DONOR ADVISED FUND

Thank you for setting up a donor advised fund to be administered by the Community Foundation of Greater Huntsville, a 501(c)(3) public charity.

Please complete the attached form and return to giving@communityfoundationhsv.org.

Questions?

Contact **256.489.3525**
or
giving@givehsv.org.

Additional information about the policies and procedures that govern your fund may be found at https://givehsv.org/policies.

Community Foundation of Greater Huntsville
A Smart Place to Give

P.O. Box 332 | Huntsville AL 35804
256.489.3525 | www.givehsv.org

DONOR ADVISED FUND AGREEMENT

1. YOUR FUND

Name your Fund as you like. You can include your name or remain anonymous. Examples: James Family Foundation

Name of Fund

2. FUND ADVISOR(S)

Fund Advisors make recommendations for all Fund-related matters, including grants and investments. List additional Fund Advisors in Section 8.

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr.

First Name | Middle Name

Last Name | Suffix

Preferred Name | Date of Birth

Phone

☐ Home ☐ Work ☐ Cell

Address ☐ Home ☐ Work

City | State | Zip Code

Email Address

☐ Online Access

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr.

First Name | Middle Name

Last Name | Suffix

Preferred Name | Date of Birth

Phone

☐ Home ☐ Work ☐ Cell

Address ☐ Home ☐ Work

City | State | Zip Code

Email Address

☐ Online Access

3. SUCCESSOR ADVISOR(S)

Successor Advisors may make grant and investment recommendations for the Fund after the Fund Advisors are no longer able or willing to do so. List additional Successor Advisors in Section 8.

Successor Advisors May Act (Select One):

☐ Individually
☐ By Majority
☐ By Unanimous Consent

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr.

First Name | Middle Name | Last Name

Address ☐ Home ☐ Work | City | State | Zip Code

Date of Birth | Email Address

Phone | Relationship to Fund Advisor(s)

☐ Home ☐ Work ☐ Cell

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr.

First Name | Middle Name | Last Name

Address ☐ Home ☐ Work | City | State | Zip Code

Date of Birth | Email Address

Phone | Relationship to Fund Advisor(s)

☐ Home ☐ Work ☐ Cell

☐ If you do not want to name anyone as a Successor Advisor, please check here, and the Fund Termination provision in Section 7 below will apply.

4. REFERRER INFORMATION

If a professional advisor guided you in the decision to establish the Fund, please complete the following:

☐ Accountant ☐ Attorney

☐ Financial Advisor ☐ Other: _____

Professional Advisor Name

Firm Name

Address

Email Address

City State Zip Code

Phone

If a professional advisor did not provide a referral, please share how you heard about us.

5. PROFESSIONAL ADVISOR INFORMATION

Please list any other professional advisors (accountants, attorneys, financial advisors) with whom the Community Foundation may share information about your Fund should they inquire.

Professional Advisor Name and Title

Professional Advisor Name and Title

Firm Name

Firm Name

6. FUND INTENT

Please list the goal(s) for establishing your donor advised fund:

☐ **Regular grantmaking** (making distributions at least annually)
☐ **Developing a philanthropy program** (researching organizations or causes to support in consultation with the Community Foundation)
☐ **Establishing a long-term giving plan** (intentionally reducing initial grants in order to provide more significant grants later)
☐ **Making project grants** (limiting grants initially while monitoring progress of project)
☐ **Starter Fund** (building the fund balance before starting grantmaking)
☐ **Specific occasion fund** (delaying grantmaking until a specific event occurs later)

7. FUND TERMINATION

Upon the death, resignation, or incapacity of the last Successor Advisor named above, I/we intend that the balance of the Fund will be distributed as follows:

Note: Combined total must equal 100%.

_____% **Charitable beneficiar(ies) or interest(s)** as set forth on Exhibit A **AND/OR**

_____% **Community Foundation Operating Endowment** to provide operational support for the Community Foundation **AND/OR**

_____% **Compass Endowment** to support the broadest range of needs through community grant-making **AND/OR**

_____% **Women's Endowment Fund** to support the needs of women and families in our community forever **AND/OR**

_____% **Racial Equity Endowment** to intentionally close equity gaps in the areas of criminal justice, education, health and wellness, income and wealth creation, and neighborhoods and communities

If no beneficiaries are named above, the balances of the Fund will be distributed to the Community Foundation's Community Impact Fund to address a broad range of community needs, as determined by the Community Foundation through its Board of Directors and Committees.

8. ADDITIONAL INSTRUCTIONS

Please include any additional information you would like us to know.

9. INVESTMENT RECOMMENDATION

Please select one of the following options for your Fund's investments.

☐ **OPTION 1 – MANAGED INVESTMENTS**

With a beginning account balance of at least $250,000, the assets in the Fund may be managed directly by your financial advisor. (Please note, a Fund Advisor or family member may not be named as the Fund's investment manager.) The financial advisor must sign the Investment Management page attached to this fund agreement. Any additional costs charged by the financial advisor will be assessed to the Fund.

Financial Advisor Name

Firm Name

Address

Email Address

City

State

Zip Code

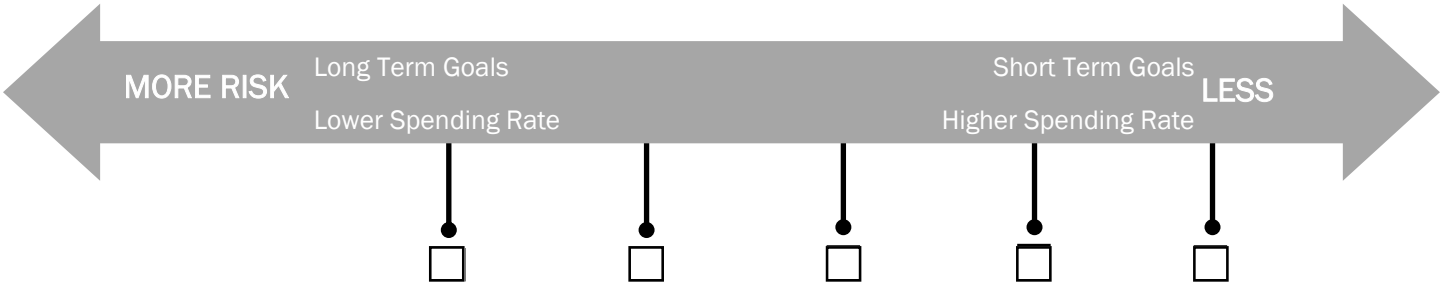
Phone

☐ Please check here if you would like your financial advisor to have online access to view the Fund.

☐ **OPTION 2 – POOLED INVESTMENTS**

The Community Foundation has entered into a partnership with Greater Horizons, an affiliate of the Greater Kansas City Community Foundation to provide a cost-effective pooled investment option for our donors.

Please select one mix from the mix options listed below, or create your own mix.



Investment Pool	Aggressive	Moderately Aggressive	Moderate	Conservative	Risk Averse	Custom Mix
Money Market	3%	5%	10%	20%	100%	
Short-Term Fixed Income	8%	14%	20%	24%	0%	
Intermediate-Term Fixed Income	12%	21%	30%	36%	0%	
Domestic Equity	52%	41%	27%	14%	0%	
International Equity	25%	19%	13%	6%	0%	

Combined total must equal 100%

Internal Use Only: Fund ID _____ Received _____

10. TERMS AND REQUIRED SIGNATURE(S)

The Founder(s) establish this Fund with the Community Foundation of Greater Huntsville ("Community Foundation").

The current Fund Advisor(s) may make recommendations for grants (from income and principal), investments, and other administrative matters. If two or more are named, any may act alone. Upon the death, resignation or incapacity to serve as the Fund Advisor (or the surviving Fund Advisor if two or more individuals have been named), the Successor Advisor(s) will then advise the Fund. If two or more persons are eligible to be successors, then a recommendation by a majority of such persons shall constitute an effective recommendation for consideration by Community Foundation unless otherwise noted herein.

If Selecting Investment Option One: The Fund will be managed directly by the named financial advisor participating in the Community Foundation's financial advisor program until such time that Community Foundation or the Fund Advisor(s) exercise(s) the option to make a different selection for management of this Fund. The named financial advisor will manage the assets of this Fund in accordance with the most current financial policies and standards of the Community Foundation. The Community Foundation's Investment Committee will assess the financial advisor's performance, at a minimum, on a quarterly basis. Performance will be assessed using a variety of performance metrics over varying time periods, and then use those measures to provide peer group comparisons and comparisons with the passively-managed Greater Horizons portfolios. These comparisons will provide most of the evidence for a judgment of adequate or inadequate performance.

If Selecting Investment Option Two: The responsibility for managing the Community Foundation of Greater Huntsville's investment program is vested in Greater Horizons' Board of Directors through its Investment Committee. The percentages in the mix options may change from time to time upon Investment Committee review.

As required by IRS regulations:

a) the investment recommendation is advisory only and Community Foundation may, at its sole and absolute discretion, follow or decline to follow the recommendation;
b) Community Foundation may at any time, at its sole and absolute discretion, change the investment of all or any portion of the assets in the Fund;
c) if the investment recommendation is accepted, the investments will be administered in accordance with the financial policies and fiduciary standards of Community Foundation; and
d) investments are subject to normal market and interest rate fluctuation risks, and any gain or loss generated by the above investments will be credited or charged to the Fund.

The Community Foundation's administrative fee schedule is attached. The fee schedule is subject to modification and may be increased or decreased at the sole discretion of Community Foundation.

The Community Foundation will manage this fund in accordance with its current Procedures for Establishment and Operation of Funds and Supporting Organizations, found on the Community Foundation's website at https://givehsv.org/policies. The Community Foundation reserves the right to make the final decision regarding distributions from the Fund.

If the persons named in this document or after the date of this document are not available to advise and consult with the Community Foundation due to death, resignation or incapacity to serve, the Community Foundation shall use the principal and income from the Fund for charitable purposes.

Founder Signature

Date

Printed Name

Founder Signature

Date

Printed Name

Accepted by Community Foundation of Greater Huntsville: Date:

Internal Use Only: Fund ID _____ Received _____

ADMINISTRATIVE FEES

This administrative fee schedule applies to funds at the Community Foundation. Administrative fees are used exclusively to support our mission-based operations. These fees are your investment in a 501(c)(3) public charity dedicated to increasing charitable giving, educating and connecting donors to community needs you care about, and leading on critical community issues.

The administrative fee structure illustrates the annual cost for a fund. These fees are assessed to the Fund on a monthly basis. (The monthly fee equals one-twelfth of the annual fee, based on the average fair market value of Fund assets for the month. If there are no assets in the Fund for the entire month, there is no fee.) For newly established funds, the annual fee is prorated over the remainder of the year.

Fund Assets	Annual Administrative Fee
Up to $500,000	1.00% or $500 (whichever is greater)
$500,000 - $1,000,000	0.6%
Over $1,000,000	0.3%

SAMPLE FEE CALCULATIONS

Fund Assets of $25,000
$500 minimum fee applies
Total annual admin. fee = $500 ($41.67/month)

Fund Assets of $750,000
1.00% fee on $500,000 = $5,000
0.6% on $250,000 = $1,500
Total annual admin. fee = $6,500 ($541.67/month)

Fund Assets of $1,500,000
1.00% fee on $500,000 = $5,000
0.6% on $500,000 = $3,000
0.3% on $500,000 = $1,500
Total annual admin. fee = $9,500 ($791.67/month)

In addition to the Administrative Fees above, Investment Management Fees are deducted from your fund monthly to cover the management and oversight of the investments in your account. If you select Option 1 (Managed Investments) in Section 9 above, the annual Investment Management Fee will be $600, or $50 per month. If you select Option 2 (Pooled Investments) in Section 9 above, the annual Investment Management Fee will be 0.25%, prorated on a monthly basis.

Funds will be charged for direct expenses incurred by the Community Foundation on behalf of a specific fund, such as commissions for the sale of contributed stock (not typical) or legal fees. The Community Foundation may request additional fees for extraordinary services such as special grant processing and review (which may apply pursuant to a contract with the Community Foundation or after the death of the founder(s) of the Fund if no advisors are serving) or other non-standard services.

For funds receiving a bequest that will be fully disbursed to one or more charities upon receipt, the Community Foundation will assess a one-time 3% fee on such bequest.

Founder Signature

Founder Signature

INVESTMENT MANAGEMENT

If Option 1 was selected in Section 9 above, the Financial Advisor must sign below acknowledging acceptance of the management of this Donor Advised Fund, subject to the following terms and conditions:

Because the donor has made a completed gift of the donated assets, the Community Foundation must be recognized as the legal owner of the Fund's assets and must retain fiscal control over these assets at all times.

The Financial Advisor must provide the Community Foundation with monthly valuations and quarterly performance reports in a format acceptable to the Community Foundation. The Community Foundation's Investment Committee will measure the Financial Advisor's performance against the Community Foundation's benchmarks and against the performance of other financial advisors.

In addition, the Financial Advisor must comply with the following responsibilities:

1. Financial Advisors, and all employees of such advisors, shall at all times operate in compliance with all applicable laws and regulations.
2. Financial Advisors shall notify us when there occurs any material change in investment style, or any change in either the individual or firm advising the account.
3. Financial Advisors shall seek the best price and execution for security trades they execute and shall comply with all regulations concerning "soft dollars."
4. Financial Advisors shall not, at any time, charge higher fees or commissions to the Donor's Fund than charged to the Donor's personal accounts.
5. Financial Advisors shall disclose all perceived or actual conflicts of interest, and all economic ties, commitments or familial relationships between and amongst the Donor and the Financial Advisor. Family members are prohibited from serving as Financial Advisors.
6. Financial Advisors are prohibited from engaging in the following transactions on behalf of the Community Foundation unless such transaction is disclosed in writing to us and agreed to prior to the transaction:
    a. Investments that generate Unrelated Business Income Tax payable by the Community Foundation.
    b. Any transaction that results in leveraging our assets.
    c. Excluding mutual funds, any transaction investing in private placements, lettered stock, futures contracts, swaps, synthetic securities, derivatives, options, short sales, margin transactions or other specialized investment activities.
7. Financial Advisors are encouraged to develop an Investment Policy Statement outlining the objectives, time horizon, and expected distribution rates of the fund as the basis for their asset allocation decision.

Please note that any fees charged by the Financial Advisor are in addition to the Administrative Fees and the Investment Management Fees referenced elsewhere in this Agreement.

Financial Advisor Signature

Exhibit A

Charitable Remainder Beneficiaries

501(c)(3) Organization	Address	Percentage
TOTAL		100%

If the Community Foundation of Greater Huntsville determines that any organization(s) listed above (or its/their legal successor) has ceased to exist or ceased to be a "charitable organization" as defined under the Internal Revenue Code, then the Community Foundation may distribute such organization's share to the remaining charitable organizations named above on a pro rata basis. If none of the organizations listed above exists or is deemed a "charitable organization," then the Community Foundation, in its sole discretion, may make distributions of the Fund to one or more charitable organizations that are similar to the organizations named above.

_____
Donor

_____
Donor

Revision Date: _____