



DESIGNATED FUND AGREEMENT FOR AN ORGANIZATION

Thank you for choosing the Cobb Community Foundation. We are committed to connecting you with the community and the causes that are important to you. Our staff is available to assist you with a wide variety of services, from creating your fund, to ongoing grant making and charitable giving services.

SECTION ONE

Business or Organization Name

Primary Contact for Organization (NOTE: all correspondence will be sent to Primary Contact unless otherwise specified)

| | | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Salutation | First Name | Middle Name/Initial | Last Name | Suffix | Nickname |
| <input type="text"/> | | | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Address | | | City | State | ZIP |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | | |
| Position | Business Phone | | Mobile Phone | Email Address | |

SECTION TWO: Charitable Organization Information

Designated funds are created to support one specific non-profit and may be endowed or fully expendable. The designated charitable organization must have 501(c)(3) status. Distributions from all funds, including Designated Funds, are subject to the Foundation's variance power which gives the Foundation the power to modify any restriction or condition on the distributions from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of the Foundation, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served. For purposes of this Agreement, restrictions and conditions on distributions are those that apply to either principal and/or income entirely or in part.

| | | | | | |
|--|----------------------|----------------------|----------------------|-------------------------|----------------------|
| <input type="text"/> | | | | <input type="text"/> | |
| Charitable Organization Name | | | | Federal EIN | |
| Primary Contact for Organization (NOTE: all correspondence will be sent to Primary Contact unless otherwise specified.) | | | | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Salutation | First Name | Middle Name/Initial | Last Name | Suffix | Nickname |
| <input type="text"/> | | | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Address | | | City | State | ZIP |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | | |
| Position | Business Phone | | Mobile Phone | Preferred Email Address | |

In the event of the dissolution of the designated Charitable Organization, or in the event such organization ceases to be a 501(c)(3) organization, the purposes of the Fund shall be modified to provide financial support to one or more such other 501(c)(3) organizations located in Cobb County, Georgia that serve charitable purposes similar to those of the designated Charitable Organization as the Foundation's Board of Directors shall determine.

If the designated Charitable Organization merges with another organization, the entity resulting from such a merger shall succeed to the rights, powers and privileges of the organization under this Agreement, but only if such resulting entity is a 501(c)(3) organization. If the resulting entity is not a 501(c)(3) organization, the Foundation shall proceed as if the designated Charitable Organization was dissolved.

SECTION THREE: Fund Name

Please choose a name for your fund.

Fund Name

The Foundation ☐ **may** ☐ **may not** include the name of the Fund in publicly available fund listings.

SECTION FOUR: Contributions to the Fund

All contributions to the Fund represent an irrevocable gift to the Foundation, are not refundable, and are under the exclusive legal control of the Foundation. Please indicate below the property you intend to initially assign, convey, transfer and deliver to the Foundation to establish your fund.

Estimated Value of Initial Gift to Establish Fund:

☐ Check for (please make payable to the Cobb Community Foundation, Inc. identifying your fund in the memo line)

☐ Marketable Securities valued at (if making a contribution of multiple securities or assets, please attach pages as needed)

☐ Other:

All contributions to this fund are subject to the Foundation's most recently adopted Gift Acceptance Policy and with the understanding and agreement that all contributions are governed by all terms and conditions of this Agreement, including the variance power as described in Addendum A. All contributions, both initial and subsequent, must be acceptable to the Foundation, and the Foundation may elect in its sole discretion whether to accept or refuse any asset and specifically may elect not to accept any contribution of less than \$250.

SECTION FIVE: Fund Advisors

The Fund Advisors shall be the then serving ,

and

of the Charitable Organization. Grant recommendations for the fund and modifications of the selected investment option require approval of
(please select one of the two options below):

☐ One Fund Advisor. ☐ Two Fund Advisors.

Fund Advisor 1

| | | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Salutation | First Name | Middle Name/Initial | Last Name | Suffix | Nickname |

Position with Charitable Organization

| | | | |
|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Home Address | City | State | ZIP |

| | |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
| Business | Position |

| | | | |
|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Business Address | City | State | ZIP |

| | | | |
|----------------------|----------------------|----------------------|-------------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Home Phone | Mobile Phone | Business Phone | Preferred Email Address |

Send Statements: ☐ Via Email ☐ To Home ☐ To Business ☐ Do Not Send Statements

Send Mailings: ☐ Via Email ☐ To Home ☐ To Business ☐ Do Not Send Mailings

SECTION FIVE CONTINUED: Fund Advisors**Fund Advisor 2**

| | | | | | |
|---------------------------------------|------------------------------------|----------------------------------|--------------------------------------|---|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Salutation | First Name | Middle Name/Initial | Last Name | Suffix | Nickname |
| <input type="text"/> | | | | | |
| Position with Charitable Organization | | | | | |
| <input type="text"/> | | | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Home Address | | | City | State | ZIP |
| <input type="text"/> | | | <input type="text"/> | | |
| Business | | | Position | | |
| <input type="text"/> | | | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Business Address | | | City | State | ZIP |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | | |
| Home Phone | Mobile Phone | Business Phone | Preferred Email Address | | |
| Send Statements: | <input type="checkbox"/> Via Email | <input type="checkbox"/> To Home | <input type="checkbox"/> To Business | <input type="checkbox"/> Do Not Send Statements | |
| Send Mailings: | <input type="checkbox"/> Via Email | <input type="checkbox"/> To Home | <input type="checkbox"/> To Business | <input type="checkbox"/> Do Not Send Mailings | |

Fund Advisor 3

| | | | | | |
|---------------------------------------|------------------------------------|----------------------------------|--------------------------------------|---|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Salutation | First Name | Middle Name/Initial | Last Name | Suffix | Nickname |
| <input type="text"/> | | | | | |
| Position with Charitable Organization | | | | | |
| <input type="text"/> | | | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Home Address | | | City | State | ZIP |
| <input type="text"/> | | | <input type="text"/> | | |
| Business | | | Position | | |
| <input type="text"/> | | | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Business Address | | | City | State | ZIP |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | | |
| Home Phone | Mobile Phone | Business Phone | Preferred Email Address | | |
| Send Statements: | <input type="checkbox"/> Via Email | <input type="checkbox"/> To Home | <input type="checkbox"/> To Business | <input type="checkbox"/> Do Not Send Statements | |
| Send Mailings: | <input type="checkbox"/> Via Email | <input type="checkbox"/> To Home | <input type="checkbox"/> To Business | <input type="checkbox"/> Do Not Send Mailings | |

SECTION SIX: DistributionsPlease select either **Non-Endowed** or **Endowed**:☐ **Non-Endowed** - The fund is fully expendable and intended to be used for current funding needs with no restrictions on the amount of distributions.**Check below only if applicable.**☐ No distributions shall be made unless the fund balance exceeds \$.☐ **Endowed** - Distributions shall be made in accordance with the Foundation's applicable spending policy with the intent to ensure a permanent endowment, with the following available optional conditions.**Check below only if applicable.**☐ No distributions shall be made unless the fund balance exceeds \$.☐ Additional distributions may be made to either acquire or renovate a capital asset, meet urgent unexpected financial needs that are unlikely to recur, or for other specific purpose as follows:Grants requested for these purposes are ☐ **Subject to** ☐ **Not subject to** to any minimum fund balance.

SECTION SEVEN: Fund Investments

☐ The Foundation may select the fund's initial investment option (continue to next Section).

If the above box is not checked, please select one of the following Foundation investment options.

☐ **% Cash Investment Pool** – Seeks little to no risk of principal loss through a combination of money market investments and other highly liquid interest bearing securities with short-term maturities.

☐ **% Conservative Growth Investment Pool** – Primarily seek preservation of assets with significant majority of assets in interest bearing securities of various maturities, remainder in equities.

☐ **% Moderate Growth Investment Pool** – Seek a blend of growth vs capital preservation of assets as well as balanced risk with assets split between equities and interest bearing securities of various maturities.

☐ **% Aggressive Growth Investment Pool** – Primarily seek increased growth in value with significant majority of assets in equities, remainder in interest bearing securities of various maturities.

*Total must equal 100%

This option is available, but is not required, **for funds valued in excess of \$250,000:**

☐ An external investment manager of your choice:

| | | | |
|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Name | Firm | Email | Telephone |

External investment managers must be approved by the Foundation and must execute an agreement between the manager and the Foundation to serve in this capacity.

SECTION EIGHT: Acknowledgments and Signatures**POLICIES AND PROCEDURES**

The undersigned have received and reviewed the Procedures for Establishing and Operating Designated, Field of Interest and Unrestricted Funds and agree to its terms and conditions described therein. The undersigned understand that any contribution, once accepted by the Foundation, represents an irrevocable gift to the Foundation and is not refundable. The undersigned hereby certify that all information presented in connection with this application is accurate, and the undersigned will promptly notify the Foundation in writing of any changes.

FEES AND EXPENSES

The Foundation charges an Administrative Fee as outlined in its published fee schedule. This fee may be changed from time to time with 60 days advance notice to the Charitable Organization. In addition to these administrative fees, an investment management fee will be assessed on your fund to pay the investment managers and for related services. Investment management fees vary depending upon your fund's investment option (the Foundation's investment pools or an individually managed account). All fees and expenses will be charged directly to your fund.

Please choose your fund service level: ☐ Core Services ☐ Core Services Plus ☐ Fully Managed Services

INVESTMENTS

The undersigned acknowledge and agree that IRS regulations enable charitable organization(s) to designate investment preferences, but require the Foundation to retain final discretion regarding those preferences. The undersigned understand that investments will be administered in accordance with the policies of the Foundation. The undersigned acknowledge that investments are subject to market and interest rate fluctuation risks, and that any gain or loss generated by the investments described in this agreement will be credited or charged to the fund.

VARIANCE POWER

Distributions from all funds are subject to the Foundation's **variance power** which gives the Foundation the power to modify any restriction or condition on the distributions from a fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of the Foundation, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served. For purposes of this Agreement, restrictions and conditions on distributions are those that apply to either principal and/or income entirely or in part.

CHARITABLE ORGANIZATION

Authorized Officer Signature

Printed Name

Title

Date

Additional signatures only necessary if required by Charitable Organization's Bylaws

Authorized Officer Signature

Printed Name

Title

Date

Authorized Officer Signature

Printed Name

Title

Date

FOR COBB COMMUNITY FOUNDATION, INC. (President/CEO or Officer of the Board):

Signature

Printed Name

Title

Date