

## **AGREEMENT TO ESTABLISH**

**THE \_\_\_\_\_ FUND**  
**(A donor-advised fund at Florida Baptist Foundation, Inc.)**

THIS AGREEMENT (“Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
between \_\_\_\_\_ (the “Donor”)  
and Florida Baptist Foundation, Inc., a Florida not-for-profit religious charitable  
Foundation (the “Foundation”), having its principal office in the City of Jacksonville,  
Duval County, Florida.

### **WITNESSETH:**

**WHEREAS**, the Donor desires to create a Donor-Advised Fund exclusively for  
charitable purposes; and

**WHEREAS**, the Donor may transfer additional property for such purposes;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants  
herein contained, the Donor hereby irrevocably assigns, conveys, transfers, and  
delivers to the Foundation the assets listed on EXHIBIT A TO HAVE AND TO  
HOLD the same and all income from the foregoing property, **NEVERTHELESS**  
as a donor-advised fund of the Foundation, for the following uses and purposes  
and subject to the terms and conditions herein set forth. It is agreed and  
understood that the Fund will in all events be used and dedicated to a purpose  
permitted by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended  
(the “Code”).

**FIRST:** The fund hereby created shall be known as the

\_\_\_\_\_ Fund (the “Fund”).

**SECOND:** The Foundation shall hold, manage, invest and reinvest the Fund exclusively  
for general charitable uses and purposes in accordance with the policies and procedures  
adopted by the Foundation regarding the investment of and distribution from donor-  
advised funds.

THIRD: After contributions to the Donor Fund have been on deposit with the Foundation a minimum of 60 days, the Donor may (quarterly, semiannually, annually or from time to time) submit recommendations regarding the grants to be made from the Fund and may consult with the Foundation's staff about the use of the Fund for qualified charitable uses and purposes. These recommendations will be given careful and thoughtful attention. It is understood that these suggestions will not be binding on the Foundation's Board of Trustees (the "Board"). The Board retains final authority over all distributions made by the Foundation. Following the death of the Donor, the Fund will retain its name as set forth above, and will become a permanent endowment fund within the Foundation.

FOURTH: Grants from the Fund will be made only to ministries and organizations which are then qualified under section 501(c)(3) of the Code.

FIFTH: Recommendation by the Donor will in each case be evaluated independently by the Foundation's staff to determine if the recommendations are consistent with the purposes of the Foundation as identified by the Board. No grant will be given to organizations whose mission is in conflict with traditional Christian values.

SIXTH: Grants from the Fund will not be made to pay dues for membership of an individual in an organization, purchase admission to charitable events, or to discharge or satisfy a legally enforceable obligation or personal pledge that has been made by the Donor or any other individual or organization.

SEVENTH: It is the practice of the Foundation to identify for grant recipients the specific fund or funds from which a grant is paid. In the case of grants from donor-advised funds, grant recipients will be informed of distributions from such funds unless the Donor has specified to the contrary in writing.

EIGHTH: The Foundation shall receive a fee, which may be taken from the Fund, for reasonable and proper compensation for services and expenses rendered to and incurred by the Fund in accordance with the Foundation rules governing donor-advised funds.

NINTH: Upon signing this Agreement, the Donor irrevocably transfers and delivers to the Foundation the property hereinafter described in Exhibit "A", exclusively for the Foundation's exempt purposes. If no property is initially transferred, this Agreement, nevertheless, shall be effective for any future transfers made into the Fund.

TENTH: The minimum initial contribution to a Fund will be \$5,000. The minimum addition to a Fund after it is initially created will be \$500. The minimum grant distribution from a Fund is \$100. These limits may be changed from time to time by the Foundation. Additions to Funds can be made by the Donor or by any other person or entity, subject to acceptance by the Foundation.

ELEVENTH: The Fund is subject to the condition that the Foundation, as of the date of transfer, is classified in good standing by the Internal Revenue Service as an organization (i) described in section 501(c)(3) of the Code and (ii) which is not a private foundation as defined in section 509(a) of the Code.

TWELTH: This Agreement shall be binding on the Donor, the Donor's named successor advisor(s) and the Donor's personal representatives, heirs, and assigns.

THIRTEEN: The Fund created by this Agreement shall be administered in and under the laws of the State of Florida, and this Agreement and the validity thereof shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Donor and the Foundation have executed this Agreement as of the date first above written.

**DONOR(s):**

By: \_\_\_\_\_

By: \_\_\_\_\_

**FLORIDA BAPTIST FOUNDATION:**

By: \_\_\_\_\_  
(Executive Director-Treasurer)

By: \_\_\_\_\_  
(President)

**EXHIBIT A**

**THE \_\_\_\_\_ FUND**  
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\$ \_\_\_\_\_ in cash or property has been contributed to the Fund.

Listing of publicly traded securities or mutual funds initially contributed to the Fund.

Stocks and/or Mutual Funds:

Shares:

**DONOR(s):**

By: \_\_\_\_\_

By: \_\_\_\_\_