

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

\_\_\_\_\_ **FUND**

AGREEMENT made \_\_\_\_\_, 201\_\_\_\_, between \_\_\_\_\_  
(the "Donor") and the COMMUNITY FOUNDATION *for* MASON COUNTY (the  
"Foundation"), an affiliate of the COMMUNITY FOUNDATION *for* MUSKEGON COUNTY, 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 held by it in its  
normal corporate capacity and 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, in effect, 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.

\_\_\_\_\_ **FUND**

By: \_\_\_\_\_  
Donor

COMMUNITY FOUNDATION *for* MASON COUNTY

By: \_\_\_\_\_  
Chris A. McGuigan, President/CEO