

UNRESTRICTED DONOR ENDOWMENT TRUST AGREEMENT

This Unrestricted Donor Endowment Trust Agreement (the "Agreement") is entered into this day of , 20 , by and between:

DONOR:
Address:

AND

TRUSTEE:
Address:

1. ESTABLISHMENT OF ENDOWMENT

The Donor hereby transfers, assigns, and delivers to the Trustee the sum of \$ (represented in words as) to establish an unrestricted endowment fund to be known as the (the "Fund").

2. PURPOSE OF THE FUND

The Fund shall be held, managed, and administered as an unrestricted endowment. The income and appreciation from the Fund shall be used to support the general mission, operations, and programs of the Trustee, at the sole discretion of the Trustee's governing board. There are no donor-imposed restrictions on the specific programs, departments, or activities that may be funded by distributions from this endowment.

3. ADMINISTRATION AND INVESTMENT

The Trustee shall hold, manage, invest, and reinvest the assets of the Fund in accordance with its established investment policies and applicable state laws, including the Uniform Prudent Management of Institutional Funds Act (UPMIFA) or its local equivalent. The Trustee may merge the assets of the Fund with other endowment assets for investment purposes, provided that the Fund is accounted for separately on the books and records of the Trustee.

4. DISTRIBUTIONS

Distributions from the Fund shall be made in accordance with the Trustee's spending policy as established and amended from time to time by its governing board. Any portion of the annual distribution that is not expended in any given year may be reinvested as principal in the Fund or held for future spending, in accordance with the Trustee's policies.

5. ADDITIONS TO THE FUND

The Donor or any other person or entity may make additional contributions to the Fund at any time. All such additional contributions shall be subject to the terms and conditions of this Agreement.

6. AMENDMENT AND SEVERABILITY

If, in the judgment of the Trustee's governing board, the original purpose of this Fund becomes obsolete, inappropriate, impractical, or impossible to fulfill, the Trustee shall have the right to modify the administration of the Fund. In such event, the Fund shall continue to be held as an endowment in the name designated in Section 1, and the distributions shall be used for purposes that align as closely as possible with the general intent of the Donor.

7. ACKNOWLEDGMENT AND SIGNATURES

By signing below, the parties agree to the terms and conditions set forth in this Agreement.

DONOR:

Donor Signature: _____

Name (Printed):

Date:

TRUSTEE:

Representative Signature: _____

Name (Printed):

Title/Office:

Date: