



THE COMMUNITY FOUNDATION OF THE NORTH OKANAGAN

Agreement to establish the _____ Fund

I/We _____, hereby give to the Community Foundation of the North Okanagan the assets described in Attachment "A", subject to the following conditions:

1. The assets given and any additions thereto shall be accounted for and designated by the Community Foundation of the North Okanagan as described above.
2. The Community Foundation of the North Okanagan will issue receipts valid for income tax purposes for all charitable donations to the fund received by it.
3. The Community Foundation of the North Okanagan will retain all capital contributions in the endowment of the fund in perpetuity and invest them in accordance with its investment policy.
4. The Community Foundation of the North Okanagan will appropriately memorialize the Fund in the Community Foundation of the North Okanagan's annual report and other publications and will identify Fund distributions to beneficiaries as coming from the Fund and the Community Foundation of the North Okanagan except as otherwise directed in writing by the donor.
5. The Community Foundation of the North Okanagan is permitted to charge for its expenses in administering the Fund, a reasonable fee equal to that of other funds of similar nature and size. The fee will be charged against income on a monthly basis prior to distribution.
6. The Community Foundation of the North Okanagan will distribute income for the Fund for general charitable purposes in the North Okanagan Regional District. The amount of income to be distributed will be determined annually in accordance with the Community Foundation of the North Okanagan's policy relating to the long term preservation of capital within all Funds under its management.

7. Although we understand that under law the Board of the Community Foundation of the North Okanagan has and must retain final authority regarding all disbursements of income, we request that in determining the distribution of the income of the fund, as provided for in Clause 6 above, the Directors of the Community Foundation of the North Okanagan seek our advice and the advice of any appropriate committee we may form, providing we and/or our committee is able, available and willing to advise. If our advice is not provided, then we understand the income will be distributed solely at the discretion of the Directors of the Community Foundation of the North Okanagan

The Fund shall be considered created on the date this executed agreement and the gift are received and accepted by the Community Foundation of the North Okanagan.

The Community Foundation of the North Okanagan hereby accepts the gift and the conditions thereof.

_____ Signature	_____ Donor Signature
_____ Name	_____ Donor Name
_____ Date	_____ Date

(Attachment "A" constitutes a integral part of this agreement)

ATTACHMENT "A":

**ASSETS GIVEN AND CONDITIONS TO ESTABLISH THE _____
_____ FUND.**

ASSETS:

An initial contribution of \$ _____

Additional contributions may be added in any form acceptable to the Community Foundation of the North Okanagan.

CONDITIONS:

1. To meet federal regulations which define contributions which can be held in perpetuity, all contributions to the Fund will be clearly designated in writing by the contributors as funds which are to be held in perpetuity.
2. The advice referred to in Clause 7 shall be provided in writing to The Community Foundation of the North Okanagan by _____. As required by law, all recommended fund recipients must be registered charitable organizations.

**Acknowledged by the Community
Foundation of the North Okanagan**

Acknowledged by:

Per

Donor Signature

Donor Name