



Donor-Advised Fund Application and Agreement

Donor Advised Funds Agreement (this "Agreement") is made between _____ (the "Donor") and the Kirkland Parks & Community Foundation (the "Foundation"), a publicly supported charitable organization registered in the state of Washington that is tax-exempt under section 501(c)(3) of the Internal Revenue Code (tax number 46-4931717).

1. FUND TYPE

Donor-Advised Fund

2. FUND NAME

Grants made from a fund at the Foundation are accompanied by a letter identifying the name of the fund and the name of the donor(s) recommending the grant, unless anonymity is requested. In accordance with the Foundation's Gift Acceptance Policy, the Foundation's President, Treasurer, Executive Director and key staff have access to the identity of all anonymous donors; this is for legal protection of the Foundation.

Name of fund: _____ ("the Fund")
 Is donor name anonymity requested? Yes No Is fund name anonymity requested? Yes No

3. DONOR INFORMATION

Funds may be established by one or more individual donors, trusts, private foundations, corporate or nonprofit organization donors. Please list donor information below and indicate the primary donor contact. For entity donors, please indicate corporate or organizational representatives, as the case may be, for this fund. Please attach additional sheets if necessary.

Donor One

First	Last
Street	
City	State ZIP
Phone	
Email	
Date of birth	
Primary contact? <input type="radio"/> Yes <input type="radio"/> No	
I would prefer being contacted via: <input type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Text	
Are you working with a professional advisor? <input type="checkbox"/> Attorney <input type="checkbox"/> CPA <input type="checkbox"/> Financial Planner <input type="checkbox"/> Other <input type="checkbox"/> No	
Professional advisor name	
Company	
Mailing address	
City	State ZIP
Phone	
Email	

Donor Two

First	Last
Street	
City	State ZIP
Phone	
Email	
Date of birth	
Primary contact? <input type="radio"/> Yes <input type="radio"/> No	
I would prefer being contacted via: <input type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Text	
Are you working with a professional advisor? <input type="checkbox"/> Attorney <input type="checkbox"/> CPA <input type="checkbox"/> Financial Planner <input type="checkbox"/> Other <input type="checkbox"/> No	
Professional advisor name	
Company	
Mailing address	
City	State ZIP
Phone	
Email	

4. DESCRIPTION OF GIFT TO THE KIRKLAND PARKS & COMMUNITY FOUNDATION

The donor(s) hereby assigns, conveys, transfers and delivers to the Foundation the following described property:

Cash in the amount of \$ _____

*For a gift of publicly traded securities, please provide the information requested below, attaching additional sheets if necessary. For all gifts other than cash and publicly traded securities, please contact the Foundation for transfer procedures. Gifts of property other than publicly traded securities may require an appraisal be obtained and submitted to the IRS in order for you gift to be tax-deductible. It is the donor's obligation to obtain the appraisal.

Stock symbol		Stock symbol	
Number of shares		Number of shares	
Appx. Value (\$)		Appx. Value (\$)	
Investment firm name		Investment firm name	
Broker's name		Broker's name	
Broker's phone		Broker's phone	
Broker's email		Broker's email	

5. GIFT SOURCE STATEMENT

I/we verify that gift assets are from legal sources.

6. GRANTMAKING

6.1. Donor Advisor's Grantmaking Area(s) of Interest (for the Foundation's use only):

<input type="checkbox"/> Arts & Culture	<input type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Human Potential	<input type="checkbox"/> Community
<input type="checkbox"/> Education	<input type="checkbox"/> Economic Vitality
<input type="checkbox"/> Heritage	<input type="checkbox"/> All Areas
<input type="checkbox"/> Environment	<input type="checkbox"/> Other:

6.2. Donor Advisor's interest in the Foundations annual Grant Program (Foundation's use only):

I/we would like to participate in the Community Grant Programs; please contact me annually.

7. DONOR ADVISED FUNDS - FUND ADVISORS

Donors establishing an advised fund may designate individuals who will serve as advisors to the fund and who may make recommendations to the Foundation regarding grant distributions from the fund. Donors may designate themselves as advisors or may designate others in addition to or instead of themselves as advisors.

Once designated, an advisor's status can only be revoked in writing by the donor(s) establishing the fund. All named advisors have equal rights to recommend grant distributions from the fund. In all cases of two or more advisors, a fund chairperson must be identified. Please note that unless otherwise stated in the comments area, all advisors will have online access to status reports, grant approval reports and standard mailings from the Foundation. Please indicate below, the advisors to the fund and identify a Primary Advisor. For corporate and nonprofit organization donors, please indicate the individuals who will serve as advisors to the fund on behalf of the corporation or nonprofit organization, as the case may be, and identify one Primary Advisor. Please attach additional sheets, as necessary.

Advisor 1

If advisor 1 is the same as Donor 1, check here and skip to Primary Advisor box below

First	Last
Street	
City	State ZIP
Phone	
Email	
Relationship to Donor(s)	
Comments	
Primary Advisor (select one person only): <input type="checkbox"/> This advisor will serve as Primary Advisor for this fund.	

Advisor 2

If advisor 2 is the same as Donor 2, check here and skip to Primary Advisor box below

First	Last
Street	
City	State ZIP
Phone	
Email	
Relationship to Donor(s)	
Comments	
Primary Advisor (select one person only): <input type="checkbox"/> This advisor will serve as Primary Advisor for this fund.	

8. SUCCESSION

8.1 Succession Plan

Individual donors establishing a Donor Advised Fund may choose to create a succession plan for their fund. In the event that the initial donor(s) to this fund dies, resigns, or is otherwise unable to act in this capacity, please:

- Transfer balance of fund to Foundation to support community needs. List specific interests:

- Transfer balance of fund to an Area of Impact Fund (specify): _____
- Transfer balance of fund to create Endowed Community Fund of the same name at the Foundation. (\$100,000 minimum)
- Transfer fund to a designated fund to support the following charities:

NOTE: If any of the above boxes are checked, skip 8.2 Successor Advisor section below.

- Donor Advised Funds - I wish to name successors to my fund below.

8.2. Donor Advised Funds - Successor Advisors

Fund advisors can elect individuals as successor advisors to the Fund in the event of death, resignation, or loss of capacity. This can be changed by an advisor at any time in writing to the Foundation. Please indicate successor advisors below and identify a Primary Advisor. Please attach additional sheets, as necessary. Founders of advised funds may name two (2) generations of successors; see Donor Advised Funds Terms and Conditions.

Successor Advisor 1

First	Last
Street	
City	State ZIP
Phone	
Email	
Relationship to Donor(s)	
Primary Advisor (select one person only): <input type="checkbox"/> This advisor will serve as Primary Advisor for this fund.	

Successor Advisor 2

First	Last
Street	
City	State ZIP
Phone	
Email	
Relationship to Donor(s)	
Primary Advisor (select one person only): <input type="checkbox"/> This advisor will serve as Primary Advisor for this fund.	

9. GRANTS & VARIANCE POWER

All funds and all distributions from funds established at the Foundation are subject to the Foundation’s variance power and its spending policy; see attached *Donor Advised Fund Terms and Conditions* documents for more specific details.

10. OWNERSHIP OF ASSETS

The Fund is the property of the Foundation. The Fund will include the initial contribution and any property subsequently delivered to the Foundation specifically designated for the Fund and accepted by the Foundation. The Foundation has sole and final authority and discretion as to the investment and reinvestment of the Fund assets as part of the Foundation’s investment portfolio and may commingle the Fund with other Foundation funds. The separate identity of the Fund will be maintained and distributions from the Fund will be clearly identified as such and made in accordance with this Agreement.

11. AUTHORITY TO MODIFY AGREEMENT

The Foundation will hold the Fund subject to its Articles of Incorporation and Bylaws, as amended and restated from time to time, including the power of the Foundation’s Board of Trustees to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of the Foundation’s Board of Trustees (without the approval of any third party, trustee, custodian or agent) such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

12. FEES

The Foundation will charge administrative and management fees on the Fund in accordance with its current Supporting Fee Schedule as approved by the Board of Trustees.

13. INACTIVE FUNDS

When the Fund is inactive for a period of twenty-four (24) months, the Foundation will encourage the Donor to recommend grants. If these efforts are unsuccessful, the Foundation may transfer the Fund balance to its unrestricted Foundation Fund and terminate the Fund. See “Termination of Fund” below.

14. MINIMUM FUND BALANCE

The Donor agrees to maintain a minimum asset balance in the Fund, see the Supporting Fee Schedule. If the Fund does not maintain a minimum balance for more than one quarter, the Foundation will contact the Donor to obtain additional contributions to raise the asset value above the minimum. If the Fund does not achieve and maintain a balance in the third consecutive quarter, the Foundation may transfer the Fund balance to its unrestricted Foundation Fund and terminate the Fund. See “Termination of Fund” below.

15. TERMINATION OF FUND

See also "Inactive Funds" and "Minimum Fund Balance" provisions above. If the Foundation is unable to generate grant recommendations and/or obtain additional contributions from the Donor when the Fund is inactive and/or the Fund drops below the minimum balance for three (3) consecutive quarters, the Foundation may transfer the Fund balance to its unrestricted Foundation Fund and will terminate the Fund. The Foundation will send the donor a 90-day notice of termination of the Fund.

16. INTERPRETATION

This Agreement and the validity and interpretation of this Agreement will be governed by internal laws of the state of Washington, without reference to its choice of law rules. Heading and titles are solely for convenience and may not be used to interpret this Agreement.

17. COMPLETE AGREEMENT

This Agreement, Donor Advised Terms and Conditions (attached hereto and incorporated herein by this reference), represents the entire agreement between the parties. The Agreement may not be modified, except in writing and signed by all parties.

By signing below the Donor(s) acknowledge that s/he has read this Agreement and the Foundation's Donor Advised Funds Terms and Conditions and agree to the foregoing provisions and the terms and conditions set forth therein. The Donor(s) understand that any contribution, once accepted by the Foundation, represents an irrevocable contribution to the Foundation and is not refundable to The Donor. The Donor(s) hereby certify that, to the best of her/his knowledge, all information presented on this form is accurate and truthful and that s/he will notify the Foundation promptly of any changes to the information contained herein.

Donor 1 signature Date

Donor 2 signature Date

KPCF Date

Please send completed forms to:

Kirkland Parks & Community Foundation
603 4th Ave, Suite 500
Kirkland WA 98033
hello@kpcf.org

For Foundation use only	Fund accepted on (date):	Fund processed by staff on (date):
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