



\_\_\_\_\_ **Fund**

**Of the Findlay-Hancock County Community Foundation**  
**INSTRUMENT OF TRANSFER FOR**  
**DONOR ADVISED FUND**

THIS INSTRUMENT of \_\_\_\_\_, 20\_\_\_, is to evidence the transfer and charitable contribution of certain property to The Findlay-Hancock County Community Foundation, an Ohio public benefit corporation referred to as *the Foundation*, and the terms, conditions, and purposes of the transfer.

**1. Contribution.** The undersigned Donor(s), \_\_\_\_\_ (and \_\_\_\_\_), has (have) irrevocably assigned and conveyed the property described in the attached Schedule A to the Foundation for its public charitable and educational purposes and administration in accordance with and subject to its Articles of Incorporation, Code of Regulations, and policies from time to time in effect, including its variance power.

**2. Named Fund.** The Schedule A property, all additions made as below provided, and all increments, proceeds, investments, and reinvestments of the same shall comprise a separate donor advised Fund of the Foundation with the name above indicated. The assets of the Fund will be assets of the Foundation and not a separate trust. Any individual or organization may add to the Fund by referring to it expressly in any assignment, conveyance, will, trust instrument, or other instrument of transfer covering the addition, or by oral direction.

**3. Distributions; Advisors and Recommendations.** Distributions and expenditures may be made in accordance with the spending and other policies of the Foundation in effect from time to time, and on such other terms and conditions as in the judgment of its Board of Directors shall be appropriate from time to time. The individual(s) designated on

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Schedule B, as amended from time to time in writing signed by the Donor(s) and delivered to the Foundation, shall act as Advisor(s) for the Fund and shall consult with Foundation staff and make recommendations concerning the amounts, timing, and purposes of grants from the Fund, subject to the foregoing described spending and other policies, terms, and conditions. The recommendations by the Advisor(s) shall be in writing, signed by the Advisor(s), and delivered to the Foundation. The Foundation shall have no duty to inquire whether the recommendation(s) have been authorized by any other Advisor(s). The Foundation will give careful and thoughtful attention to the recommendations of the Advisor(s), but the Donor(s) acknowledge(s) that the recommendations will be advisory only and not binding on the Foundation.

The Donors will appoint upon their or at any time of their choice, a lead successor from among their children who may make recommendations for grants from the Fund. The Donor's children will appoint upon their deaths or at any time of their choice, a lead successor from among their children who may make recommendations for grants from the Fund. Each succeeding family generation will appoint upon their deaths or at any time of their choice, a lead successor from among their children who may make recommendations for grants from the Fund. All lead successors must be a lineal descendant of the original donor.

The Foundation may make grants from the Fund as if there were no provision for Advisors: (i) if and so long as the Advisor(s) from time to time serving fail(s) to make recommendations in a timely manner under the policies, terms, and conditions of the Foundation; (ii) while no Advisor is serving; and (iii) after all designated Advisors have resigned or otherwise ceased to serve. In these circumstances, Donor(s) request(s) that grants attributable to the Fund be made for the following purposes of the Foundation: \_\_\_\_\_  
\_\_\_\_\_.

**4. Acknowledgement.** The Donor(s) request that distributions attributable to the Fund be made in the Fund's name. The Foundation may include the name of the Fund and the name of the Donor(s) in its annual report.

**Termination.** The Foundation shall have the option to terminate the Fund if after the death of the Donors:

- A. no recommendations are received from the Donor's chosen lead successor(s) or any subsequent lead successor(s) for a period exceeding two years; or
- B. funding recommendations as received by the Donors' lead successor(s) do not include organizations within the Hancock County area for a period exceeding two years; or
- C. the annual asset value in each of two consecutive calendar years is less than Ten Thousand Dollars (\$10,000); or
- D. the Donors' family, as represented by the lead successor(s), have expressed to the Foundation that they no longer have an interest in making recommendations to the Fund; then,

the Fund's proceeds shall be administered by the Foundation, based on the Foundation's current spending policy and the principal and undistributed income of the Fund shall be distributed from the Fund to The Findlay-Hancock County Community Foundation and shall become part of The Findlay-Hancock County Community Foundation's general endowment, subject to its unrestricted use or distribution thereafter. It shall be known as the \_\_\_\_\_ Fund of The Findlay-Hancock County Community Foundation, an unrestricted fund of The Findlay-Hancock County Community Foundation.

**5. Management.** The Foundation shall have exclusive control over the investment, reinvestment, and management of assets comprising the Fund. Donor(s) acknowledge(s) that any preference expressed is advisory only and that the Foundation may change, add, or dismiss investment options and investment managers from time to time.

**6. No Private Benefit.** Donor(s) understand(s) that no distributions from the Fund will be used to discharge or satisfy a legally enforceable pledge or obligation of any person.

**7. Fee.** The Foundation shall be entitled to an annual fee for the administration of the Fund in accordance with the Foundation's fee policy in effect from time to time.

*Executed by the Donor(s) and the Foundation and effective as of the date above indicated. The Foundation acknowledges receipt of the Schedule A property.*

**DONOR(S)**

**THE FINDLAY-HANCOCK COUNTY  
COMMUNITY FOUNDATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ***SCHEDULE A***

The following described property has been transferred to The Findlay-Hancock County Community Foundation under the foregoing Instrument of Transfer:

**SCHEDULE B(1)**

**Designations of Advisors for the Fund.** During their (his) (her) lifetime, the Donor(s) shall be the Advisor(s) for the Fund.

In addition, the following individual(s) shall be (an) Advisor(s) for the Fund:

1<sup>st</sup> Generation following original Donor, appointed directly by donor:

**Lead Successor Advisor\***

Name		
Mailing Address		
City	State	Zip
Home Phone Number		
Other Phone Number		
Relationship to Donor(s)		

**Other Successor Advisor**

Name		
Mailing Address		
City	State	Zip
Home Phone Number		
Other Phone Number		
Relationship to Donor(s)		

**Other Successor Advisor\***

Name		
Mailing Address		
City	State	Zip
Home Phone Number		
Other Phone Number		
Relationship to Donor(s)		

**Other Successor Advisor**

Name		
Mailing Address		
City	State	Zip
Home Phone Number		
Other Phone Number		
Relationship to Donor(s)		

\* Only the Lead Successor Advisor may make grant recommendations from the fund.

**DONOR 1**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

