

<NAME> FUND
Unrestricted Fund Agreement
With the Community Foundation of Western Nevada

THIS UNRESTRICTED FUND AGREEMENT, entered into effective this _____ day of _____ 20__ by the Community Foundation of Western Nevada, a Nevada non-profit corporation (the "Foundation"), to create the Fund (hereafter defined). This agreement sets forth the terms and conditions that will apply to the Fund beginning on the date of the initial contribution to the Fund.

1. **Establishment of Fund.** The Fund hereby created shall be known as the <name> Unrestricted Fund ("Fund") and, as a component fund of the Foundation, shall be established for the purpose and subject to the terms and conditions herein set forth. It is the express intent of the Foundation that the Fund shall not be treated as a "donor advised fund," as defined in Section 4966(d) of the Internal Revenue Code of 1986, as amended (the "Code"). The Fund is not an endowment and the Fund may make distributions out of both principal and income.
2. **Purpose.** The Fund's general purpose is to promote and further the Foundation's charitable and educational purposes as set forth in the Foundation's Articles of Incorporation and Bylaws.
3. **Contributions to the Fund.** Any donor or entity may transfer to the Fund at any time, property acceptable to the Foundation, for such purposes. All contributions other than cash and marketable securities must be approved and acceptable to the Foundation.
4. **Investment of Fund Assets.** The Foundation shall hold, manage, invest and reinvest the assets of the Fund (including principal, interest, dividends, capital appreciation, and any undistributed income) as part of the Foundation's investment portfolio consistent with the Foundation's investment policy. The Foundation does not guarantee that the Fund will earn any particular rate of return. The Foundation shall not be liable for any diminution in the value of the Fund, including, but not limited to any losses that may result from the investment of the fund.

5. **Distributions.** All distributions from Fund assets will be made exclusively as stated in the Purpose section, in accordance with the provisions specified in the Articles of Incorporation and Bylaws creating the Foundation, all of which are incorporated herein by reference and conclusively assented to and adopted. Disbursement for the purpose of grants, loans, compensation or any benefit to Donors, their advisors, or any related party is prohibited. Distributions may include the principal and income, including interest, dividends and any capital gains.

6. **Fees.** In consideration of the administrative services provided to the Fund by the Foundation, the Fund shall be charged an administrative fee of \$400 annually, or 1.5% of the average daily balance of the fund, whichever is more. The administrative fees will be reduced or adjusted, should the Fund exceed \$1 million or other thresholds per the Fee and Fund Policy. Fees are calculated on the daily average fund balance for the most recent month and paid monthly by automatic deduction from the Fund balance.

7. **Component Fund.** The Fund shall be a component fund and part of the Foundation as defined in Treasury Regulations, and assets of the Fund will, at all times, be the property of the Foundation. Nothing in this Agreement shall affect the status of the Foundation as an Organization (i) described in section 501 (c)(3) of the Internal Revenue Code of 1986 ("Code") and (ii) which is not a private foundation within the meaning of section 509(a) of the Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and conform with the requirements of the foregoing provisions of the Federal tax laws and any regulations issued thereunder.

8. **Variance Power.** The Board shall have the variance power as set forth in tax regulations, 1.170A-9(e)(11)(V)(B), (C), and (D). 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.

9. **Public Foundation Condition.** All transfers of property under this Agreement are subject to the condition that the Foundation, as of the date of transfer, remains 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.

10. **IRS Compliance.** This Fund and this Agreement shall comply with and be restricted by the Code and Treasury Regulations applicable to the Fund. This Agreement may be amended to comply with the provisions of the Code.

11. **Choice of Law:** The Fund shall be administered in and under the laws of the State of Nevada, and this Agreement and the validity thereof shall be governed by and construed in accordance with the laws of the State of Nevada.

12. **Miscellaneous.** This Agreement, together with Exhibit A attached hereto, constitute the entire understanding and agreement concerning the subject matter hereof and supersede all prior and contemporaneous agreements, correspondence, representations, or understandings relating to the subject matter hereof, whether written or oral. The provisions of this Agreement are severable. The invalidity of any one provision shall not affect the validity of other provisions of this Agreement. The waiver by a party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Headings and captions herein have been provided solely for convenience of reference and shall in no way be construed to define, limit, or describe the scope or substance of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same agreement.

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

COMMUNITY FOUNDATION OF WESTERN NEVADA,
A Nevada Nonprofit Corporation

By: _____

Chris Askin
President & CEO