

SAMPLE

AGREEMENT FORM – UNRESTRICTED FUND

On this date, _____, 201_, and with this agreement (“Agreement”), _____ (“the Donor”) makes an irrevocable gift of \$_____ to the Hampton Roads Community Foundation (“HRCF” or “Foundation”), a 501(c)(3) organization authorized to receive and hold charitable funds in accordance with its Articles of Incorporation and Bylaws.

A. HRCF accepts this gift subject to the terms and conditions of this Agreement as follows:

1. That the gift [*made in honor of or in memory of _____, (optional)*] is to be used to establish a permanent fund at the Foundation to be known as the _____ Fund (“Fund”).
2. That, subject to the Foundation’s Gift Acceptance and Donor-Initiated Fundraising policies, additional contributions may be made by the Donor(s) or others to the Fund to ensure its growth.
3. That the Fund shall be administered by the Foundation subject to its Articles of Incorporation and Bylaws; and the HRCF Board of Directors shall have absolute discretion and authority as to the distribution of grants from the Fund.
4. That the annual amount available for distribution from the Fund shall be determined under the HRCF policies in effect from time to time with respect to distributions from permanent funds.

B. In addition to the above terms and conditions, the Donor(s) further agrees to the following administrative provisions:

1. That HRCF shall have absolute authority and discretion as to the investment of the Fund’s assets.
2. That all property and money in the Fund shall be the assets of the Foundation and may be co-mingled with other Foundation assets. HRCF shall not be required to segregate the Fund’s assets investment purposes; however, it shall be required to maintain a separate accounting of the Fund on its books and records.
3. That if HRCF in good faith determines that any condition or restriction on which the Fund is held, including any condition or restriction provided for in this Agreement, has become, in effect, unnecessary, impractical or incapable of fulfillment or is inconsistent with the charitable needs of the communities of southeastern Virginia, the Foundation shall be authorized to modify such condition or restriction.
4. That the Fund is subject annually to an administrative fee based on the Foundation’s then current administrative fee structure. The Donor(s) has received and reviewed HRCF Policy on General Support from Component Funds.

SO AGREED:

Deborah M. DiCroce
President & CEO
Hampton Roads Community Foundation

[Donor's Name]
[Donor's Address]
[Donor's Phone Number]

[Donor's Name]
[Donor's Address]
[Donor's Phone Number]

Policy on General Support from Component Funds

The Foundation depends on annual support from administrative fees assessed on component funds to provide general philanthropic services to the community and to support its community leadership activities. In keeping with the charitable purposes of the Foundation, our objective is to keep operating expenses at a moderate level and to provide a high quality service to all donors and charitable organizations.

Services provided by the Foundation to donors include administrative, audit, grantmaking, grantee accountability and reporting functions specific to each component fund. Foundation staff also research program models to assist donors in the design of a focused or special purpose grant program. In cases where special grant administrative services may be required, direct costs to the Foundation will be reimbursed by the fund in addition to the annual contribution made for general support.

Services provided by the Foundation to charitable organizations include information and referral and community workshops on Foundation programs and related matters.

Annual support from component funds is based on the type of fund established. The support contribution percentage shown below is applied to the trailing twelve-quarter average asset value or the number of quarters the fund has been in existence if fewer than twelve. Typically, the support contribution is calculated as of September 30 of the prior year; however, if the fund is received in the fourth quarter of a given year, the December 31 asset value will be used to calculate the support contribution of the fund for the first year.

Any direct costs incurred to evaluate, acquire or sell a complex gift asset, such as real estate, partnership interest, or closely held stock, will reduce the net proceeds credited to the beneficiary fund.

Fund Type	Fee
Unrestricted Fund	1.10%
Field-of-Interest Fund	1.10%
Designated Fund	1.00%
Permanent Organizational Fund	.75%
Scholarship Fund	1.50%
Current Use Fund*	2% of gifts plus investment earnings
Endowed Donor Advised Fund*	No minimum fee
Up to \$1 million	1.00%
\$1,000,001 - \$4,999,999	.65%
\$5 million +	.50%
Supporting Organizations	
\$2.5–10 million	.75% to .50% (plus direct costs)
\$10-25 million	.50% to .35% (plus direct costs)
\$25 million +	.35% to .15% (plus direct costs)

**International Grant Recommendations: A fee to cover legal expenses will be assessed based on actual costs for determining charitable status of any recommended organizations outside the U.S. In addition, the Foundation charges the fund a \$50 fee per grant made to charitable organizations outside the United States.*