



Number to be assigned by the Florida United Methodist Foundation: _____

THIS DONOR ADVISED FUND AGREEMENT ("Agreement") is made on this _____ day of _____, 20 ____ by and between _____ of _____ (hereafter referred to as the "Donor") and The Florida United Methodist Foundation, Inc., a Florida not-for-profit corporation of Lakeland, Florida (hereafter referred to as the "Foundation"). Unless defined in this Agreement, all capitalized terms shall have the same meanings ascribed to them in the Foundation's Policies for the Creation and Operation of Donor Advised Funds (hereinafter referred to as the "Policies").

PRELIMINARY STATEMENT: The Donor desires to contribute cash or other assets that are acceptable to the Foundation for the purpose of creating a donor advised fund. The Foundation is sufficiently satisfied that the assets contributed constitute an acceptable contribution in accordance with the Foundation's Gift Acceptance Policies for this purpose and agrees to administer a donor advised fund under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. DONOR ADVISED FUND CREATION

The Donor shall contribute the property listed on Schedule A attached hereto and incorporated herein by reference, to the Foundation for the purpose of establishing the _____ Fund (*hereinafter referred to as the "Fund"*), a donor advised fund pursuant to the Policies. The Donor reserves the right to require that one or more gifts made from the Fund remain anonymous pursuant to written instructions delivered to the Foundation (to ensure anonymity, please do not include your name when naming the Fund).

This contribution equals or exceeds the minimum required contribution amount of \$2,500.00. The Foundation has duly approved the acceptance of the above gift and/or bequest of property for the purpose of creation of the Fund. When the Fund is set up, two accounts will be established by the Foundation. The first account consists of a general account from which the Donor may recommend distributions to any charitable cause that conforms to the Foundation's mission and charitable objectives, and the second account shall be used to benefit some part of The United Methodist Church or its qualifying charities. The initial contribution shall be divided fifty (50%) percent to the general account and fifty (50%) percent to the United Methodist account. The Fund shall be a component fund of the Foundation and the exclusive property of the Foundation, subject to the administrative procedures set forth in the Policies. The Donor has been provided a copy of the Policies and hereby acknowledges reviewing the Policies to the extent desired. Investment of the Fund remains at the discretion of the Foundation.

II. FUND ADVISORS

The Donor may provide non-binding grant recommendations to the Foundation in writing regarding the distribution of the Fund income and principal in accordance with the Policies. Additionally, the Donor's spouse, if any, may make grant recommendations jointly with the Donor if so specified by the Donor. Otherwise, the Foundation shall be entitled to rely upon instructions given by the Donor individually or, in the absence of grant recommendations from the Donor or following the death of the Donor, by the Donor's spouse, unless a separate writing is provided to the Foundation restricting such spouse's right to make grant recommendations.

- A. The name of the Donor's spouse is _____
- B. Grant recommendations may be made by the Donor or Donor's spouse jointly or individually (please check one):
 - Yes No

If the Donor selects no, all grant recommendations must be made jointly.

- C. The Donor nominates the following persons to serve as advisors to the Fund jointly or as otherwise indicated following the death of the survivor of the Donor and the Donor's spouse, if any (attach additional sheets if necessary). You may change this designation at any time by delivering written notice to the Foundation. Upon notification of the Donor's death or incapacity (or spouse of the Donor), the person(s) named below is(are) to succeed the Donor:

NAME

ADDRESS, EMAIL, PHONE

<hr/>	<hr/> Address
<hr/>	<hr/> City, State, Zip
<hr/>	<hr/> Email
<hr/>	<hr/> Phone
<hr/>	<hr/> Address
<hr/>	<hr/> City, State, Zip
<hr/>	<hr/> Email
<hr/>	<hr/> Phone
<hr/>	<hr/> Address
<hr/>	<hr/> City, State, Zip
<hr/>	<hr/> Email
<hr/>	<hr/> Phone

Unless otherwise agreed to by Donor and the Foundation, the named donor advisors are generally the children and/or stepchildren of the Donor. If more than one Donor advisor shall be given the right to make recommendations to the Foundation at any time, the Foundation shall be entitled to rely on the spokesperson named by the Donor or advisor named by the successor advisor and the Foundation will accept a properly submitted form signed by a majority of advisors then known to be active advisors to that Fund, as determined by the Foundation in its discretion. The Foundation shall be entitled to rely upon such notification until changed by written notice executed by the Donor or applicable successor advisor.

III. DISTRIBUTIONS FROM THE FUND

The Foundation shall, from time to time, make distributions from the Fund of principal and income to qualified charitable organizations, as that term is defined in the Policies. For a donor advised fund that is established as an endowment fund, only the earnings and income generated by the Fund will be available for distribution. For those funds, the Foundation will make distributions in accordance with the Spending Policy it adopts from time to time. The Foundation has specifically adopted the provisions of the Florida Uniform Prudent Management of Institutional Funds Act ("UPMIFA"). Accordingly, the Foundation will administer all donor advised funds that are set up as an endowment as a UPMIFA fund and make annual distributions from the Fund in such amounts as may be required under its Spending Policy. Should the donor or advisor to the Fund wish that any gift made or distributed from the Fund be made as an anonymous gift, the donor or advisor may instruct the Foundation to honor any applicable confidentiality request. The Fund advisors may make grant recommendations in accordance with the Policies.

Distributions shall not be made to fulfill a legally binding pledge, to other than a qualified charitable organization, or for lobbying, political contributions, political campaign activity purposes or to pay for goods and services received by any private person.

If no distributions have been made from the Fund for a period of two full calendar years, the Foundation will contact the Donor or advisor and request that a grant request be made. If the Fund remains inactive and no distributions have been made by the end of the third calendar year after the Fund has been established, the Foundation may convert the Fund to an endowment fund, with distributions made to the Residuary Beneficiaries named by the Donor or a qualified charity designated in the Policies, including, but not limited to, the Foundation.

IV. ADMINISTRATION OF FUND

The Foundation shall accept contributions and administer the Fund in accordance with the Policies. The Policies may be amended as required by the Board of Directors of the Foundation. While the Fund is a component fund of the Foundation, the assets may be commingled for investment purposes and invested in units of any common investment fund of the Foundation. The Foundation shall have the right to convert or sell any gifted property and to invest the property as part of a common fund. The Foundation may assess an initial set-up fee and other charges and fees against each Fund as described in the Policies, as they may be amended and revised from time to time.

V. FUND REMAINDER

This Fund is intended to be operational during the life of the Donor. If the Donor designates in writing children, stepchildren or persons that may be mutually agreeable to the Donor and Foundation as successor advisors, then the Fund may continue for their lives. In the event of death or incapacity of the advisor or the last surviving advisor appointed by the Donor, or unwillingness, refusal to serve or disqualification of the last advisor, the Donor may choose to have the Fund administered as follows:

PLEASE COMPLETE EITHER (i) or (ii) BELOW.

(i) The Fund shall become a permanent endowment managed by the Foundation to provide support for the charities and charitable purposes designated by Donor under the Foundation's Policies.

- Yes No

If no is checked, please complete Section (ii) below.

If the Donor chooses to establish a permanent endowment for the Fund, the Donor designates the following qualified charitable organizations and/or areas of interest as the beneficiaries of the Fund when converted to a permanent endowment pursuant to the Policies (attach additional sheets if necessary):

UNITED METHODIST ACCOUNT	Address (if known)	Percentage Dedicated
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

GENERAL ACCOUNT

Name/Description of Area of Interest	Address (if known)	Percentage Dedicated
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IF YOU DID NOT COMPLETE SECTION (i), PLEASE COMPLETE SECTION (ii) BELOW.

(ii) The Fund shall be terminated and distributed to the following named charities:

Name of Organization	Address	Distribution Percentage
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

(iii) If the Donor fails to designate a residuary beneficiary, or if the charity no longer exists, the Foundation shall distribute any remaining balance in the Fund in accordance with the Foundation's grant making policies then in effect, taking into consideration the Fund's charitable intentions and objectives.

VI. FUND PROVISIONS

This Agreement is irrevocable, and any assets contributed to the Fund shall become an irrevocable gift to the Foundation and no trust fund shall be deemed to be established pursuant to the terms of this Agreement. Legal control and responsibility for administering the Fund rests with the Foundation. The Donor further agrees and acknowledges that any grant recommendations made will be advisory only and that ultimate responsibility for the investment and grants made from the Fund rests with the Foundation. This Agreement may not be amended unless a written instrument is signed by both the Donor and the Foundation. Nevertheless, the Foundation, acting alone, shall have the power to modify the terms of the Agreement to the extent necessary to ensure that the Fund is a qualified component Fund of the Foundation for Federal Tax purposes. The Foundation also reserves the right under UPMIFA to modify any restriction or condition of this Agreement if, in the sole judgment of the Foundation, the condition, restriction or charitable gift becomes impossible to perform, carry out or fulfill the charitable mission and desires of the Donor. Donor agrees to be bound by the Policies governing the administration of the Fund, as they may be amended from time to time. The Agreement shall be governed by the laws of the State of Florida.

{SIGNATURES NEXT PAGE}

IN WITNESS WHEREOF, the Foundation and the Donor have executed this Agreement on the date first written above.

DONOR

Signature

Name

Phone

Email *[optional]*

Church Affiliation *[optional]*

THE FLORIDA UNITED METHODIST FOUNDATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION

Signature

Name

Title

Area Representative Name

SCHEDULE "A"
DESCRIPTION OF CONTRIBUTED PROPERTY