

**AGREEMENT TO ESTABLISH  
THE \_\_\_\_\_ FUND  
(an organization-endowment fund at Dade Community Foundation, Inc.)**

THIS AGREEMENT (“Agreement”), made this \_\_\_\_ day of \_\_\_\_\_, (year) between \_\_\_\_\_(the “Organization”) and Dade Community Foundation, Inc., a Florida not for profit corporation and Community Foundation (the “Foundation”), having its principal office in the City of Miami and State of Florida.

**WITNESSETH:**

**WHEREAS**, the Organization desires to create an Endowment Fund for philanthropic purposes; and

**WHEREAS**, the Organization may transfer additional property for such purposes;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the Organization hereby transfers the assets listed on Exhibit A to the Foundation as an Endowment Fund of the Foundation, for the following uses and purposes and subject to the terms and conditions herein set forth. It is agreed and understood that the Fund will in all events be used and dedicated to a purpose permitted by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

**FIRST:** The fund hereby created shall be known as the \_\_\_\_\_ Endowment Fund (the “Fund”).

**SECOND:** The Foundation shall hold, manage, invest and reinvest the Fund exclusively for general charitable uses and purposes in accordance with the rules from time to time adopted by the Foundation regarding the investment of and distribution from Organization endowment funds.

**THIRD:** The Foundation will distribute to the Organization annually an amount equal to \_\_\_\_\_% of the average fund balance over the preceding 20 quarters. The Organization will request its annual distribution from the Foundation in writing. Otherwise, the Foundation will reinvest the dollars to continue growing the Organization Endowment Fund.

**FOURTH:** The Organization may request a distribution of all or any part of the Fund at any time and from time to time. The Foundation’s Board of Governors (“Board”) may honor such request as long as the Organization is qualified under Section 501(c)(3) of the Code and is not a private foundation as defined as Section 509(a) of the Code (herein a qualified organization).

**FIFTH:** It is agreed that the Fund will be held for the benefit of the Organization as long as it is a qualified organization. If the Organization ceases to be a qualified organization, the Fund will

become a part of the Foundation's general endowment, subject to the distribution and other rules applicable from time to time to the general endowment.

SIXTH: Grants from the Fund will not be made to pay dues for membership of an individual in an organization, purchase admission to charitable events, to or to discharge or satisfy a legally enforceable obligation or personal pledge that has been made by the Organization or any other individual or organization.

SEVENTH: The Foundation shall receive a fee, which may be taken from the Fund, for reasonable and proper compensation for services and expenses rendered to and incurred by the Fund in accordance with the Foundation rules governing Organization Endowment funds.

EIGHTH: The Fund is subject to the condition that the Foundation, as of the date of transfer, is classified in good standing by the Internal Revenue Service as an organization (i) described in section 501(c)(3) of the Code and (ii) which is not a private foundation as defined in section 509(a) of the code.

NINTH: The Fund created by this Agreement shall be administered in and under the laws of State of Florida, and this Agreement and the validity thereof shall be governed by and construed in accordance with the laws of the State of Florida.

TENTH: The board shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to specified organizations if in the sole judgment of the board (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 community or area served.

IN WITNESS WHEREOF, the Organization and the Foundation have executed this Agreement as of the date first above written..

**ORGANIZATION:**

By:\_\_\_\_\_

**DADE COMMUNITY FOUNDATION, INC.**

By:\_\_\_\_\_

Ruth Shack, President

**EXHIBIT A**

**THE \_\_\_\_\_ FUND**

\$ \_\_\_\_\_ in cash or property has been contributed to the Fund.

Organization

By: \_\_\_\_\_

DADE COMMUNITY FOUNDATION, INC.

By: \_\_\_\_\_

Ruth Shack, President