

**[FUND NAME]**  
**Sample Donor-advised Non-endowed Fund Agreement**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ 200\_, between \_\_\_\_\_  
\_\_\_\_\_ (the “Donor”), and the Whatcom Community Foundation (the “Community  
Foundation”), a nonprofit corporation, is as follows:

The Donor desires to create a Donor-advised Non-endowed Fund (the “Fund”) with the following property  
(the “Property”), donated for public educational and charitable purposes: \_\_\_\_\_  
\_\_\_\_\_

The Donor hereby irrevocably assigns, conveys, transfers and delivers the Property to the Community  
Foundation. The donor or any other person may from time to time add to the Fund, subject to the terms  
and conditions herein set forth:

FIRST: The Fund shall be known as the “\_\_\_\_\_ **Fund.**”

SECOND: The Community Foundation shall hold, manage, invest and reinvest the Fund, shall collect the  
income and shall pay and disburse the distributable amount for public educational and charitable uses and  
purposes, in accordance with the policies of the Community Foundation. The distributable amount of the  
Fund shall be up to 100% of the fair market value of the Fund annually.

THIRD: The following person(s) may from time to time make suggestions to the Board of Directors  
concerning grants from the Fund (exclusively for public educational and charitable uses and purposes):  
\_\_\_\_\_

Such suggestions may be accepted or rejected, in whole or part, by the Board of Directors in its sole and  
absolute discretion. All gifts to the Fund are subject to the variance power of Foundation Board of  
Directors, as set forth under Treasury Regulations, 1.170A-9(e)(11)(V)(B), (C) and (D).

If the advisors are unable or unwilling to serve in the advising capacity, the balance of the Fund will be  
transferred to \_\_\_\_\_.

FOURTH: The Fund will be charged an annual service fee as spelled out in the Foundation’s Policies. The  
Donor has been given a written copy of the current Administrative Service Fee Policy of the Foundation.

The parties hereto have executed this agreement in duplicate as of the date and year first written above.

BY: \_\_\_\_\_  
(Donor)  
  
\_\_\_\_\_  
(Donor)

BY: \_\_\_\_\_  
Calene LeBeau, President/CEO  
Whatcom Community Foundation