

**COMMUNITY FOUNDATION *for* OCEANA COUNTY
UNRESTRICTED 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 an
Unrestricted 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 Fund shall be used in the manner deemed most appropriate by the Trustees of the
Foundation. Income from the Fund, in accordance with the Foundation's Spending Policy,
shall be used at the discretion of the board of Trustees to support the Foundation's general
charitable 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