

(Choose one)

Establish a New Fund

Update Fund Information (see Special Instructions)

Name of Fund

PRIMARY CONTACT INFORMATION

* Role:

- Founding Donor / Primary Fund Advisor:** Individual has full advisory privileges over a fund, including grant recommendations and naming of successor advisors.
- Check if Founding Donor is not Primary Fund Advisor:

ADDITIONAL CONTACT INFORMATION

Role:

- Fund Advisor:** Individual has full advisory privileges over a fund, including grant recommendations and naming of successor advisors.
- Secondary Advisor:** Individual has full advisory privileges over grant recommendations.
- Fund Representative:** Individual has access to fund information but no advisory privileges.

* FIRST NAME

* LAST NAME

TITLE

* MR MS MRS DR | * MALE FEMALE

MAILING ADDRESS

HOME BUSINESS

CITY

STATE

ZIP

BUSINESS PHONE

HOME PHONE

MOBILE PHONE

*EMAIL ADDRESS

COMPANY NAME

POSITION

DATE OF BIRTH

* = required

* FIRST NAME

* LAST NAME

TITLE

* MR MS MRS DR | * MALE FEMALE

MAILING ADDRESS

HOME BUSINESS

CITY

STATE

ZIP

BUSINESS PHONE

HOME PHONE

MOBILE PHONE

*EMAIL ADDRESS

COMPANY NAME

POSITION

DATE OF BIRTH

RELATIONSHIP TO PRIMARY FUND ADVISOR

Donor Advised Fund Agreement

DONOR ADVISED FUND SUCCESSOR ELECTION

Fund Advisors may create a succession plan for the fund by appointing a maximum of two successor advisors. Successor advisors assume the privilege to advise a fund only after all of the initial fund advisors are unwilling or unable to exercise their privilege to do so. Please refer to the Fund Terms and Conditions for additional information about eligibility requirements.

* Choose one:

I do not wish to name successor advisor(s) at this time.

I wish to name the following individual(s) as successor advisors.

* FIRST NAME

* LAST NAME

TITLE

* MR MS MRS DR | * MALE FEMALE

MAILING ADDRESS

HOME BUSINESS

CITY

STATE

ZIP

HOME PHONE

MOBILE PHONE

EMAIL ADDRESS

DATE OF BIRTH

RELATIONSHIP TO PRIMARY FUND ADVISOR

* FIRST NAME

* LAST NAME

TITLE

* MR MS MRS DR | * MALE FEMALE

MAILING ADDRESS

HOME BUSINESS

CITY

STATE

ZIP

HOME PHONE

MOBILE PHONE

EMAIL ADDRESS

DATE OF BIRTH

RELATIONSHIP TO PRIMARY FUND ADVISOR

REFERRAL INFORMATION

REFERRED TO CFTB BY

RELATIONSHIP

This is my professional advisor. I would like him/her to be a fund representative.

This is my investment manager. I would like him/her to manage my fund. (minimum \$500,000)

COMPANY/TITLE

MAILING ADDRESS

CITY

STATE

ZIP

PHONE

*EMAIL

Donor Advised Fund Agreement

FUND CREATION

Initial gift to establish a fund: \$ _____

Type of Gift:

- Cash or Check (check made payable to Community Foundation of Tampa Bay)
- Publicly Traded Securities[±]
- Privately Held Securities[±]
- Restricted Securities[±]
- Wire / ACH Transfer[±]
- Other[±]

PLEASE DESCRIBE THE GIFT (INTERFUND TRANSFER, CREDIT CARD, PERSONAL PROPERTY, REAL ESTATE, TESTAMENTARY):

[±]Additional information will be required. Please contact the Philanthropy Department at 813.609.4857

Would you like to support the Community Impact Fund?

The Community Impact Fund is a permanent charitable resource that grows through your support and provides invaluable funding to local nonprofit organizations. When you give to the Impact Fund, you are helping to meet the needs of our regional community today and for years to come.

- I would like to make an additional gift to the Community Impact Fund: \$ _____

PLANNED GIFTS

- I have remembered CFTB in my estate plan.
- I would like more information on how to include CFTB in my estate plan.

RECOGNITION AND THANKS

Each grant made from an advised fund is mailed with a custom grant award letter.

- Please make all grants from the fund anonymous.
(Note: Recognition can be customized on a grant-by-grant basis.)
- Please do not list my name in any CFTB publications.

An organization that has received grants from the fund may wish to send information to you directly. Please indicate your contact preference for the custom grant letter.

Choose one:

- Provide my home address.
- Provide my business address.
- Provide my email address.
- Do not provide my contact information.

Donor Advised Fund Agreement

ACKNOWLEDGEMENT AND SIGNATURES

I acknowledge that I have read the Community Foundation of Tampa Bay's Support Fees and Minimums and Fund Terms and Conditions, which are part of this agreement, and agree to the fees, terms and conditions described therein. I understand any contribution, once accepted by CFTB's Board of Trustees, represents an irrevocable gift to CFTB.

I hereby certify, to the best of my knowledge, that all information presented in connection with this form is accurate, and I will notify CFTB promptly of any changes.

* FOUNDING DONOR / PRIMARY FUND REPRESENTATIVE SIGNATURE

* FOUNDING DONOR / PRIMARY FUND REPRESENTATIVE SIGNATURE

* PRINT NAME

* PRINT NAME

* DATE

* DATE

CFTB AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE

Print and sign TWO copies.
Return originals to:
Community Foundation of Tampa Bay
Attn: Philanthropy Department
4300 W. Cypress St., Ste 700
Tampa, FL 33607-4157

SPECIAL INSTRUCTIONS

FUND TERMS AND CONDITIONS

TAX STATUS OF CONTRIBUTION

Funds established at Community Foundation of Tampa Bay (“CFTB”) are component funds of CFTB, a Section 501(c)(3) public benefit corporation. Certain contributions other than cash or marketable securities must first be approved by CFTB. All contributions to CFTB are treated as gifts to a public charity and are generally tax-deductible, subject to individual limitations. CFTB does not provide tax or legal advice; we recommend consulting a professional advisor with questions about a gift to CFTB.

VARIANCE POWER

As required by law, all assets contributed to funds become irrevocable gifts to CFTB, and legal control and responsibility for the funds rest with CFTB. All funds established at CFTB are subject to CFTB’s variance power; subject to individual limitations, as set forth in CFTB’s bylaws. Variance power gives CFTB the authority 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 CFTB’s Board of Trustees, such restriction or condition becomes unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community served.

INVESTMENT OF ASSETS

In making a gift to CFTB, donors give up all right, title and interest to the assets contributed. The Board of Trustees and investment committee of CFTB have the right to make any or all investment decisions regarding gifts received. All assets contributed to funds will be managed in CFTB’s investment pool, subject to certain approved exceptions. All income and capital gains or losses will be allocated to the fund on a monthly basis and reported on a quarterly basis. Subject to CFTB’s policy regarding non-pooled accounts, a donor may recommend an outside investment advisor for funds carrying a significant balance.

FEES AND MINIMUMS

There is no set-up fee to open a fund at CFTB; however, specific initial gift minimums must be met. Initial gift minimums vary by fund type. Funds are subject to administrative and investment fees. A list of current fees and initial gift minimums is available upon request. CFTB reserves the right to change its fee or minimum policies at any time.

ROLE OF ADVISORS

Donors establishing a fund may designate any person over 18 years of age to be an advisor on the fund. A fund can have more than one fund advisor but preferably no more than two. If a fund is advised jointly, upon the death of one fund advisor, the remaining fund advisor retains the privileges associated with the fund.

SUCCESSOR ADVISORS

The donor or any fund advisor may designate a successor advisor to a donor advised fund. Successor advisors are extended duties and privileges as either a fund advisor or secondary advisor. The successor advisor(s) must be within one generation of the donor. (Family Foundations do not have this limitation).

Successor advisors may assume the privilege to advise the fund only after the deaths or resignations of all initial fund advisors named on the fund. The successor advisor(s) may be required to provide written notification and sufficient proof of the donor’s or fund advisor’s death prior to assuming the privileges and duties of a fund advisor. If the successor advisor is a minor, CFTB’s Board of Trustees reserves the right to require that grant recommendations be made by the minor’s legal guardian. All requests to modify or appoint additional advisors and successor advisors to a fund must be communicated to CFTB in writing. In addition, a written acknowledgement must be received from CFTB confirming that the request has been granted.

LACK OF ADVISORS

When no advisors are willing or able to make grant recommendations, unless stated otherwise in special instructions, any balance remaining in the fund will support CFTB’s Community Impact Fund.

The following Fund Advisory Privileges and Fund Relationship Definitions further explain the role of advisors and other interested parties to funds at CFTB. These terms correlate to the fund's contacts and advisors.

FUND RELATIONSHIP AND FUND ADVISORY PRIVILEGES DEFINITIONS

Primary Contact: One person per fund who should be contacted first for anything concerning the fund. This individual may or may not have fund advisory privileges.

Fund Advisor: Individual has full advisory privileges over a fund, including grant recommendations, naming the fund and appointment of other fund advisors and successor advisors. (This is the highest level of authority.)

Secondary Advisor: Individual also has full advisory privileges over grant recommendations but has no other fund administration advisory privileges. (This is an intermediate level of authority.)

Fund Representative: Individual has access to fund information but no fund advisory privileges. (This is the lowest level of authority.)

Successor Advisor: The second generation fund advisor; he or she has no advisory privileges until the cessation to act of all initial fund advisors.

FUND INACTIVITY

Inactivity is when no grant recommendations or gifts are received for a period of three consecutive years and the fund advisor(s) cannot be contacted. CFTB's staff will attempt to contact the fund advisor(s) at least three times via certified mail and allow 90 days for a response. If CFTB does not receive a response, the fund in its entirety will be transferred to the Community Impact Fund.

FUND CLOSURE

A fund advisor may recommend closing a donor advised fund by granting up to 100% of the fund balance to a qualified charitable organization, including any of CFTB's funds (e.g., field of interest funds, endowment funds, operating fund). Such recommendations must be received in writing, and, if approved, funds will be disbursed in accordance with CFTB's current grantmaking policies and applicable laws and regulations. Closing a fund by recommending a grant to another qualified charitable organization which is approved will occur as follows: 80% of the current balance will be granted within 10 business days of the request date, barring any issues with the organization's status as a qualified public charity or equivalent. The remaining balance of the fund, including any residual net earnings, will be granted within the following 45 days.

GRANT DISBURSEMENT

Grants must be for charitable purposes, and those grants may be recommended to any 501(c)(3) organization or verified charitable entity (e.g. schools, religious institutions) located in the United States or any nongovernmental organization outside of the United States having a verifiable charitable purpose. Grants must be for a minimum of \$250 USD. Grant checks sent to organizations are accompanied by a CFTB letter specifying the name of the fund and the fund advisor's name(s), unless requested otherwise by the donor or fund advisor and as approved by CFTB. Approved grants are typically sent within 10 business days of the recommendation being received or the fund advisor will be notified as to the reason for a delay. However, any fund submitting 20 or more grant recommendations at one time should allow up to 15 business days for processing. Grants are issued on checks with the name and logo of CFTB. CFTB shall assume responsibility for check writing, bookkeeping, investment management, tax reporting, auditing and evaluation of projects, and for making available to the fund advisors and fund representatives reports of fund income, expenses and grantmaking, as appropriate.

RESTRICTIONS ON GRANTS

In compliance with the Internal Revenue Code, grants are not permitted to individuals; for non-charitable purposes; for political contributions or to support political campaign activities; or for any purpose that would provide benefits, goods or services to a donor to the fund, the fund's advisor(s) or other related parties. A fund advisor is subject to IRS penalties if the fund's donor(s), advisor(s) or other related parties receive benefits, goods or services in connection with a grant recommendation. This includes grants to satisfy pledges made by any person, including a fund advisor, and non-deductible (or partially tax-deductible) memberships, event tickets, sponsorships, registration fees in tournaments and cause-related marketing activities. Grants are generally not allowed to private non-operating foundations, unless certain exceptions are met. Please contact CFTB if you have questions about the exclusion of benefits from grant recommendations and/or multiple-year payments.

CONFLICT OF TERMS

In the event of an inconsistency between these terms and conditions and any terms and conditions appearing elsewhere in connection with any fund, with the exception of terms specified in the section titled SPECIAL INSTRUCTIONS, these terms and conditions, as interpreted by CFTB, shall govern, and CFTB reserves the right to take any actions at any time which, in its discretion, it deems reasonably necessary or desirable for the proper administration of any fund at CFTB or to comply with applicable law.