



Terms and Conditions of a Donor Advised Account

General Restrictions

The Fund shall at all times be held and administered in accordance with the provisions of the Articles of Incorporation and Bylaws of the Longmont Community Foundation, all of which are hereby accepted and agreed to by Grantor, including those provisions relating to the amendment or termination of designations of specific organizations, restrictions with respect to the use of principal or income, and other directions or advice from donors. The Board of Trustees of the Foundation shall have the power to modify or eliminate any designation, restriction or condition on the distribution of funds for any specified charitable purposes or designated organization if in its sole judgment (without the necessity or the approval of any participating trustee, custodian or agent) such designation, restriction or condition becomes, in effect, unnecessary, undesirable, impractical, incapable of fulfillment or inconsistent with the charitable mission of the Foundation.

Distributions Unless otherwise agreed upon, all or any part of the income and principal of the Fund shall be used or distributed for such purposes made in writing to the Foundation by the Fund's **Advisory Committee** in accordance with the Foundation's guidelines for advised funds.

Advisory Committee

Committee Members Persons that Grantor shall appoint from time to time will comprise the "Advisory Committee" for purposes of this Agreement. Grantor shall also appoint from time to time one of the members of the Advisory Committee to serve as its chair. Members of the Advisory Committee may be removed and replaced at any time by Grantor upon written notification to the Foundation.

Role of Committee The Advisory Committee submits written or verbal recommendations to distribute from the Fund

Procedures All expenses and liabilities incurred by the Advisory Committee in connection with its activities and affairs shall be the sole responsibility of Grantor or of the members of the Advisory Committee.

Term After the lifetimes of the original advisors and their appointed successors, and in the event that there are two consecutive years without grantmaking from the fund from the appointed successors, the fund will convert to an endowed field of interest fund within the Longmont Community Foundation community endowment. The fund shall retain its name (e.g. The XXXX Fund), and each year 5.0% of the value of the fund shall be distributed in grants which abide by the interests of the original intent of the fund.

Reports The Foundation shall render reports at least quarterly to Grantor or Grantor's designee and to the chair or other designated representative of the Advisory Committee showing the assets then held as the principal of the Fund and all receipts, expenses and distributions during the period covered by the report. All records of the Foundation related to its management of the Fund shall be available for inspection by authorized representatives of Grantor and the Advisory Committee at all reasonable times.

Investments

All assets held as part of the Fund shall be invested by the Foundation in accordance with its general investment policies and objectives approved by the Board of Trustees. Fund assets may be commingled with other assets of the Foundation for investment purposes, provided that accurate accounts are kept of the Fund's share of any such commingled investments. The Fund will be an "institutional fund" of the Foundation and, as such, shall be invested and administered in accordance with the Colorado Uniform Prudent Management of Institutional Funds Act (UPMIFA).

Administration Fees and Expenses. The Foundation shall be entitled to pay or reimburse itself from the Fund for all reasonable direct out-of-pocket expenses incurred by the Foundation in accepting, holding, protecting, investing, administering and distributing the Fund, and shall be entitled to charge to the Fund a general administration fee to cover a portion of the Foundation's general operating expenses. The general administration fee shall be consistent with the Foundation's normal practice of allocating costs of administration among its various funds and may change from time to time. This fee shall not exceed **1.5%** of the value of the Fund during the year. However, no such fee shall be payable with respect to the Fund until the Foundation has received assets constituting an initial contribution establishing the Fund. The general administrative fee shall be transferred to the Foundation's general funds in quarterly installments on or about the last day of each calendar quarter, and each quarterly installment shall be based on the value of the Fund as of the last day of the immediately preceding quarter. The Foundation shall have no duty to incur any debt, expense or other obligation of any kind with respect to the Fund, unless such debt, expense or other obligation can and shall be fully paid and satisfied solely from the assets of the Fund.

Component Part It is intended that the Fund shall be a component part of the Foundation and not a separate trust, and that nothing in this Agreement shall affect the status of the Foundation as an organization described in section 501(c)(3) of the Internal Revenue Code and as an organization that is not a private foundation within the meaning of section 509(a) of the Code.