

AGREEMENT TO ESTABLISH
THE _____ FUND
(A scholarship endowment fund at Dade Community Foundation, Inc.)

THIS AGREEMENT (“Agreement”), made this ____ day of _____ (year) between _____ (the “Donor”) 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 Donor desires to create a Scholarship Fund for philanthropic purposes; and

WHEREAS, the Donor may transfer additional property for such purposes;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Donor hereby irrevocably assigns, conveys, transfers, and delivers to the Foundation the assets listed on **EXHIBIT A TO HAVE AND TO HOLD** the same and all income from the foregoing property, **NEVERTHELESS** as a Scholarship 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 _____ Scholarship 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 scholarship funds.

THIRD: The Donor desires ____% of the Fund be applied to provide scholarship support to _____. Financial need will be a consideration. _____ (number and scholarship amount) scholarship(s) will be awarded on an annual basis. Scholarship checks will be made co-payable to the individual and the educational institution. Following death of the Donor, the Fund will retain its name as set forth above, and will become an unrestricted fund within the Foundation.

FOURTH: In selecting individuals to receive scholarships from the Fund, a scholarship advisory committee comprised of _____

_____ will review applications and determine the students' compliance with the established selection criteria. The scholarship advisory committee will recommend to the Foundation the final awardee (s). See attachment one for list of those serving on the scholarship advisory committee. The Foundation may serve as the scholarship advisory committee.

FIFTH: Recommendations by the Donor will in each case be evaluated independently by the Foundation's staff to determine if the recommendations are consistent with the purposes of the Foundation and meet the needs of the community as identified by the Board.

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, or to discharge or satisfy a legally enforceable obligation or personal pledge that has been made by the Donor or any other individual or organization.

SEVENTH: It is the practice of the Foundation to identify for grant recipients the specific fund or funds from which a grant is paid. In the case of grants from scholarship funds, grant recipients will be informed of distributions from such funds unless the Donor has specified to the contrary in writing.

EIGHTH: 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 scholarship funds.

NINTH: 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.

TENTH: The Fund created by this Agreement shall be administered in an under the laws of the 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.

ELEVENTH: 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 Donor and the Foundation have executed this Agreement as of the date first above written.

DONOR:

By: _____

DADE COMMUNITY FOUNDATION

By: _____

Ruth Shack, President

EXHIBIT A

THE _____ SCHOLARSHIP FUND

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

DONOR

By: _____

DADE COMMUNITY FOUNDATION, INC.

By: _____

Ruth Shack, President