



_____ **Fund for Adams County Agreement**

_____ (the "Donor") and Adams County Community Foundation, Inc. (the "Community Foundation") hereby agree to the terms of an irrevocable charitable gift described as _____ for the purpose of establishing an endowment fund (the "Fund").

Fund Name: The name of the Fund shall be _____. The Donor or others may add gifts to the Fund at any time.

Fund Type & Charitable Purpose: The Fund shall be administered by the Community Foundation as a Fund for Adams County, an unrestricted endowment of the Community Foundation. The Community Foundation in its sole discretion shall award grants to charitable programs to support the greatest needs and opportunities in the community.

Distributions: Grant awards shall be available for distribution for the charitable purpose indicated above, on a yearly basis, subject to final approval by the Board of Directors of the Community Foundation and in accordance with the By-Laws, Spending Policy, and other established policies of the Community Foundation, as amended from time-to-time.

Donor Privacy: The Community Foundation shall not disclose to the general public or any individual any gift details or any personal donor information. Disclosures shall be made only as necessary to comply with laws or regulations. Unless the Donor elects in writing to make grants from the Fund **anonymous**, from time-to-time, the Community Foundation may include the name of the Fund among a list of similar funds in a newsletter or annual report. Unless the Donor elects in writing to make grants from the Fund **anonymous**, charities receiving grants from the Fund may be notified the name of the Fund in the letter accompanying the grant check.

Investment: The Board of Directors of the Community Foundation shall have full authority and discretion as to the investment and reinvestment of the assets of the Fund. Investments may lose value.

Fees: The Community Foundation will assess administrative and investment management fees against the Fund in accordance with the Community Foundation's published fee schedule, as amended from time to time. The Community Foundation may also assess the fund to cover any unusual expenses



incurred in connection with the contributed assets, including the cost of disposing of them, and in the administration of the Fund.

Management and Control: It is understood and agreed that the Fund therein shall be administered and controlled by the Community Foundation, subject to its Articles of Incorporation, Schedule of Fees, By-Laws, and other policies as adopted and amended from time to time, including the ***variance power*** contained therein for the Board of Directors of the Community Foundation to modify any restrictions or conditions if in their sole judgment such restriction becomes, in effect, unnecessary, impractical, or inconsistent with the charitable needs of the area served by the Community Foundation.

The Fund shall be the property of the Community Foundation and shall not be deemed a separate trust fund held by it in a trustee capacity. The Community Foundation shall have the ultimate authority and control over all property in the Fund, and the income derived there from, for the charitable purposes of the Community Foundation.

Future Gifts: Bequests, beneficiary designations, and other future gifts may be payable to "Adams County Community Foundation" as an addition to the _____ . All gifts shall be irrevocable. The Community Foundation's tax identification number is 26-1404848.

By: _____ Date _____
Type Donor Name Here

ADAMS COUNTY COMMUNITY FOUNDATION:

By: _____ Date _____
Type Name Here