



## Wichita Community Foundation Field of Interest Non-Endowed Fund Agreement

*Field of Interest Funds are funds dedicated to a particular field or fields of charitable interest (i.e. children's needs, environment, arts, education, animals, healthcare).*

The undersigned Donor hereby establishes with Wichita Community Foundation (hereinafter referred to as "the Foundation") the \_\_\_\_\_ **Fund** (hereinafter referred to as "the Fund") to be held, used and administered by the Foundation under the following terms and conditions:

1. The initial contribution to the Foundation for the Fund will be not less than \$10,000, in cash or in property acceptable to the Foundation. Subsequent contributions made to the Foundation by Donor or others and designated for the Fund without further restriction shall be administered in accordance with this Agreement.
2. The Fund shall be the property of the Foundation. It shall not be a separate entity or trust. It shall be a non- endowed fund within the meaning of K.S.A. 58-3614 and will be invested as provided in K.S.A. 58-3613 and/or 58-3615.
3. The Fund shall be held, managed, and distributed as a Field of Interest Non-Endowed Fund in accordance with this Agreement, the Articles of Incorporation, Bylaws, and Procedures for the Establishment of Funds and Supporting Organizations ("the Procedures") of the Foundation, including the variance powers described in sections 3.1(d) of the Articles and 4.3, 4.7, and 4.9 of the Bylaws, all of which are familiar to Donors. The Board of Directors of the Foundation shall have full authority and control over the Fund and all investment and distribution decisions with respect thereto; provided that any modification by the Foundation of a restriction contained herein shall be consistent with the needs of the Wichita area.
4. Distributions shall be made from the Fund for the following charitable purpose(s):

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

(Donor may, at his/her discretion, draft a letter of intent to state the purpose of the Fund in his/her own words that would accompany this Agreement)

5. If any restriction herein contained becomes obsolete, inappropriate, impracticable or otherwise inconsistent with the needs of the Wichita area, then it shall be the responsibility of the Board of the Foundation, in its sole discretion, but after consulting with the Donor, if then living, to remove or modify such restriction.

6. This Agreement is not subject to revocation, and is not subject to modification or amendment except as provided herein, in the Foundation's Articles of Incorporation, Bylaws, or Policies, or by law.

Donors acknowledges receipt of the following Wichita Community Foundation documents:

- Articles of Incorporation and Bylaws
- Tax Exemption Letter
- Procedures for the Establishment of Funds & Supporting Organizations

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

ACCEPTANCE:

**The above and foregoing Agreement is hereby executed on behalf of the Wichita Community Foundation.**

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: Shelly Prichard

Title: President & CEO