

**COMMUNITY FOUNDATION *for* OCEANA COUNTY
FIELD OF INTEREST FUND AGREEMENT**

_____ **FUND**

AGREEMENT made _____, 201____, between _____ (the "Donor") and the COMMUNITY FOUNDATION *for* OCEANA 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 a Field of Interest 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 purpose of the Fund is to support programs and projects in Oceana County that _____.

It is the intent of the Donor that the Fund be held in perpetuity and that income only, in accordance with the Foundation's Spending Policy, be used for the stated purposes.

It is understood and agreed the Fund shall be owned by the Foundation and held by it in its normal corporate capacity. It 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* OCEANA COUNTY

By: _____
Chris A. McGuigan, President/CEO