

**COMMUNITY FOUNDATION *for* MUSKEGON COUNTY
UNRESTRICTED FUND AGREEMENT**

_____ **FUND**

AGREEMENT made _____, 201____, between _____
(the "Donor") and the COMMUNITY FOUNDATION *for* MUSKEGON COUNTY (the
"Foundation"), a Michigan nonprofit corporation.

Donor transfers to the Foundation \$_____to be held by Foundation to establish an
Unrestricted Fund known as the _____ **Fund** (the "Fund").
Donor and others at any time may make contributions to the Foundation designated for
addition to the Fund.

The Fund shall be used in the manner deemed most appropriate by the Trustees of the
Foundation. Income from the Fund, in accordance with the Foundation's Spending Policy,
shall be used at the discretion of the board of Trustees to support the Foundation's general
charitable purposes.

It is understood and agreed the Fund shall be owned by the Foundation and held by it in its
normal corporate capacity. It shall not be deemed a trust fund held by the Foundation in a
trustee capacity. In addition, the Foundation shall have the right to restrict or deny the
issuing of grants from this Fund if such grants are inconsistent with the charitable mission
and purpose of the Foundation. Further, the Foundation may vary from any restrictions or
conditions stated in this agreement if, at some future time, those restrictions or conditions
would prohibit grantmaking from this Fund.

Foundation accepts the property transferred to it and agrees to hold, administer, and
distribute it as provided in this agreement.

_____ **FUND**

By: _____
Donor

COMMUNITY FOUNDATION *for* MUSKEGON COUNTY

By: _____
Chris A. McGuigan, President/CEO