



Collective Giving Fund Agreement

Fund Name: _____
(for office use only)

Welcome to Foundation For The Carolinas.
We look forward to making your giving easy, flexible and effective.

Please complete this Gift Fund Agreement (this "Agreement") to establish a collective giving fund ("Collective Giving Fund" or "Gift Fund") with an irrevocable gift to Foundation For The Carolinas (the "Foundation" or "FFTC"). Collective Giving Funds provide for group-based philanthropy, where multiple donors combine resources to amplify their charitable impact through shared efforts. Collective Giving Funds allow Fund Representatives to recommend grants from the Gift Fund to IRS approved public charities and to recommend investments for the Gift Fund. Additional information about collective giving funds, this Agreement and charitable giving is contained in the Foundation's *Charitable Giving Guide* available online at www.ffc.org.

Name

Please choose a name for the Gift Fund below.
Note: Gift Fund name will end in "Collective Giving Fund"

Name: _____ Collective Giving Fund

Unless indicated below that all grants from the Gift Fund are to be made anonymously, each grant from the Gift Fund will include the name of the Gift Fund, and the name and address of the Fund Representative recommending the grant so that the nonprofit may send an acknowledgement. *Unless otherwise indicated, we will use the Fund Representative's preferred name/salutation and preferred mailing address.* If an option is not selected below, a Fund Representative may still request a grant be made anonymously at the time of the grant recommendation.

- ☐ All grants from the Gift Fund will be anonymous (no Gift Fund name or Fund Representative name or address will be shared).*
- ☐ Do not display the Fund Representative's name and address with each grant.*
- ☐ I would be interested in being contacted to share my philanthropic story which would allow FFTC to use my name and/or Gift Fund name in their publications, website, and other marketing materials. The details of the Gift Fund will remain confidential.

**A Fund Representative may contact the Foundation to request a non-anonymous grant from the Gift Fund.*

Purpose & Interests

Unless otherwise provided below, the Gift Fund shall have a broad charitable purpose. Please provide any additional details that would help the Foundation better understand the purpose of the Gift Fund and specific interests for grantmaking.

Purpose:

Interest Area(s) (please select at least one):

- ☐ Health & Human Services
- ☐ Education & Youth Development
- ☐ Arts & Culture
- ☐ Other: _____
- ☐ Environmental Sustainability
- ☐ Animal Welfare
- ☐ Evolving Needs & Opportunities

Opening Donors

Collective Giving Funds require at least two (2) opening donors. Please provide the following information for the opening donors (as applicable, "Donor" or "Opening Donor").

Opening Donor 1:

☐ Individual ☐ Company: _____

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Mx. ☐ Dr. ☐ Other: _____ ☐ Prefer no honorifics

First Name Middle Initial Last Name Preferred Name Date of Birth (MM/DD/YYYY)

Company Name and Title (if applicable)

Opening Donor 1: Contact Information

Mailing Address:

Street City State Zip Code

Primary Phone: _____ Primary Email: _____

Additional Address: _____
Street City State Zip Code

Choose a level of authority for Opening Donor 1:

- ☐ Fund Representative: Access monthly statements (online), advise on investment strategies, view fund information & recommend grant distributions
- ☐ Fund Viewer: Access monthly statements (online), view fund information & history only
- ☐ No Access. Opening Donor shall have no access to information about the Gift Fund

Opening Donor 2:

☐ Individual ☐ Company _____

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Mx. ☐ Dr. ☐ Other: _____ ☐ Prefer no honorifics

First Name Middle Initial Last Name Preferred Name Date of Birth (MM/DD/YYYY)

Company Name and Title (if applicable)

Opening Donor 2: Contact Information

Mailing Address:

Street City State Zip Code

Primary Phone: _____ Primary Email: _____

Additional Address: _____
Street City State Zip Code

Choose a level of authority for Opening Donor 2:

- ☐ Fund Representative: Access monthly statements (online), advise on investment strategies, view fund information & recommend grant distributions
- ☐ Fund Viewer: Access monthly statements (online), view fund information & history only
- ☐ No Access. Opening Donor shall have no access to information about the Gift Fund

In all cases, applicable law requires that the final grantmaking and investment authority for the Gift Fund are vested with the Foundation. Recommendations are subject to the policies and discretion of the Foundation to ensure compliance with applicable laws.

Fund Representative(s)

Please designate fund representatives to the Gift Fund ("Fund Representative(s)").

Please note that no more than two individuals may be listed as a Fund Representative with full access to the Gift Fund. If the Opening Donor(s) was named as a Fund Representative in the previous section, you may skip this section unless you would like to name additional Fund Representatives.

Each Fund Representative has full access to the Gift Fund and may (a) make recommendations of grants from the Gift Fund, (b) make recommendations related to the investment of the assets of the Gift Fund, (c) access monthly statements (online), and (d) access and view all information about the Gift Fund. If multiple Fund Representatives are appointed, each shall have the right to act unilaterally with respect to the Gift Fund.

Fund Representative (if different than Opening Donor(s)):

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Mx. ☐ Dr. ☐ Other: _____ ☐ Prefer no honorifics

First Name Middle Initial Last Name Preferred Name Date of Birth (MM/DD/YYYY)

Company Name and Title (if applicable)

Street City State Zip Code

Primary Phone: _____ Primary Email: _____

Additional Address: _____
Street City State Zip Code

Fund Representative 2 (if any):

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Mx. ☐ Dr. ☐ Other: _____ ☐ Prefer no honorifics

First Name Middle Initial Last Name Preferred Name Date of Birth (MM/DD/YYYY)

Company Name and Title (if applicable)

Street City State Zip Code

Primary Phone: _____ Primary Email: _____

Additional Address: _____
Street City State Zip Code

Authorized Parties

Please designate authorized parties to receive online access to the Gift Fund ("Authorized Party(ies)").

In addition to the Fund Representative(s) named in the previous sections, other individuals can be authorized to access monthly statements and view fund information and history on the Gift Fund through the Foundation's online portal. Please provide the requested information of the individual to be authorized below. Please note that no more than two individuals may be listed as an Authorized Party.

Authorized Party (optional):

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Mx. ☐ Dr. ☐ Other: _____ ☐ Prefer no honorifics

First Name Middle Initial Last Name Preferred Name Date of Birth (MM/DD/YYYY)

Company Name and Title (if applicable)

Street City State Zip Code

Primary Phone: _____ Primary Email: _____

Additional Address: _____
Street City State Zip Code

Authorized Party 2 (optional):

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Mx. ☐ Dr. ☐ Other: _____ ☐ Prefer no honorifics

First Name Middle Initial Last Name Preferred Name Date of Birth (MM/DD/YYYY)

Company Name and Title (if applicable)

Street City State Zip Code

Primary Phone: _____ Primary Email: _____

Additional Address: _____
Street City State Zip Code

Fund Type

All Collective Giving Funds are non-endowed Gift Funds in which the assets are fully available for distribution at any time.

Succession Plan

If there is no Gift Fund activity (contribution or distribution) for three years and there is no written succession plan, FFTC will attempt to contact the Fund Representative(s) to determine the future of the Gift Fund. If there is no subsequent activity taken by the Fund Representative(s), FFTC shall have sole discretion to distribute the fund balance in a manner that is consistent with the purpose and granting history of the Gift Fund.

Online Donation Page

If you are interested in establishing an online donation page to accept donations directly into the Collective Giving Fund, please contact FFTC staff for more information.

Opening Contribution

Please indicate the amount and nature of the opening contribution to the Gift Fund.

The minimum opening contribution is \$5,000 for Collective Giving Funds. Additional gifts can be made at any time. Please include the fund name with all contributions.

- | | |
|--|---|
| <input type="checkbox"/> Check, ACH or wire for \$ _____ | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Marketable securities: _____ shares of _____ from _____ | |
| <input type="checkbox"/> Mutual funds: _____ shares of _____ from _____ | <input type="checkbox"/> Proceeds from gift of closely held stock, partnership, LLC interest, etc. – Accepted gifts of closely held business interests via Community Investments Foundation, a subsidiary of FFTC. Please contact FFTC staff to discuss a potential gift of closely held business interests and to request the appropriate documents. |
| <input type="checkbox"/> Transfer \$ _____ from FFTC Fund Name and Fund Number _____ | <input type="checkbox"/> Proceeds from gift of real estate – Accepted gifts of real property via Community Real Property Holdings, Inc., a subsidiary of FFTC. Please contact FFTC staff to discuss a potential gift of real property and to request the appropriate documents. |

Estimated value of total opening contribution(s): _____

Affiliation

If you wish to associate the Gift Fund with one of our affiliates, please select the option below (only choose one).

- | | |
|--|---|
| <input type="checkbox"/> Cabarrus County Community Foundation | <input type="checkbox"/> Charlotte Mecklenburg Community Foundation |
| <input type="checkbox"/> Cleveland County Community Foundation | <input type="checkbox"/> Iredell County Community Foundation |
| <input type="checkbox"/> Lexington Area Community Foundation | <input type="checkbox"/> Lincoln County Community Foundation |
| <input type="checkbox"/> The Cole Foundation (Richmond County) | <input type="checkbox"/> Salisbury-Rowan Community Foundation |
| <input type="checkbox"/> Stanly County Community Foundation | <input type="checkbox"/> Union County Community Foundation |
| <input type="checkbox"/> Cherokee County Community Foundation | <input type="checkbox"/> Lancaster County Community Foundation |
| <input type="checkbox"/> York County Community Foundation | <input type="checkbox"/> Foundation For Black Philanthropy |
| <input type="checkbox"/> No Fund Affiliation | |

Referral

Who referred you to Foundation For The Carolinas?

Referral Source: _____

Street _____ City _____ State _____ Zip Code _____

Email: _____ Phone Number: _____

Investments

The Foundation is pleased to offer a variety of investment pools for Gift Funds. All investment pools are reviewed by the Foundation's Investment Committee.

A. Investment Provisions

FFTC offers fundholders diverse investment options for philanthropic impact. These investment options span the risk-return spectrum from conservative allocations to more growth-oriented investment pools.

The Fund Representative(s) may recommend any investment pool selection below. The Fund Representative(s) may also make recommendations to change the investment pool selection at any time.

If the Fund Representative does not recommend an investment pool, the Foundation will place the Gift Fund into the Liquid Reserves pool.

B. Investment Pool Selection.

Please recommend the investment pool below that best fits the investment objective for the Gift Fund, anticipated grantmaking, timeline, and future contributions for the Gift Fund. For additional information on FFTC's investment pools, including investment fees, please visit www.fttc.org/pools.

Investment Pool

- ☐ Liquid Reserves
- ☐ Low Duration Fixed Income
- ☐ Income & Growth
- ☐ Passive Long-Term Growth
- ☐ ESG Long-Term Growth
- ☐ Active Long-Term Growth

Investment Horizon

- Less than 2 years
- Less than 2 years
- 2 – 10 years
- More than 10 years
- More than 10 years
- More than 10 years

Philanthropic Support Fees

For a schedule of philanthropic support fees to be assessed to the Gift Fund by FFTC, please visit: [FFTC Personal Philanthropic Support Fees Schedule](#).
Note: The opening minimum contribution is lower for Collective Giving Funds.

Custom Services

Custom philanthropic services are specifically designed services including board or committee management, consultation, grant program facilitation, and more. Please contact FFTC staff for more information.

Addenda

Please indicate additional addenda attached to this Agreement, if any.

☐ Additional addenda are attached and listed below:

Notes	Use this section to provide contact information of current supporters of this Collective Giving Fund, any information not addressed elsewhere in this Agreement or to complete any sections of the Agreement where space was otherwise too limited.
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Notes	Use this section to provide contact information of current supporters of this Collective Giving Fund, any information not addressed elsewhere in this Agreement or to complete any sections of the Agreement where space was otherwise too limited.
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Additional Provisions

The Donor's signature on the Agreement acknowledges that the Donor has read, understands and agrees to the provisions below.

Protection of Tax-Exempt Status. The Donor agrees to comply with any written direction by the Foundation to cease recommending grants or conducting activities that may jeopardize the Foundation's tax status or otherwise subject the Foundation or the Gift Fund to excise taxes that are applicable to donor-advised funds as defined in the Internal Revenue Code (the "Code"). The Donor agrees to comply with all applicable laws and regulations in connection with the Gift Fund.

Charitable Giving Guide The Donor has reviewed the *Charitable Giving Guide* and agrees to the terms and conditions contained therein, as such document may be amended from time to time (and such document is hereby incorporated by reference).

Accuracy of Information The Donor hereby certifies that all information presented in connection with this Agreement is accurate to the best knowledge of the Donor and will promptly notify the Foundation in writing of any changes. The Donor agrees to notify the Foundation of any errors in any reports, statements or documents within 60 days.

Use of Funds The Foundation will make grants from the Gift Fund to carry out the charitable purposes of the Gift Fund in accordance with the Code. Requests for charitable grants from the Gift Fund should be made at least ten days prior to the date when payment is to be made. The Code generally does not allow the Foundation to make reimbursements to individuals for expenditures or to make grants for non-charitable purposes or to non-charitable entities. No such reimbursements or grants will be made from the Gift Fund.

Endowed Gift Funds The Donor understands and acknowledges that any endowed Gift Fund created under this Agreement (with the Foundation or any of its affiliates or supporting organizations) is a permanent Gift Fund and that only the annual Spendable Amount will be available for grant (as further addressed in the section entitled "Spendable Amount").

Irrevocable Gifts The Donor understands that any contribution to a Gift Fund, once accepted by the Foundation, represents an irrevocable gift to the Foundation and is not refundable.

Succession Plans In the event that the Donor shall not have worked with FFTC staff to document a succession plan for the Gift Fund, then following the death or incapacity of the Gift Fund's last surviving Fund Representative, the succession plan policy and procedure contained in the *Charitable Giving Guide* shall apply and the Foundation shall have no liability to any party for carrying out such policy and procedure.

Fees The Foundation shall be entitled to receive as compensation for its ongoing services in administering, investing, and distributing the assets held in the Gift Fund: (i) administrative fees set forth in the Foundation's applicable published administrative fee schedule in effect at such time, and (ii) investment fees applicable to the Gift Fund's investment option as set forth in the Foundation's investment materials in effect at such time. Notwithstanding the foregoing, the Foundation may, at the request of the Donor, agree to provide additional services. In this case, the Foundation and Donor shall execute a separate written agreement documenting the agreed upon administrative and investment fees.

Notice All communications required hereunder shall be in writing and shall be deemed to have been validly served, given or delivered (i) three (3) business days after deposit of same in the United States mail, designated as registered or certified mail, return receipt requested, bearing adequate postage, or (ii) on the date of delivery to such party if delivered by hand or by overnight or other similar courier and addressed to the party to be notified at the address for such party as provided in this Agreement, or to such other address as each party may designate for itself by like notice. In addition, notice via email shall be deemed to be effective if: (a) it is confirmed as received through a personal or automated response by the other party; or (b) an original (hard copy) follows it in a timely manner using the process above.

Ownership Tools, equipment, intellectual property, codes, procedures, databases, formulas, and software used by the Foundation to provide service to the Gift Fund shall remain the property of the Foundation and/or its licensors, and no right, title, license or interest in any of them is conveyed, transferred or licensed to the Donor or the Gift Fund by this Agreement.

Acknowledgment of Charitable Donations on Behalf of the Gift Fund The Foundation agrees that it will acknowledge to donors all contributions to the Gift Fund in accordance with the guidelines established by the Internal Revenue Service.

Grantmaking In all cases, applicable law requires that the final grantmaking and investment authority for the Gift Fund are vested with the Foundation. Recommendations are subject to the policies and discretion of the Foundation to ensure compliance with applicable laws.

Investments The Donor acknowledges and agrees that they have been advised by the Foundation that current IRS regulations or rulings permit Advisor(s) to recommend investment preferences for the Gift Fund, but require the Foundation to retain final discretion regarding such investments. The Donor understands that investments will be administered in accordance with the policies of the Foundation. The Donor acknowledges that the investments in the Gift Fund are subject to market and interest rate fluctuations. The Foundation reports total investment returns net of all investment expenses.

Confidentiality The Foundation agrees not to use any confidential information provided in connection with this Agreement for purposes other than those for which it was provided, without receiving prior consent.

Indemnity In consideration of the Foundation's creating a Gift Fund at the request of the Donor and for other good and valuable consideration, the Donor hereby agrees to indemnify and hold harmless the Foundation against any liability, cost, or expense (including reasonable attorney fees) which the Foundation may incur by reason of (a) negligence or breach of this Agreement by Donor, Fund Representative or any persons authorized by Donor or Fund Representative in connection with the Gift Fund, or (b) the Foundation acting upon instructions or recommendations given to the Foundation by the Donor, Fund Representative, or by any other persons authorized to make recommendations with regard to the Gift Fund.

LIMITATION OF LIABILITY. THE FOUNDATION WILL NOT BE LIABLE TO THE DONOR OR FUND REPRESENTATIVE (OR ANY PERSONS AUTHORIZED BY DONOR OR FUND REPRESENTATIVE IN CONNECTION WITH THIS GIFT FUND) UNDER THIS AGREEMENT FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF INCOME OR PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE FOUNDATION'S TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY DONOR TO THE FOUNDATION UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY.

Severability The provisions of this Agreement are severable, and the invalidity or unenforceability of any one or more of such provisions shall not affect the validity or enforceability of the remainder of this Agreement which shall remain in full force and effect. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

Variance Power It is understood that the Gift Fund to be established pursuant to this agreement will be subject to the provisions of the articles and bylaws of the Foundation, as may be amended from time to time, including the power reserved by the Board of Directors to modify any condition or restriction on the distribution of funds if in its sole judgment (without the approval of any trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the area served by the Foundation.

Entire Agreement; Amendment of Agreement Subject to the provisions of the paragraph herein entitled "Variance Power," this Agreement and any addendums attached hereto shall constitute the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Subject to the provisions of the paragraph herein entitled "Variance Power," this Agreement, including any exhibits or attachments hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

Governing Law This Agreement is made subject to and shall be construed under the laws of the State of North Carolina, without giving effect to its conflict of laws principles. Each party hereto submits to the exclusive jurisdiction in the state and federal courts having jurisdiction in Mecklenburg County, North Carolina, and irrevocably waives any defenses to such venue including any defense based upon the principles of forum non-conveniens.

Signature Page To Follow

Signatures

By signing below, the Opening Donors, hereby acknowledge that they have read, understand and hereby agree to the provisions of this Agreement and that the information provided herein is accurate to the best of their knowledge.

Opening Donor 1

SIGNATURE

NAME (please print)

DATE**Opening Donor 2**

SIGNATURE

NAME (please print)

DATE**Foundation For The Carolinas**

SIGNATURE

NAME (please print)

TITLE

DATE