COMMUNITY FOUNDATION for MUSKEGON COUNTY
UNRESTRICTED FUND AGREEMENT

______________________________ Fund

AGREEMENT made _______________, 202___, 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.

Foundation will charge an annual administrative fee to the Fund, currently 1.75% of the
average fund balance. Fees are deducted from the Fund. If Donor transfers property to the
Fund on any day after the first day of the Foundation’s fiscal year, only a pro-rata portion of
the annual fee will be charged against the Fund. Donor further understands the fee schedule
is subject to modification and may periodically be evaluated and adjusted by the
Foundation’s Board of Directors.

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. The Foundation’s Board of Trustees shall have the power 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 Board (without the approval of any
trustee, custodian, or agent), such restriction or condition becomes, ineffective,
unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the
community or area served.

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

________________________________________

By: ___________________________________________

Donor

Community Foundation for Muskegon County

By: ___________________________________________

Todd M. Jacobs, President/CEO