

## FUNDS ADMINISTRATION AGREEMENT

Organization Name: \_\_\_\_\_

Organization Address: \_\_\_\_\_

This agreement was entered into on this \_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year), by and between \_\_\_\_\_ (Charitable Organization Name), \_\_\_\_\_ (City, State), hereinafter called the "Charitable Organization" and the Arkansas Baptist Foundation, a nonprofit corporation, with offices at Little Rock, Arkansas, hereinafter called the "Foundation."

WHEREAS the Charitable Organization wishes to place revocable charitable funds, and to allow others to place with the Foundation assets or funds as irrevocable, charitable gifts, and

WHEREAS the Foundation, a corporation duly incorporated under the non-profit laws of the State of Arkansas, is authorized and empowered to administer charitable funds for entities fostered by, having the official sanction of, or whose exempt purposes are not inconsistent with the Arkansas Baptist State Convention, and in such capacity is authorized and empowered to accept gifts and bequests to such entities and to make contracts of investment, sale and disposition of said funds,

IN CONSIDERATION of these premises and of the following provisions and understanding, the Charitable Organization does hereby give to the Foundation assets listed on Schedule "A", which is by this reference hereby made a part of this agreement, it is agreed that the aforementioned agreement shall be known as the \_\_\_\_\_ (Charitable Organization Name), \_\_\_\_\_ (City, State) FUNDS ADMINISTRATION AGREEMENT. With Foundation approval, accounts may be created to be governed by this agreement, with such accounts to be created by a Letter of Instruction, signed by an authorized representative(s) of the Charitable Organization.

It is further agreed that the administration of the fund shall be in accordance with the following:

1. Income shall be declared at least annually as income available for distribution. Distributions from the account shall be made in accordance with written instructions provided by the Charitable Organization to the Foundation. Such instructions shall be signed by an authorized

representative or representatives of the Charitable Organization and shall indicate the title of the person signing on its behalf. Distributions shall only be made in furtherance of the Charitable Organization's exempt purpose.

2. Funds may be invested in the Foundation's Common funds, in compliance with the Philanthropy Protection Act of 1995, or may be invested separately. Such Common Funds are exempt from registration with the Arkansas Securities Department. By the signature below of its authorized representative, the Charitable Organization acknowledges and agrees that it has read and understood the Disclosure Document enclosed herewith.

3. In the administration of the funds, prudent Christian judgment will be used that reflects the Baptist Faith & Message.

4. The Charitable Organization affirmatively represents to the Foundation that the funds listed on Schedule A hereto and to be administered under this agreement are not restricted as to use or expenditure in any way, or if such restrictions do exist, they have been communicated in writing to the Foundation.

5. This constitutes the full, complete, and irrevocable agreement by and between the parties and all oral agreements and/or discussions are merged herein and are null and void to the extent that they are in conflict herein, and no changes, alterations, additions, modifications or qualifications shall be made or had in the terms, conditions or provisions of any paragraph or item of this agreement unless they are agreed to in writing by both the Charitable Organization and the Foundation.

6. The Charitable Organization hereby agrees to indemnify and hold the Foundation harmless from and for any costs, damages or expenses incurred by the Foundation as a result of the administration and management of funds on behalf of the Charitable Organization including but not limited to:

- a. Failure to notify the Foundation of any restrictions on funds placed with the Foundation
- b. The Charitable Organization using the Foundation to administer its funds and/or charitable instruments

7. This agreement is binding upon the parties, their successors and assigns. If either party wishes to discontinue the agreement, thirty (30) days written notice shall be required.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Foundation Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CHARITABLE ORGANIZATION**

Charitable Organization Name: \_\_\_\_\_

Charitable Organization City, State: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Representative Title: \_\_\_\_\_

**FOUNDATION**

ARKANSAS BAPTIST FOUNDATION  
LITTLE ROCK, ARKANSAS

Representative Signature: \_\_\_\_\_

Representative Title: \_\_\_\_\_

# SCHEDULE A

Schedule of Property or Funds transferred by \_\_\_\_\_ (*Charitable Organization Name*), \_\_\_\_\_ (*City, State*), to the Arkansas Baptist Foundation under terms of the \_\_\_\_\_ (*Charitable Organization Name*), \_\_\_\_\_ (*City, State*) FUNDS ADMINISTRATION AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_ (*Month*) \_\_\_\_\_ (*Year*).

## DESCRIPTION OF PROPERTY

Asset Description: \_\_\_\_\_

Asset Value: \_\_\_\_\_

Check # (if applicable): \_\_\_\_\_

## ARKANSAS BAPTIST FOUNDATION

Representative Signature: \_\_\_\_\_

Representative Title: \_\_\_\_\_