**YOUR NAME Fund**

 **DONOR ADVISED MEMORANDUM**

 THIS MEMORANDUM is made this \_\_\_\_ day of \_\_\_\_\_\_ 2021, by Your Name, \_\_\_\_\_\_\_\_\_\_\_Address\_\_\_\_\_\_\_\_\_\_\_\_, TOWN, Kansas, hereinafter referred to as “Donors”, and the Central Kansas Community Foundation, Inc., a IRC § 501(c) (3) charitable corporation organized under the nonprofit corporation laws of the state of Kansas, with its principal office located at 301 North Main, Suite 200, Newton, Kansas, hereinafter referred to as “Foundation.”

 WHEREAS, Donor has designated the Foundation as the recipient of the remainder of their estate under the terms of their Revocable Living Trust(s) (last will and testament) or Beneficiary of Designated Assets, and Donor wishes to designate the distribution of this gift after their death in accordance with the Policies and Procedures of the Foundation; and

 WHEREAS, the Foundation has represented to Donor that it will manage the gift made by Donor and make distributions of this gift in accordance with this Memorandum, subject to the Bylaws and Policies of the Foundation,

 NOW, THEREFORE, the Foundation represents that it has received this Memorandum, and that it will make distributions as provided herein and in accordance with the Donor’s direction, which are stated as follows:

1. Outright Bequest(s). The donor’s bequest that was transferred to the DONOR NAME Fund at the Foundation shall as soon as practical, immediately pass through this Fund (X $ amount or X % of total amount transferred) to the following organizations to be further distributed in accordance with the organization’s priorities or any memorandum of understanding that Donor has on file with said organization(s)

 PERCENTAGE CHARITY

1. (you can list one or multiple)

2.

3.

1. Endowed Bequest(s). Donor stipulates that any bequest to the Foundation other than the outright pass through bequest(s) noted above, shall be segregated in a separate endowed fund (‘Endowed Fund”) and such gifts shall be held and distributed in accordance with the provisions of this paragraph. The Foundation shall retain and invest the Endowed Fund and distribute annually a sum equal to the available to spend calculation of the fair market value of the Endowed Fund. This amount is subject to the variance power in the last paragraph of this Memorandum. The Endowed Fund shall be valued as early as possible in the calendar year. The (percentage/fractional) distribution shall thereafter be made as soon as reasonably possible but in all events in the same calendar year. The above designated annual gift shall be distributed from time to time but to the following designated charities in the following (percentages/fractions).

 PERCENTAGE CHARITY

1. (internal note: include tax id and website if possible)

2.

3.

1. Provision if Named Charity Loses Exempt Status. If any of the named charities identified above goes out of business, ceases to exist, or fails to operate as a qualified IRC § 501(c)(3) tax-exempt organization, then Donors request that said distributions shall instead be (equally divided / divided in a pro rata fashion) between the other named charitable organization(s). If all named charities should go out of business, cease to exist or fail to operate as a qualified IRC § 501(c)(3) tax-exempt organizations, then Donors request that the Foundation’s Board of Directors select similar charitable organizations to support through above named Fund.

1. Permission to Publish. Donor agrees to be listed in the publications of the Foundation and named organizations. All distributions made by the Foundation shall be given in the name of DONOR NAME.
2. Irrevocable Gift. Donors understand and declare that this Memorandum and the donations they intend to make to the Foundation are absolute and irrevocable upon the receipt of such gifts by the Foundation.
3. Component Fund. The Foundation, Donor and any other party or parties that contribute assets to this account intend that any transfer of assets to this Foundation qualify as a “component fund” under the Foundation and shall be construed as such. The Foundation at all times reserves the right to retroactively amend this instrument of transfer to reach that result.
4. Variance Power. Donor recognizes and acknowledges that this is a request to establish a Memorandum of Understanding, and that pursuant to the Bylaws of the Foundation, the Board of Directors may periodically evaluate these Funds, and if it determines that continued payments for the specified charitable purpose have become unnecessary, obsolete, incapable of fulfillment, impractical, or contrary to compliance requirements for the Foundation to retain its tax exempt status, the Board has the discretion to alter the distribution of the Funds. Donor acknowledges the authority of the Board of Directors to alter distribution, but requests that to the maximum extent possible the purposes stated in this Memorandum be followed.

 The parties have signed this Memorandum the day and year first above written.

 **Donor**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME, Donor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME, Donor

 **Foundation Representatives**

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Affiliate Staff Name, Title
Affiliate

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Angie Tatro, Executive Director

 Central Kansas Community Foundation