



Donor Advised Fund Agreement

Choose one: Establish a new fund Update existing fund

What is the name of your fund? e.g. *Smith Family Fund, Cobblestone Fund, etc.*

How should this fund be recognized?

- The Community Foundation may use the fund name for grants and in Foundation publications.
- This fund should remain anonymous in grant letters and Foundation publications.

FOUNDING DONOR(S)

The Founding Donor(s) is responsible for the initial contribution to establish the fund and has full advisory privileges, including the ability to recommend grants, view financial statements, name additional fund contacts and successor representatives, and manage other fund business.

- Individual(s)
- Trust/Foundation
- Estate
- Corporation
- Other

Name of Trust, Estate, or Corporation (if applicable)

Founding Donor 1

Will also serve as a *Communications Contact* and be a point of contact for communications related to the fund.

Prefix (e.g. Dr.)

Full Name

Preferred Name, if different than above

Mailing Address Home Business

City

State

Zip

Preferred Phone Home Cell Work

Alternate Phone Home Cell Work

Email Address

Date of Birth

Founding Donor 2 (optional)

Will also serve as a *Communications Contact* and be a point of contact for communications related to the fund.

Prefix (e.g. Dr.)

Full Name

Preferred Name, if different than above

Mailing Address Home Business

City

State

Zip

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ADDITIONAL FUND CONTACTS – optional

To name additional fund contacts, please complete the section below. Contacts may be assigned the following roles and fund privileges:

- **Fund Representative:** Individual has full advisory privileges over a fund, including grant recommendations, investment recommendations, and naming of successor representatives.
- **Fund Viewer:** Individual has access to fund information but no advisory privileges.

We recommend no more than three (3) Fund Representatives. *Please see Appendix A to add additional fund contacts.*

Additional Fund Contact 1 (optional)

Role (please select one):

- Fund Representative Fund Viewer

Will also serve as a *Communications Contact* and be a point of contact for communications related to the fund.

Prefix (e.g. Dr.)

Full Name

Preferred Name, if different than above

Mailing Address Home Business

City

State

Zip

Preferred Phone Home Cell Work

Email Address

Date of Birth

Relationship to Founding Donor(s)

Additional Fund Contact 2 (optional)

Role (please select one):

- Fund Representative Fund Viewer

Will also serve as a *Communications Contact* and be a point of contact for communications related to the fund.

Prefix (e.g. Dr.)

Full Name

Preferred Name, if different than above

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GIFT TO ESTABLISH FUND

Initial gift amount to establish fund:

- Cash or Check – *made payable to Community Foundation of Northern Colorado*
- ACH or wire transfer – *instructions are available online at <https://nocofoundation.org/financials-and-policies/>*
- Publicly Traded Securities
Please indicate the stock symbols and quantities being gifted. A transfer form for gifts of appreciated stock is available on our website at <https://nocofoundation.org/financials-and-policies/> and by request.
- Privately Held Securities‡
- Real Estate‡
- Other‡

‡Additional information will be required. Please contact the Community Foundation of Northern Colorado at (970) 224-3462 or donorservies@nocofoundation.org.

FUND OPTIONS

- Endowed Fund:** The fund will be permanent. Per the Foundation’s Spending Policy, fund assets and all future gifts to the fund will be invested to provide an annual amount to carry out the fund’s charitable purpose in perpetuity.
- Non-Endowed/Expendable:** The fund may make grants until all its assets are exhausted. A minimum balance is required to keep the fund open. *If selected, please choose one investment option that best matches your charitable grantmaking plans in the following section.*

INVESTMENT RECOMMENDATION

- Endowed Portfolio:** Per the Foundation’s Spending Policy, endowed fund assets and all future gifts to the fund will be invested to provide an annual distribution to carry out the fund’s charitable purpose in perpetuity.
- Non-Endowed/Expendable Portfolio Options:** Your philanthropic goals determine what investment options and grantmaking timelines, described below, are most appropriate for your fund. Choose *one* of the following:
 - Conservative Portfolio:* Provides current income and lower volatility for funds with short-term grantmaking strategies (zero to two years).
 - Balanced Portfolio:* Provides moderate growth over full market cycles for funds with medium-term grantmaking strategies (two to six years).
 - Growth Portfolio:* Provides long-term growth of capital with higher exposure to volatility for funds with long-term grantmaking strategies (seven years or more).
 - Stable Value:* Cash and money market options without appreciation or exposure to volatility.
- Individually Managed Fund:** I/we would like to have my/our fund managed by an outside investment advisor of my/our choice. *Investment advisors must remain within the Community Foundation’s Investment Guidelines. Individually Managed Funds require minimum fund assets of \$500,000 assets and are subject to Community Foundation approval.*

Please refer to the Fund Terms and Conditions for more information on investment policies. Additional information on investment performance can be found at www.nocofoundation.org.



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FUND SUCCESSION PLAN

Choose one of the succession plan options below:

- I/we wish to name the Successor Representative(s) listed below.** Fund Founder(s) and/or Fund Representative(s) may create a succession plan for the fund by appointing a maximum of two (2) Successor Representatives. Successor Representatives assume the privilege to advise the fund only after all of the initial Fund Representatives are unwilling or unable to exercise their privilege to do so. Please refer to the Fund Terms for additional information about eligibility requirements.

Full Name

Mailing Address Home Business

City

State Zip

Preferred Phone Home Cell Work

Email Address

Date of Birth Relationship to Donor(s)

Full Name

Mailing Address Home Business

City

State Zip

Preferred Phone Home Cell Work

Email Address

Date of Birth Relationship to Donor(s)

- I/we wish to designate the remaining balance of the fund after my/our lifetime(s) in the following way(s):** (if selecting more than one, please assign a percentage)

- Designated Fund:** Make grants to the nonprofit organization(s), Foundation Community Fund Committees, or other Foundation funds listed below (up to five): (if selecting more than one, please assign a percentage)

- Field of Interest:** Make grants to benefit organizations conducting charitable work in the focus area(s) and/or geographic area(s) listed below:

- NoCo Together Fund:** A permanent charitable resource that provides funding to local nonprofit organizations to meet the needs of our regional community today and for generations to come.

- Community Foundation:** Use assets to support Community Foundation operations and help inspire philanthropy for future generations.

- Please see Special Instructions for additional information on the succession plan for my/our fund.**

- I/we do not wish to name a succession plan at this time.**



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PLANNED GIFTS - optional

Many fundholders choose to include their fund in their estate plans. This is an easy way to leave a lasting legacy and ensure your preferred causes are supported into the future.

Yes, I/we have included a gift to this fund in my estate plans.

↳ Please list my/our name(s) publicly in Legacy Society recognition materials as:

Please do not list my/our name(s) publicly in Legacy Society recognition materials.

↳ Anonymous during my/our lifetime(s); may include names above after lifetime(s).

Anonymous permanently.

I/we would like additional information about how to include this fund in my/our estate plans.

COMMUNITY CHAMPIONS

The Community Foundation’s personalized donor services and operating expenses are covered by modest fund service fees. Our regional engagement work—launching new initiatives to address pressing issues like water sustainability, preparing tomorrow’s workforce, supporting a strong nonprofit sector, and responding to natural disasters—is made possible by the support of our Community Champions.

As a valued fundholder, we invite you to consider a gift to the Community Champions fund. Your contribution ensures the Community Foundation can remain responsive to new challenges in our region—and Northern Colorado remains one of the best places to live, raise a family, build a business, and retire.

To make a gift, please select one of these two options below:

Lifetime Circle: I/we would like to make an annual gift from my/our fund in perpetuity unless I/we notify otherwise. Please select one option below.

A percent of the spendable fund balance in the amount of:

Gift calculated based on fund balance at December 31 distributed in the first quarter of the following year.

An annual gift in the amount of:

One-Time Gift: I/we would like to make a one-time gift of from my/our fund.

REFERRAL INFORMATION

How did you learn about the Community Foundation?

Referred by

Company

Relationship

Phone

Email Address



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ACKNOWLEDGEMENT AND SIGNATURES

I/we acknowledge that I/we have read the Community Foundation of Northern Colorado’s (hereinafter “the Foundation”) Fund Terms and Conditions and agree to the fees, terms, and conditions described therein. I/we understand any contribution, once accepted by the Foundation, represents an irrevocable contribution. The Foundation Board of Trustees has variance power under IRS regulations, and this gift is not refundable to me.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written below.

FUND CONTACT 1

Signature

Print Name

Date

FUND CONTACT 2

Signature

Print Name

Date

COMMUNITY FOUNDATION OF NORTHERN COLORADO

Signature

Print Name

Title

Date

SPECIAL INSTRUCTIONS

Please provide any additional information or instructions pertaining to your fund.



FUND TERMS AND CONDITIONS

Tax Status of Contribution

Funds established at the Community Foundation of Northern Colorado (“Foundation”) and its affiliates are component funds of the Foundation, a Section 501(c)(3) public charity. 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.

The Foundation does not provide tax or legal advice. In matters of charitable donations, donors are encouraged to review tax or estate related issues with their professional advisors.

Variance Power

All funds established at the Foundation are subject to the Foundation’s “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 judgment (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 Policy Statement (IPS). A copy of the Foundation’s current Investment Policy Statement is available online at <https://nocofoundation.org/financials-and-policies/>.

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 earnings and investment fees 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.

For non-endowed funds, the donor may select from a number of investment pools. The asset allocation of these pools is geared towards the donor’s spending horizon for the fund. Annually, the donor may select to move to a different pool.

Fund Spending Policy

The Foundation seeks to ensure that all funds are actively distributing funds on a regular basis or plan to do so. The Board of Trustees of the Foundation may establish minimum annual levels of grants from the fund. For endowed funds, the Foundation’s Board of Trustees sets an annual amount available for distribution calculated as a percentage of fund assets. An endowed fund must be invested for a minimum of amount time before the fund’s initial annual distribution rate can be calculated as stipulated by the Foundation’s Finance Policy.



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Fund Inactivity and Termination

The Foundation of Northern Colorado seeks to ensure that all donor advised funds are actively distributing funds on a regular basis or plan to do so. Should a fund not distribute at least one grant after two fiscal years, the Foundation will contact the Fund Representative(s) to discuss their intentions for the fund. If the fund Representative(s) has not recommended a distribution in a three-year period, the Representative(s) will be notified of this inactivity in writing and will be asked to choose from one of the following actions: 1) Recommend a grant distribution from the fund to an eligible charitable organization (our staff can assist in finding a project to support); 2) Create a plan for the fund that necessitates a delay in grant making (i.e., a specific charitable project) with an estimated reactivation date; or, 3) Grant out the balance of the fund. Fund Representative(s) will be given ninety (90) days from the date of notice from the Foundation to undertake one of these actions. If no response is received after ninety (90) days, the Foundation may distribute a grant based upon the fund's asset level as of the most recent quarter ended. Unless otherwise directed by the President or the President's designee, these grants will be used to augment the Foundation's annual discretionary grants budget. Unless subsequent action by the Fund Representative(s) is taken, such grants will continue for a total of five years, at which point the fund will be considered terminated and (all assets will be) transferred to the Foundation for charitable purposes.

Charitable Purposes

Funds and assets of the Foundation may only be used for the "charitable purposes" described in the Articles of Incorporation of the Foundation as educational, scientific, literary, public or other purposes permitted to be carried on by organizations described in Sections 170(c)(1) and 170(c)(2) of the Internal Revenue Code of 1954, as amended, and corresponding provisions of future revenue laws.

Fees

There is no set-up fee to open a fund at the Foundation, with certain exceptions. However, specific initial gift minimums must be met. Initial gift minimums vary by fund type. Once established, funds are required to maintain a minimum balance and are subject to support and investment fees. Fee information is available upon request. The Foundation reserves the right to change its fee or minimum balance policies at any time.

The Foundation shall assume responsibility for check writing, bookkeeping, investment management, tax reporting, auditing, and for making available to the Fund Representative(s) reports of fund income, expenses, and grantmaking, as appropriate.

Role of Fund Representatives

Donors establishing an advised fund may designate any person over 18 years of age to be a representative on the fund. A fund can have more than one fund representative but preferably no more than three. If a fund is advised jointly, upon the death of one fund representative or receipt of written documentation describing the unwillingness or inability of one fund representative to exercise fund advisory privileges, the remaining fund representative(s) retains the privileges associated with the fund.

Successor Representatives

The donor and any fund representative may designate any person within one generation to be a successor representative to exercise the privileges and duties of a fund representative. Successor representatives may assume the privilege to advise the fund only after the deaths or resignations of all initial fund representatives named on the fund. The successor representative(s) may be required to provide written notification and sufficient proof of the donor's or fund representative's death prior to assuming the privileges and duties of a fund representative. If the successor representative is a minor,



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the Foundation's Board of Trustees reserves the right to require that grant recommendations be made by the minor's legal guardian. All requests to modify or appoint additional representatives and successor representatives to a fund must be communicated to the Foundation in writing. In addition, a written acknowledgement must be received from the Foundation confirming that the request has been granted. If the Foundation has not received the name(s) of an additional representative(s) or successor representative(s) to the fund, or other special instructions, in writing, the Foundation will use the fund's balance for charitable purposes.

The following Fund Representative Privilege Definitions further describe the role of advisors and other interested parties to funds at the Foundation. These terms correlate to the Fund Agreement forms and will determine the fund's contacts and advisors.

Fund Representative Privilege Definitions:

- **Fund Representative:** This is the highest level of authority. Individual has full advisory privileges over a fund, including grant recommendations, investment recommendations, naming the fund, and appointment of other fund representatives and successor representatives.
- **Fund Viewer:** This is the lowest level of authority. Individual has access to fund information but no fund advisory privileges.
- **Successor Representative:** This is the second-generation fund representative. This individual has no advisory privileges until all initial fund representatives are unwilling or unable to exercise their privilege to do so.
- **Communications Contact:** This individual will be an initial point of contact to receive communications related to the fund. This individual may or may not have fund advisory privileges.

Grant Disbursement

Grants must be for charitable purposes, and those grants may be recommended to any 501(c)(3) organization or verified charitable entity (e.g. schools, religious institutions) located in the United States.

Grants must be for a minimum of \$250 USD or amount set by the Foundation, whichever is greater. Grant payments sent to organizations are accompanied by a Foundation cover letter specifying the name of the fund and the fund representative's name(s), unless requested otherwise by the donor or fund representative and approved by the Foundation. Approved grants are typically sent within 7 to 10 business days.

Restrictions on Grants

In compliance with the Internal Revenue Code, grants are not permitted to individuals; for non-charitable purposes; for political contributions or to support political campaign activities; or for any purpose that would provide benefits, goods or services to a donor to the fund, the fund's representative(s) or other related parties.

The Foundation does not permit expense reimbursements, loans, compensation or other similar payments from an advised fund to any donor, fund representative, or related party. All expenses must be paid by the Foundation directly after appropriate review of the expenses and their payees, and all expenditures must be preapproved by the Foundation prior to being incurred. The expense submitted for review must be charitable in nature or support a charitable purpose.



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Fundraising Policy

On certain occasions, the Foundations may consider permitting a fund to raise money. All fundraising activities must be pre-approved by the Foundation. Fund Representatives must allow at least 30 days for approval. Use of the Foundation's name on any fundraising material is expressly prohibited without prior written approval by the Foundation. A copy of the Foundation's current Fundraising Policy is available upon request.

Fund Closure

A fund representative may recommend closing a non-endowed fund by granting up to 100% of the fund balance to a qualified charitable organization, including any of the Foundation's funds (e.g., field of interest funds, endowment funds, operating funds). Such recommendations must be received in writing, and, if approved, funds will be disbursed in accordance with the Foundation's current grantmaking policies and applicable laws and regulations. Closing a fund by recommending a grant to another qualified charitable organization which is approved will occur as follows: generally, 80% of the current balance will be granted within 10 business days of the request date, barring any issues with the organization's status as a qualified public charity or equivalent. The remaining balance of the fund, including any residual net earnings, will be granted within the following 45 days.

Administrative Provisions

In the event of an inconsistency between these terms and conditions and any terms and conditions appearing elsewhere in connection with any fund, these terms and conditions, as interpreted by the Foundation, shall govern, and the Foundation reserves the right to take any actions at any time which, in its discretion, it deems reasonably necessary or desirable for the proper administration of any fund at the Foundation or to comply with applicable law.



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APPENDIX A: ADDITIONAL FUND CONTACTS – optional

To name additional fund contacts, please complete the section below. Contacts may be assigned the following roles and fund privileges:

- **Fund Representative:** Individual has full advisory privileges over a fund, including grant recommendations, investment recommendations and naming of successor representatives.
- **Fund Viewer:** Individual has access to fund information but no advisory privileges.
- **Successor Representative:** This is the second-generation fund representative. This individual has no advisory privileges until all initial fund representatives are unwilling or unable to exercise their privilege to do so.

We recommend no more than two (2) additional contacts per fund.

Additional Fund Contact 1 (optional)

Role (please select one):

- Fund Representative Fund Viewer
 Successor Representative

Will also serve as a *Communications Contact* and be a point of contact for communications related to the fund.

Prefix (e.g. Dr.)

Full Name

Preferred Name, if different than above

Mailing Address Home Business

City

State

Zip

Preferred Phone Home Cell Work

Email Address

Date of Birth

Relationship to Founding Donor(s)

Additional Fund Contact 2 (optional)

Role (please select one):

- Fund Representative Fund Viewer
 Successor Representative

Will also serve as a *Communications Contact* and be a point of contact for communications related to the fund.

Prefix (e.g. Dr.)

Full Name

Preferred Name, if different than above

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Date of Birth

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APPENDIX B: INTEREST AND ENGAGEMENT OPPORTUNITIES

Interest Areas

The Foundation is here to help connect you to the causes you care about. We hold regular gatherings for our fundholders for educational and social purposes. We also let our fundholders know about community needs that match their interests and the organizations addressing them.

What grantmaking areas interest you? (choose all that apply)

- Animal related
- Arts, culture, humanities
- Civil rights, social action, advocacy
- Community improvement
- Crime legal related
- Disease, disorders, medical disciplines
- Education institutions and related activities
- Employment and career development
- Environmental quality protection and beautification
- Food, agriculture and nutrition
- Health and rehabilitation
- Housing and shelter
- Human services
- International foreign affairs and national security
- Medical research
- Mental health and crisis intervention
- Philanthropy and voluntarism
- Public safety, disaster preparedness, and relief
- Public society benefit (military, veterans organizations)
- Recreation, sports, leisure, athletics
- Religious organizations and spiritual development
- Science and technology research
- Social science research institutes
- Youth development
- Other (please list below):

Optional

- I/we would prefer *not* to learn about opportunities for giving.

Engagement Opportunities

What engagement opportunities interest you? (choose all that apply)

- Educational opportunities for fundholders (e.g. Community briefings on area(s) of interest, family philanthropy planning, etc.)
- Networking and social opportunities with Foundation fundholders
- Volunteer to review scholarship applications to the Foundation
- "Behind the scenes" tours with local nonprofits
- Other (please list below):