

(Name of Fund) \_\_\_\_\_

**AGREEMENT OF TRANSFER TO  
THE RICHLAND COUNTY FOUNDATION OF MANSFIELD, OHIO**

\_\_\_\_\_, (the “donor”) hereby gives to THE RICHLAND COUNTY FOUNDATION OF MANSFIELD, OHIO (the “Foundation”) \$ \_\_\_\_\_, subject to the directions set forth below.

The Donor desires to establish, in cooperation with the Foundation, an **Unrestricted Fund** to be known and identified by the Foundation as the \_\_\_\_\_ Fund. (Herein referred to as the “Fund”).

**Delivery of property to the Fund shall constitute an irrevocable gift to the Foundation upon acceptance by the Foundation subject to the following terms and conditions:**

1. (A) The Fund shall be established on the books and records of the Foundation and be known as the “\_\_\_\_\_” Fund and shall be available for grants to charitable organizations of Richland County which best provide opportunities to improve the quality of life in this community as determined by the Board of Trustees of the Richland County Foundation.
- (B) Both principal and net earnings from the Fund shall be available for grants in accordance with a Spending Policy approved by the Richland County Foundation Board of Trustees. For the purposes of this definition, net appreciation will be included as part of net earnings.

**OR**

(B) Only net earnings from the Fund shall be available for grants in accordance with a Spending Policy approved by the Richland County Foundation Board of Trustees. For the purposes of this definition, net appreciation will be included as part of net earnings.

2. The Fund shall include the property received from the Donor; additional property as may from time to time be transferred to the Foundation by the Donor for inclusion in the Fund; additional property as may from time to time be received by the Foundation from any other source and accepted by it for inclusion in the Fund; and, all income from the foregoing property.

3. Contributions to the Fund shall vest ownership in the Foundation upon receipt and acceptance by the Foundation. The Fund shall be the property of the Foundation and shall be held by it in its normal corporate capacity. The Fund shall not be deemed a trust fund and shall not be held by the Foundation in a trust capacity for the benefit of the Donor.

4. Each donor by making a contribution to the Foundation for inclusion in the Fund accepts and agrees to all of the terms of the Articles of Incorporation and the Code of Regulations of the Foundation together with the Resolutions and Policies of the Foundation and that the Fund shall be subject to the provisions for the presumption of a donor's intent, for variance from a donor's directions, and for amendment and termination, and to all other terms of the Articles of Incorporation and Code of Regulations and policies and resolutions of the Foundation, and as from time to time amended.

5. The assets of the Fund may be co-mingled for investment purposes and the Foundation may delegate investment management to Foundation committees, officers, or Foundation employees, or may contract with independent third parties to invest and reinvest the Foundation's assets.

6. The Fund shall be presumed to be intended (a) to be used only for charitable purposes, (b) to be productive of a reasonable net investment return which is to be distributed for charitable purposes, and (c) to be used only for such of those purposes and in such manner as not to disqualify any contribution, gift, or bequest in computing any federal income, gift or estate tax of a donor or a donor's estate so as not to disqualify the Foundation from exemption from federal income tax as a qualified charitable organization described in Sections 501(c) (3) and 509(a) (1) of the Internal Revenue Service Code of 1986, or successor provisions, and shall not be otherwise applied. If a direction by any donor, however expressed, would, if followed, result in use contrary to the intent so presumed, or if the Foundation is advised by counsel that there is a substantial risk of such result, the direction shall not be followed, but shall be varied by the Foundation so far as necessary to avoid an inappropriate result; except, if a donor has clearly stated that compliance with the direction is a condition of the gift, then the gift shall not be accepted unless an appropriate judicial or administrative body first determines that the condition and direction need not be followed. Reasonable charges and expenses of counsel for such advice and proceedings shall be proper expenses deductible from the gift.

7. Whenever the Foundation decides that any directions, restriction or condition on the distribution of the Fund has become, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the Richland County Community, it may order such modification of the direction, restriction or condition and such application of the whole or any part of the principal or income of the Fund to such other charitable purposes as, in its judgment, will then more effectively serve the charitable needs of the Richland County community.

8. Nothing herein shall cause the Foundation to be treated other than as a single entity and the Fund shall at all times be treated as a component part of the Foundation. The Fund may not be directly or indirectly subjected by any donor to

any material restriction or condition within the meaning of Internal Revenue Regulation 1.507-2 (a) (8) with respect to transferred assets to the Fund.

9. It is intended that the Fund shall be a component part of the Foundation and not a separate trust, and nothing in this Agreement of Transfer shall affect the status of the Foundation as an organization described in Section 501 (c) (3) of the Internal Revenue Service Code of 1986 and as an organization which is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Service Code, or successor provisions.

This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the foregoing provisions of the Federal Tax laws and any regulations issued pursuant thereto. The Foundation is authorized to take whatever steps may be necessary to conform the Fund to the provisions of any applicable law or government regulation in order to carry out the foregoing intentions. References herein to provision of the Internal Revenue Service Code of 1986 shall be deemed references to the corresponding provisions of any future Internal Revenue Law.

Attached to this agreement is a current Foundation Fee Schedule, Spending Policy and Statement of Investment Policy.

By: \_\_\_\_\_  
(Donor Name)

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

RICHLAND COUNTY FOUNDATION  
OF MANSFIELD, OHIO

By: \_\_\_\_\_  
Pamela H. Siegenthaler, President