COMMUNITY FOUNDATION *for* MASON COUNTY
NONPROFIT SUPPORT SERVICES AGREEMENT

_____ FUND

AGREEMENT made _____, 201__, between _____ (the "Client") and the COMMUNITY FOUNDATION *for* MASON COUNTY (the "Foundation"), an affiliate of the COMMUNITY FOUNDATION *for* MUSKEGON COUNTY, a Michigan nonprofit corporation.

The Foundation shall provide the Client the services outlined in Schedule A, for the fees described. Either party may terminate this agreement upon 60 days written notice to the other party.

The Client agrees to provide the Foundation with any and all records and data necessary for the Foundation to provide the Client with the services set forth and further, the Client warrants that such records and data provided shall be accurate and true and the Foundation may rely on such records and data in fulfilling its obligations hereunder. Further, the Client shall cooperate in any audit of the Foundation for which information related to the services provided hereunder is requested by the Foundation's auditors. The Client agrees to provide the Foundation with any and all information needed to fulfill the Foundation's obligations hereunder on such forms and in such format as may be requested by the Foundation.

This Agreement and its Schedule contain the entire understanding of the parties and shall not be supplemented with any other term or condition unless such term or condition is in writing and specifically incorporated by amendment to this agreement.

The Foundation accepts the property transferred to it by the Client and its contributors and agrees to hold, administer and distribute it as provided in this document.

_____ FUND

By:_____
Board Representative/Executive Director

COMMUNITY FOUNDATION *for* MASON COUNTY

By:_____
Chris A. McGuigan, President/CEO

SCHEDULE A

The Foundation agrees to accept gifts and other deposits designated for the _____ **Fund** (the "Fund"). The purpose of the Fund is _____.

- A minimum deposit of $500 is required to open the Fund and a balance of $250 must be maintained unless the Client requests to close the Fund.
- The Foundation agrees to provide tax receipts to individuals or organizations that make gifts to the Fund. Gift solicitations by the Client must be in accordance with the Foundation's Donor Initiated Fundraising Policy.
- The Foundation agrees to maintain a database of the donors and will provide online access to the Client.
- The Foundation will invest the gifts in a money market account and/or certificates of deposit and will add the interest earned to the Fund on a monthly basis.
- The Foundation agrees to make disbursements from the Fund to qualified 501(c)(3) organizations, schools, or units of government upon the receipt of a written request from the Client's board of directors, including minutes of the meeting authorizing the disbursement.
- If the balance of the Fund falls below the minimum, the Foundation may choose to pay out the balance to the Client or other qualified organization and close the Fund.
- Any disbursements from the Fund must be for the stated purpose of the Fund. The Foundation reserves the right to withhold a disbursement from the Fund if it is not for the stated purpose cited above.
- Each calendar year, the Foundation will charge an administrative fee of 1% of any amounts received in that year, with a minimum fee level of $250. The $250 minimum administrative fee will be deducted from the Fund in the first calendar quarter of each year. The remaining administrative fee, if any, will be calculated and deducted from the Fund on a quarterly basis. In the year the Fund is created, the minimum administrative fee level of $250 will be prorated and deducted in the calendar quarter in which the Fund is created. The fee structure may periodically be evaluated and adjusted.
- The Client will hold harmless and indemnify the Foundation against any and all liability, suits, claims, actions, losses, or damage arising out of this Agreement, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by the Foundation. This indemnity applies even if the Foundation caused the loss through negligence, strict liability or other fault. These indemnification rights provided to the Foundation will continue even if the Fund is terminated.