

Please Indicate the Name of your Fund

The purpose of Agency Stewardship Funds is to support the mission of the nonprofit organization. What is your mission?

Founding Organization Contact

Please provide the name of the individual authorized to establish this Fund on behalf of the organization. This individual will have authority to conduct fund administration.

Submit a copy of the board resolution authorizing this individual to enter into this agreement on behalf of the organization.

Primary Contact

Please provide name of the individual authorized to conduct fund administration going forward, if different from Founding Contact.

Name of Individual Authorized to Establish Fund

Name

Title or Salutation

Title or Salutation

Organization/Agency

Organization

Organization Mailing Address

Organization Mailing Address

City

City

State ZIP

State ZIP

Preferred Mailing Address (if different)

Preferred Mailing Address (if different)

City

City

State ZIP

State ZIP

Phone

Phone

E-mail address

E-mail address

Your organization's Taxpayer Identification Number

Fund privileges follow the position at the organization and are transferred to the new position holder. Please notify us of staff and/or board changes.

Please provide a copy of the Board resolution authorizing the establishment of this fund, which must include the name of the individual authorized to sign on behalf of the organization. Also provide a copy of your IRS Letter of Determination.

Gifts to Establish Fund

Total amount

Check payable to the Homer Foundation

Other (Please describe)

Any description of gifts (optional)

This Fund is a Non-Endowed Fund, intended to be a long-term fund to meet the immediate and ongoing needs of the Agency. It will be invested and make grants in accordance with criteria outlined in our Non-Endowed Funds Investment and Spending Policy.

Succession Plan

In the unlikely event that your organization dissolves or ceases to exist without clear directives in your bylaws, the Homer Foundation Board of Trustees will designate a new nonprofit beneficiary of the Fund whose mission most closely aligns with the mission and purpose of the founding organization.

Please tell us how you learned about the Homer Foundation

My professional advisor _____

Current fundholder _____

Foundation Board/Former Board _____

Foundation Staff/Visibility _____

Website _____

Mailing _____

Other _____

Special Instructions

Please provide any additional or instructions pertaining to your Fund, including distributions plan.

TERMS AND CONDITIONS

Tax Status of Contribution

Funds established at the Homer Foundation ("Foundation") 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 Trustees of the Foundation, represent unconditional and irrevocable gifts and are not refundable. Legal control and responsibility for the funds rest with the Foundation.

Variance Power

All funds established at the Foundation are subject to the Foundations "variance power," as set forth in its Bylaws. Variance power grants the Foundation's Board of Trustees 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 judgement (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 and Spending Policies (ISP). A copy of the Foundation's current Investment and Spending Policy Statement 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 gains or losses applied to the fund. In establishing a fund, the donor 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.

All non-endowed funds are invested in the Foundation's portfolio with a lower risk factor than our endowment pool. Fund holders shall receive quarterly Fund Activity Reports.

Spending Rules

Distributions of grants from the Fund may be made in any amount up to 100% of the Fund's Assets, in accordance with the Uniform Prudent Management of Institutional Funds Act (UPMIFA) (as amended from time to time) and the Spending Policy adopted by the Foundation (as amended from time to time). The distributions plan should be noted in the special instructions in this fund agreement.

Administrative Expenses

The Homer Foundation will assess administrative and investment management fees against the Fund in accordance with its own published fee schedule (as amended from time to time). The Homer Foundation may also assess the fund to cover any unusual expenses incurred in connection with the contributed assets, including the cost of disposal.

Fund Minima

The minimum funding amount is \$10,000. Funds may be established with less than the required minimum provided that the minimum is met within two years' of the fund's establishment; grants may not be made from funds until the require minimum is achieved.

Policies

The undersigned have received and agree to the foregoing terms and conditions and to Foundation policies referred to herein.

Indemnity

In consideration of the Foundation's creating a Fund at the request of the undersigned individual(s) or entity and for other good and valuable consideration, the undersigned hereby agree 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.

Fund-raising

Additional gifts may be made directly to a fund at any time. For liability reasons, the Foundation pay event vendors out of a charitable fund. A copy of the Foundation document Policies and Guidelines for Promoting Funds of the Community Foundation will be made available on request.

Donor Acknowledgement and Signatures

I/we acknowledge that I/we have read the Homer Foundation Terms and Conditions and agree to the fees, terms, policies and conditions described therein. I/we understand that any contribution, once accepted by the Foundation's Board of Trustees, represents an irrevocable gift to the Homer Foundation. The Foundation's Board of Trustees have variance power under IRS regulations, and this gift is not refundable to the organization aside from the distribution plan.

I/we hereby certify, to the best of my knowledge, all information presented in connection with this form is accurate, and I/we will notify the Homer Foundation promptly of any changes.

Founding Donor 1

Founding Donor 2

Signature

Signature

Print Name

Print Name

Date

Date

Homer Foundation Acceptance

Accepted this _____ day of _____ 2020

Authorized Signature

Title

Print Name

Date



Connecting generosity to community need

Physical Address
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