



CREAM CITY FOUNDATION

Donor Advised Fund Agreement

Instructions

1. Information in **bold** indicates a required field. Return this completed, signed agreement to Cream City Foundation, 759 N. Milwaukee Street, Suite 522, Milwaukee, WI 53202.

2. Before you complete this agreement, please:
 - a. Read the Cream City Foundation Program Guide.
 - b. Evaluate your philanthropic goals. You may wish to discuss with Cream City Foundation staff how the Cream City Foundation Donor Advised Fund Program can meet your charitable giving needs.
 - c. Select a name for your fund. You can name the fund after yourself (e.g., The Jane Smith Philanthropic Fund) or any other name that you choose. Some donors create names that are meaningful to them, and some donors in our program use the fund to ensure their contributions have an LGBT “stamp” on them (e.g., The Gay Values Fund). We are happy to have a strategic naming discussion with you if you are interested in thinking this decision through together. With each grant recommendation, you may elect to have the accompanying letter acknowledge a donor’s name, your personalized fund name (e.g., The Jones Family Fund), or indicate an anonymous donor.
 - d. Complete the Advisor Information below.
 - e. Contribute to your fund. You may wish to discuss with your financial advisor the best way for you to do this.

FUND NAME

Referred to as the “Fund” of the Cream City Foundation (the “Foundation”)

ADVISOR INFORMATION

Primary Advisor

First

Last

Address

Telephone

E-mail

Secondary Advisor

First

Last

Address

Telephone

E-mail



CREAM CITY FOUNDATION

DONOR ADVISED FUND AGREEMENT

1. **Intent** - This document outlines the terms and conditions established by the Cream City Foundation to establish the Fund as a Donor Advised Fund of the Foundation.
2. **Purpose** - All of the distributions from the Fund shall be made for such charitable purposes as the Foundation Board of Directors (the "Board") may determine and approve after taking into consideration any periodic recommendations made to the Foundation by the Primary and Secondary Advisors.
3. **Fund Structure** - The Fund will be maintained separate from other funds of the Foundation, but may be combined with other Donor Advised Funds held and invested by the Foundation. The Foundation will allocate all gains or losses on all Donor Advised Funds pro rata based on the percentage of the Fund to the entire Donor Advised Fund balance no less than semi-annually.
4. **Investment of Funds** - The Foundation shall invest the Fund balance in accordance with its normal investment guidelines or procedures.
5. **Fund Distributions** - Distributions from the Fund shall be made in amounts that are in accordance with the Foundation's distribution policy as in effect from time to time. The Foundation will not be bound by any advice from any Fund Advisor, but will consider Fund Advisor advice in making grants. All distributions from the Fund will be identified as coming from the Fund and from the Foundation.
6. **Fund Contributions and Publicity** - Any contributions and additions to the Fund will be recorded on the Foundation's accounts as contributions from the "[FUND NAME]," a fund of the Cream City Foundation. Any materials prepared to solicit contributions to the Fund must receive the prior approval of the Foundation.
7. **Fund Fees** - The fund is subject to investment and administrative fees. The Foundation Board monitors investment fees and works to keep costs as low as possible to maximize the charitable intent of our donors. The Foundation's annual administrative fees shall be the greater of \$250 or one percent (1%) of the Fund's fair market value as of January 1st of each year. Annual administration fees shall be collected by the Foundation each January. The annual administrative fee is for services that include investment and financial management services, contributions acknowledgement services, administrative and accounting services, financial reporting, grant distribution and monitoring services. Please note that the Foundation offers the Donor Advised Fund Program as a service to donors and the community, and that the above fees do not cover the full cost of the program. Therefore, the Foundation requests that Fund Advisors make a meaningful annual contribution to the Foundation for operating purposes.
8. **Financial Reports** - The Foundation shall send all tax deduction letters and financial reports related to the Fund to the Primary Advisor as indicated above.
9. **Fund Beneficiaries and Successors** - In the event of the death of all Fund Advisors, the Fund balance and distributions from the Fund shall be made for such charitable purposes as the Board, in its discretion, may determine.
10. **Governance** - All assets of the Fund shall be assets of the Foundation and not a separate trust. The Fund shall be held and administered subject to the provisions of the Foundation's Articles of Incorporation and By-Laws as presently in effect or as each may from time to time be amended, including the provisions which may permit the Board to amend, modify, or vary any of the purposes, directions, restrictions or conditions set forth herein.
11. **Acknowledgement of Terms** - In connection with the establishment of the Fund as a Donor Advised Fund, I hereby acknowledge and represent that:



CREAM CITY FOUNDATION

- a. The Foundation and its Board will not be bound by any advice from me/us or any other Fund Advisors.
- b. The Foundation will consider the advice of others in making grants and will conduct an independent investigation to evaluate whether recommendations of the Fund Advisors are consistent with charitable needs determined by the Foundation to be most deserving of support.
- c. I/We understand that any contributions to the Cream City Foundation are irrevocable.
- d. I/We certify that, to the best of my/our knowledge, all information enclosed is accurate and I/we will notify the Foundation in writing of any changes.
- e. This application will constitute our entire agreement concerning the Fund.

Primary Advisor Signature _____ Date _____

Secondary Advisor Signature _____ Date _____

Cream City Foundation, Inc. _____ Date _____

GIFT INFORMATION

The minimum initial contribution to the Fund is \$5,000.

CASH: Dollar Amount \$ _____

CHECK: Make payable to the Cream City Foundation and return with this application to:
759 N. Milwaukee Street, Suite 522, Milwaukee, WI 53202

TRANSFER SECURITIES: Robert W. Baird & Co.
 Contact: James Bors at 414.298.1724 or Nicole Eirich at 414.765.3638
 For credit to: Account No: 8384-8876
 DTC Participant #0547
 Account Name: Cream City Foundation, Inc.
 759 N. Milwaukee Street, Suite 522, Milwaukee, WI 53202

NAME OF SECURITY 1 _____

NUMBER OF SHARES _____ ESTIMATED DOLLAR VALUE \$ _____

TYPE OF SECURITY (COMMON STOCK, BOND, ETC.) _____ CUSIP OR SYMBOL _____

PHYSICAL CERTIFICATE (Y OR N) _____ FIRM _____

FUND NUMBER _____

NAME OF SECURITY 2 _____

NUMBER OF SHARES _____ ESTIMATED DOLLAR VALUE \$ _____

TYPE OF SECURITY (COMMON STOCK, BOND, ETC.) _____ CUSIP OR SYMBOL _____

PHYSICAL CERTIFICATE (Y OR N) _____ FIRM _____

FUND NUMBER _____

Attach additional sheets if needed for additional securities.