

THE ADIRONDACK TRUST COMPANY COMMUNITY FUND
Donor Advised Fund Agreement

1. DONOR INFORMATION

Donor(s) may be an individual, business entity, trust or corporate entity. If a fund will be established jointly among one or more individuals, please provide full names for all donors.

Name(s) _____

Mailing Address: Home Work

Home Phone _____

Business Phone _____

E-mail _____

Donor prefers to be contacted via: E-mail Home phone Business phone Mail

With this agreement, Donor(s) delivers to The Adirondack Trust Company Community Fund (the "Community Fund") the property listed on the attached Schedule A. This property constitutes an irrevocable gift to the Community Fund upon the Trustee's acceptance of the gift and the following terms and conditions:

1. **Establishment of Fund.** A fund shall be established on the books of the Community Fund identified as the "_____ " Fund and shall be used to support activities consistent with the Community Fund's charitable purposes (as amended from time to time). More specifically, it is the Donor's desire to establish the Fund as a **Donor Advised Fund** from which the Donor/Fund Advisors recommend grants to organizations that are described under Internal Revenue Code ("Code") Section 501(c)(3); provided, however, that no grants may be made to Type III supporting organizations, as defined in Code Section 509(a)(3), that are not functionally integrated with its supported organization. The Fund Advisors are the individuals authorized to recommend grants. Once designated, a Fund Advisor's status can only be revoked in writing by the original donor(s). Original Donors are included automatically as Fund Advisors. List any *additional* advisors below:

Name _____

Mailing Address _____

This address is: Home Work

Telephone _____ Home Work

E-mail _____

Relationship _____

Send semi-annual statements and grant summaries

Name _____

Mailing Address _____

This address is: Home Work

Telephone _____ Home Work

E-mail _____

Relationship _____

Send semi-annual statements and grant summaries

****Any additional advisors should be provided on a separate piece of paper.**

2. **Ownership of the Fund.** The Fund shall include the property delivered with this letter, any other property which later may be transferred to the Community Fund by the donor(s) or any other source for inclusion in the Fund and accepted by the Community Fund for inclusion in the Fund, and all undistributed income from all such property. The Fund shall be the property of the Community Fund and shall not be deemed a separate trust fund held by the Community Fund. The Community Fund shall be the owner of all assets of the Fund and shall administer the Fund in a manner consistent with the Community Fund's exempt purposes, and shall have full authority with respect to the investment of assets and properties comprising the Fund. The assets of the Fund may be co-mingled and co-invested with the Community Fund's other assets and properties.

3. **Fund Distributions.** Distributions from the Fund of the income or principal or both shall be made at such times, in such amounts, in such ways, and for such purposes as the Community Fund shall determine. The Fund Advisors may submit, from time to time, to the Community Fund recommendations with respect to distributions, which recommendations shall be solely advisory, and the Community Fund shall not be bound by such recommendations. It is understood that no distribution from the Fund shall:

- a. be used to discharge or satisfy a pre-existing, legally enforceable pledge or obligation of any person, including the Donor(s);
- b. result in the Donor(s) or any other individual receiving more than an incidental benefit or privilege in return for such distribution;
- c. be used to carry on propaganda, or attempt to influence legislation or the outcome of any public election, to carry on, whether directly or indirectly, any voter registration drive, or to undertake any activities for a purpose other than described in the distribution request;
- d. be made to foreign charities, except those which have an IRS determination letter; or
- e. be made to private non-operating foundations.

All requests for distributions to supporting organizations, as defined in Code Section 509(a)(3), must include (a) a statement that the supporting organization is not controlled, directly or indirectly, by any Fund Advisor or family member of such individuals (as defined in Code Section 4958); and (b) information regarding what Type of supporting organization the organization is.

4. **Mandatory and Minimum Distribution Requirements.** If no recommendations are received from a Fund Advisor during any calendar year, then a mandatory grant will be made to the Community Fund's unrestricted fund equal to an amount calculated under the Community Fund's minimum distribution requirement. *(This requirement is waived for the initial five years of operation of the Community Fund – ending 11/13/13 – or until such time as the Community Fund reaches a market value of \$1,000,000).*

5. **Fund Operations.** The Fund shall be administered (a) under the Donor Advised Fund Procedures approved by the Community Fund, including any amendments, which is incorporated by reference into this Agreement; and (b) in compliance with Code Sections 4966 and 4967, as may be amended, that apply to donor advised funds. It is understood that the Fund will be charged quarterly for expenses attributable to its creation and maintenance, according to a schedule of fees set forth in the Community Fund's Donor Advised Fund Procedures. The Community Fund reserves the right to change these fees from time to time in the sole discretion of the Community Fund. Notwithstanding the above, no fees shall be charged in the calendar year in which the Fund is established.

6. **Component Part.** It is intended that the Fund shall be a component part of the Community Fund and not a separate trust, and that nothing in this Agreement shall affect the status of the Community Fund as an organization described in Code Section 501(c)(3) and as an organization which is not a private foundation within the meaning of Code Section 509(a). This Agreement shall be interpreted to conform to the regulations issued pursuant thereto.

7. **Miscellaneous.**

(a) The Community Fund is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the purposes of this Fund.

(b) References herein to provisions of the Code shall be deemed references to the corresponding provisions of any future Internal Revenue Code.

(c) This Agreement and the Community Fund's Donor Advised Fund Procedures, as may be amended, constitute the entire understanding between the parties and supersedes all prior negotiations, discussions, and understandings between them.

(d) The parties may modify this Agreement only in a writing signed by both parties. Either party may waive an obligation under this Agreement, but only in writing and for the specific instance for which such waiver was given. Either party's failure or delay will not operate as a waiver, nor will any single or partial exercise of any right under this Agreement preclude any other further exercise of that right or of any other right.

(e) If any Agreement provision is held by a court of competent jurisdiction to be unenforceable, then a court may rewrite that provision with the least modification necessary to render the provision valid, and the remaining Agreement provisions will remain in full force and effect.

(f) This Agreement will be governed by the laws of the State of New York without reference to principles governing choice or conflict of laws. Venue for any disputes arising out of or in connection with this Agreement shall be sited in the state courts of Saratoga County, New York.

Donor(s) acknowledge(s) that I/we have read and agree to the Community Fund's Donor Advised Fund Procedures, and transfer, as an irrevocable gift, the property described in Schedule A. I/We understand that all contributions to the Community Fund are subject to the Community Fund's control and ownership.

Donor(s):

Date: _____

Name of Individual Donor

Date: _____

Name of Individual Donor

Date: _____

Name of Company Donor

By: _____

Name:

Title:

Trustee:

Date: _____

THE ADIRONDACK TRUST COMPANY

By: _____

Name:

Title: