may choose to invest the assets of the Fund. Agency Representative(s) may choose one pool in which to invest. Each investment pool has varying expected rates of return. Please read attached *Terms and Conditions* for additional information.

Moderate Pool

Growth Pool

Green Pool

Fund Recognition:

The Foundation may use the Fund name for grants and in Foundation materials and publications.

This Fund should remain anonymous in grant letters and Foundation publications.

Advisors:

Agency Representative(s) may name Advisors (officers or other representatives of the Agency) who have authority to advise the Foundation as to the desired investment of Fund assets and distributions of the Fund. An agency may name more than one Advisor, but in doing so, must disclose if the Advisors must act jointly or may act individually on behalf of the Fund. An agency may remove an Advisor or successor Advisor by providing written notice of the removal to the Foundation

The Agency wishes to name Advisor(s) as indicated below.

If multiple advisors, may the advisors act individually of each other, or must act jointly?

Advisors may act individually of each other.

Advisors must act jointly.

Advisor 1			
Last name:		First name:	
Name of Agency:		Title:	
Home Mailing Address:			
Email Address:	Home Phone:	Business Phone:	Cell Phone:
Contact for official communications? <input type="radio"/> Yes <input type="radio"/> No Has Access to Fund's Online Account? <input type="radio"/> Yes <input type="radio"/> No			
Contact Preference: <input type="checkbox"/> Email <input type="checkbox"/> Cell Phone <input type="checkbox"/> Home Phone <input type="checkbox"/> Business Phone <input type="checkbox"/> Mail			

Advisor 2 (optional)			
Last name:		First name:	
Name of Agency:		Title:	
Home Mailing Address:			
Email Address:	Home Phone:	Business Phone:	Cell Phone:
Contact for official communications? <input type="radio"/> Yes <input type="radio"/> No Has Access to Fund's Online Account? <input type="radio"/> Yes <input type="radio"/> No			
Contact Preference: <input type="checkbox"/> Email <input type="checkbox"/> Cell Phone <input type="checkbox"/> Home Phone <input type="checkbox"/> Business Phone <input type="checkbox"/> Mail			

Supporting the Foundation:

The Foundation’s operating expenses are covered by Support Fees and the generosity of caring donors. We invite you to consider a contribution to the *Foundation Fund* to support the Foundation’s operations. Your gift will ensure that the Foundation will continue to be responsive to community needs and work toward expanding philanthropy in this region. If you would like to support the *Foundation Fund*, please select one of these two options:

- ____ % or \$_____ annually
- One-time gift \$_____

Agency Representative Acknowledgement and Signature:

I/We acknowledge that I/we have read the Foundation’s *Terms and Conditions* and agree to the fees, terms and conditions described therein. I/We understand that any contribution, once accepted by the Foundation’s Board of Directors, represents an irrevocable gift to the Foundation. The Foundation’s Board of Directors has variance power under IRS regulations, and this gift is not refundable. I/We hereby certify, to the best of my/our knowledge, all information presented in connection with this form is accurate, and I/we will notify the Foundation promptly of any changes. I/We also represent that I/we have authority to enter into this agreement on behalf of the Agency listed herein.

Agency Representative(s) Signature(s)

Print: _____
Agency Representative 1

Signature: _____ Dated: _____

Print: _____
Agency Representative 2

Signature: _____ Dated: _____

San Joaquin Community Foundation Signature

By: _____ Dated: _____
Authorized Representative

Terms and Conditions:

Tax Status of Contribution

Funds established at the San Joaquin Community Foundation (“Foundation”) and its affiliates are component funds of the Foundation, a Section 501(c)(3) public benefit corporation. All contributions to the Foundation’s funds are treated as gifts to a Section 501(c)(3) public charity and are tax-deductible, to the extent allowed by law, subject to individual and corporate limitations. Acceptance of all gifts is subject to the provisions of the Foundation’s Gift Acceptance Policy. Any assets contributed to funds at the Foundation, once accepted by the Board of Directors of the Foundation, represent unconditional and irrevocable gifts and are not refundable. Legal control and responsibility for the funds rest with the Foundation.

Administration

The Foundation shall administer the Fund in accordance with these Terms and Conditions, under and subject to the Foundation’s governing instruments, as amended from time to time, and in accordance with procedures for the administration of similar funds of the Foundation, including charges for Foundation services.

Variance Power

All funds established at the Foundation are subject to the Foundation’s “variance power,” as set forth in its Bylaws. Variance power grants the Foundation’s Board of Directors the power to modify any condition or restriction on the distribution of funds for any specified charitable purpose or purposes, or to a specified organization or organizations if, in its sole judgment (without the necessity of the approval of any other party), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served by the Foundation.

Investment of Assets

All assets contributed to funds established at the Foundation are invested in the Foundation’s investment pools and are managed in accordance with the Foundation’s *Investment Policy*, a copy of which is available upon request. For the purposes of investments, the Foundation does not segregate the assets of any single fund from the assets of the Foundation’s other component funds, but will keep a separate account of the fund’s assets, and the fund’s proportionate share of all investment earnings and investment fees applied to the fund. In establishing a fund, the Agency Representative(s) acknowledges that the investments in the fund are subject to market and interest rate fluctuations. All investment returns are reported net of all investment fees, which shall be allocated and charged to the Fund in accordance with agreements between the Foundation and the applicable investment managers for the pool or pools in which the assets of the Fund are invested. The Fund’s Advisors or successors, may advise the Foundation in writing from time to time, but not more than two times per calendar year, with regards to which investment pools the assets of the Fund should be invested in.

Fundraising

Additional gifts may be made directly to the Fund at any time. However, for legal reasons, fundraising events cannot be held in the name of an Agency Fund, nor can the Foundation pay event vendors out of the Fund. A copy of the Foundation's *Donor Initiated Fundraising Guidelines* will be made available on request.

Restrictions on Grants

In compliance with the Internal Revenue Code, grants are not permitted for non-charitable purposes; for political contributions or to support political campaign activities; or for any purpose that would endanger the Foundation's Code Section 501(c) (3) status.

Support Fees

As a nonprofit public benefit organization, the Foundation supports its work on behalf of fundholders and the community by charging support fees to manage charitable funds. Within the Foundation, the fees cover fund establishment, gift acknowledgment, investment management, grants administration and individualized donor services, such as research on nonprofit organizations and special requests. For the community, the fees are used strategically to improve lives by initiating or partnering in efforts to address key local issues, paying attention to areas of community need not covered by other organizations. The Foundation's commitment to the local community is what sets the Foundation apart from commercial charitable funds, and all of the fees paid by fundholders stay in the region to support the work that the Foundation does in partnership with fundholders.

The Foundation shall retain reasonable compensation for its services and expenses. Such compensation shall be established by the Board of Directors of the Foundation. Fees are determined by the level of service required to administer the fund as well as by the amount in the fund, and are initially set at the time the agreement is signed. The Support Fee structure may be amended from time to time by the Foundation's Board of Directors with 45 days' written notice to the Agency Representative(s) and/or Successor Advisors. The current administrative fee on Foundation Agency funds, which is subject to change, is 1% for non-endowed, and 0.5% for endowed Agency Funds, assessed quarterly.

Advisors

Agency Advisors of the Fund have full advisory privileges, including grant recommendations, and naming other Advisors, and the ability to suggest, with Foundation approval, releasing restrictions on the Fund. Upon the death, resignation, or incapacity of an Advisor, any remaining Advisor(s) retain their assigned privileges associated with the Fund.

The Agency may appoint successor Advisors, upon written notification. Successor Advisors may assume the privilege to advise the Fund only after the death, resignation, or incapacity of all initial Advisor(s) named on the Fund. Successor Advisors may not appoint further successors.

In the event that the Agency Representative(s) has not designated Successor Advisors or a succession plan to make recommendations for the Fund after the death or incapacity of the initial Advisors, the Foundation's succession plan policy and procedure shall apply and the Foundation shall have no liability to any party for carrying out such policy and procedure.

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Indemnity

In consideration of the Foundation’s creating a Fund at the request of the Agency Representative(s) and for other good and valuable consideration, the Agency hereby agrees to indemnify and hold harmless the Foundation against any liability, cost, or expense which the Foundation may incur by reason of its acting upon instructions or recommendations given to the Foundation by any of the undersigned or by persons authorized to make recommendations with regard to the Fund.

Entire Agreement/Supersedes Prior Agreements

This Agency Fund Agreement, together with these Terms and Conditions and other documents referred to herein, contains the entire Agreement (collectively “Agreement”) between the Agency and the Foundation and may not be modified except by written instrument signed by both the Foundation and the Agency. This Agreement replaces and supersedes any other agreement or agreements, oral or written, that the Foundation may have with the Agency with respect to the subject matter covered by this Agreement.