

GIFT AGREEMENT

This Gift Agreement is entered into this _____ day of _____, _____ by THE UNITED METHODIST FOUNDATION OF THE NORTHERN ILLINOIS CONFERENCE, INC., an Illinois not-for-profit corporation ("Foundation") and _____, ("Donor" and fully identified in Part II). Donor has agreed to transfer cash or property to the Foundation to be held, managed, invested, used and distributed for the purposes set forth herein.

The Foundation is an Illinois not-for-profit corporation which has been determined to be exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Donors may deduct contributions made to the Foundation as provided under the applicable provisions of the Internal Revenue Code and related regulations. Accordingly, the parties hereto have agreed to enter into the following Gift Agreement ("Agreement").

Please complete the following information to establish a gift fund with the Foundation or to make a gift to the Foundation. If you need assistance in completing this form, please contact us at 312-803-4801.

PART I: POLICIES AND PROCEDURES

Gift Fund. The Foundation has adopted certain Gift Policies and Guidelines ("Gift Guidelines") to facilitate and encourage charitable gifts to churches, agencies, programs, missions, and organizations affiliated with the Northern Illinois Conference or the General Conference of The United Methodist Church and other approved tax-exempt organizations, and to assist persons affiliated with or that have an interest in supporting such churches and organizations as they fulfill their charitable plans. The Foundation also expands giving options for donors committed to furthering the purposes of the Foundation by utilizing certain funds contributed for broader Christian and community initiatives in ways that further the mission of the Foundation.

Cash Gifts. This Agreement is generally applicable to contributions made to the Foundation of \$25,000 or more.

Establishment of Account. Upon receipt of the initial contribution, the Foundation will establish an account to track subsequent contributions and distributions of donated funds and any income allocated to the account. The Foundation shall have the right to commingle the assets of the account established by the Donor ("Fund") with those of other funds held by the Foundation, provided, however, such funds are invested in the manner described in this Agreement. From time to time, after making the initial contribution, the Donor may make additional contributions to the Fund. All contributions made to the Foundation are irrevocable, unconditional, and all principal, interest, income, and contributions received by the Foundation are the property of the Foundation.

Account Statements. The Foundation keeps records of contributions, interest, income, investment allocations (gains and losses) and distributions as well as any allocated fees and expenses charged to the account and will furnish statements via electronic submission or by mail, as elected by the Donor, to the Donor or other individual so designated by the Donor.

Administration of the Fund. The Foundation, when managing and investing the assets in the Fund, shall consider the charitable purposes of the Foundation and the purposes of the Fund. The Foundation shall manage and invest the Fund in good faith and with the care that an ordinary prudent person in a similar position would exercise under normal circumstances and in accordance with the investment policies determined by the Foundation's Board of Directors. Such policies and procedures may be amended from time to time and are incorporated herein by reference.

The Foundation may appropriate for expenditure or accumulate so much of the Fund's assets as the Foundation determines is prudent for the uses, benefits, purposes and duration for which the Fund is established. In making such determinations to appropriate or accumulate, the Foundation shall act in good faith and operate in accordance with the purposes and intent of this Agreement. This expendable amount shall be determined by the policies of the Foundation Board of Directors and shall be used annually or otherwise for the charitable purposes outlined in this Agreement. In administering any endowment, permanent, or designated fund that, under the terms of the gift instrument, is not wholly-expendable by the Foundation on a current basis, the Foundation's Board of Directors will implement the provisions of the Illinois Uniform Prudent Management of Institutional Funds Act ("UPMIFA"). The provisions of the Illinois UPMIFA statute apply to the management and administration of this Agreement. Such policies and procedures may be amended from time to time and are incorporated herein by reference.

The Fund may be subject to an annual fee for management as determined by the Foundation's Board of Directors. Such policies and procedures may be amended from time to time and are incorporated herein by reference.

Ownership and Control of Contributions Made. In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code, all contributions made to the Foundation are the property of the Foundation and neither the Donor nor any Donor designee shall have any control over the funds or any property in the Fund. Once the contribution is made and accepted by the Foundation, it is not refundable. The Donor or Donor designee may recommend distributions be made from the Fund to one or more qualified Section 501(c)(3) organizations provided the Foundation determines such organizations qualify as a public charity under the Internal Revenue Code and that the distribution will advance or further the purposes of the mission and charitable objectives of the Foundation.

Investment Options. Unless otherwise determined by the Foundation, investment options or the assets held in the Fund are described in Part VIII of this Agreement. Where applicable, as indicated by the Donor's expressed intentions in the creation of a Donor Advised Fund, the Donor or Donor designee may make recommendations as to the investment of the Fund among the investment options made available by the Foundation.

Gift Program Expenses. The Foundation reserves the right to deduct administrative expenses reasonably incurred in accordance with the Foundation's schedule of fees as amended from time to time.

Fulfillment of Charitable Purpose. In the event a named beneficiary ceases to exist, or the performance of the Donor's or Donor's designee's charitable objectives become impossible to carry out, the Foundation shall have the right to designate an alternate or substitute beneficiary whose purposes are similar to and complimentary of, the purposes designated by the Donor pursuant to the terms of this Agreement. The Foundation is hereby authorized to carry out, administer, manage, and invest the assets of the Fund to carry out the intentions of the Donor and the Foundation, and take such actions to modify or release a restriction or designated use of the Fund as it is authorized to undertake by the Illinois Statutes or any successor provision thereto.

PART II: DONOR INFORMATION**Primary Donor**

Name	Tax I.D. or Social Security Number (if applicable)		
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Date of Birth: mo/day/year (if applicable)	Email Address		
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Address	City	State	Zip
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Home Phone	Business Phone	Mobile Phone
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Preferred Method of Contact for the Primary Donor (check one)
☐ Email ☐ Home Phone ☐ Business Phone ☐ Mobile Phone ☐ Mail**Joint Donor (if applicable)**

Name	Tax I.D. or Social Security Number (if applicable)		
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Date of Birth: mo/day/year (if applicable)	Email Address		
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Address	City	State	Zip
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Home Phone	Business Phone	Mobile Phone
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Preferred Method of Contact for the Joint Donor (check one)
☐ Email ☐ Home Phone ☐ Business Phone ☐ Mobile Phone ☐ Mail

PART III: GIFT FUND INFORMATION

How would you like to name your Fund? _____

For example: Smith Memorial Fund, Bobbie Smith Scholarship Fund, or Second Avenue United Methodist Church Fund, etc. The Fund name will appear on all Fund correspondence, as well as all correspondence accompanying grants (distributions) from the Fund. For advisers of Donor Advised Funds, if you prefer to be anonymous, please indicate this preference when you make a grant recommendation.

PART IV: CONTRIBUTION INFORMATION

The initial contribution to establish the Fund or make a contribution is \$_____.

Please check the type of contribution you will be making:

☐ **Check(s) in the amount of \$** _____

Check(s) should be made payable to "United Methodist Foundation." Please include the Fund name in the memo section of the check. Please mail the check to the Foundation's offices located at 155 N. Wacker Dr., Suite 4250, Chicago, IL 60606.

☐ **Funds wired in the amount of \$** _____

Please contact us at the Foundation's office at 312-803-4801 for wiring instructions.

☐ **Transfer Assets from another donor advised fund**

Please contact a Foundation representative at 312-803-4801.

☐ **Credit Card Gift** Gift Amount \$ _____

☐ Visa ☐ Mastercard ☐ Discover ☐ American Express

Name on Card: _____

Card#: _____

Exp. Date: _____ 3-digit security code: _____

☐ **Publicly traded securities or mutual fund shares**

Name of stock or mutual fund: _____

Number of shares _____ or
please contact a Foundation representative at 312-803-4801.

☐ **A non-liquid gift such as real estate, artwork, etc.**
Please contact a Foundation representative at 312-803-4801.

☐ **Other Gift.** Please describe _____

Please contact a Foundation representative at 312-803-4801.

PART V: TYPE OF GIFT

Please indicate the type of gift which is being made by this Agreement:

☐ **Unrestricted gift** made for the purposes described in Part VI below.

☐ **Endowment fund** (subject to the terms and conditions of the Foundation's Gift Guidelines).

☐ **Term endowment fund** (distributions to be made for a defined period of time, with principal thereafter to be distributed to a designated charitable beneficiary).

☐ **Donor advised fund** (subject to the terms and conditions of the Foundation's Donor Advised Funds Policies)

☐ **Payable upon death gift** (upon death of Donor or other designated person, principal in the Fund will be paid to a designated charitable beneficiary).

☐ **Other.** Please describe:

PART VI: PURPOSE OF GIFT**A. Designated Purpose**

The Donor agrees to contribute certain funds to the Foundation pursuant to the terms and conditions of this Agreement for the purpose of:

and other ministries and charitable purposes designated by the Donor and administered by the Foundation in accordance with its gift policies and procedures.

B. Distributions to a Ministry or Charity

You may name one or more charities to receive income distributions from the Fund, to be distributed in accordance with the Foundation's Gift Guidelines and spending policies adopted by the Foundation's Board of Directors, as amended from time to time. Please indicate the percentage distribution to be made to each beneficiary. Please photocopy this sheet if you need additional space. In the event the charity no longer exists, the Foundation will award grants to charities similar to the original charity in order to fulfill the desired charitable intent of the Donor.

Organization Name

Address: including PO Box, street address, suite number

City State Zip Tax I.D. Number

Please indicate percentage of distribution _____% (total of multiple organizations must equal 100%)

Organization Name

Address: including PO Box, street address, suite number

City State Zip Tax I.D. Number

Please indicate percentage of distribution _____% (total of multiple organizations must equal 100%)

For gifts OTHER THAN Donor Advised Funds, please SKIP to Part IX on page 7.

PART VII: DESIGNATED ADVISERS (ONLY FOR DONOR ADVISED FUNDS)

In the event you have established a Donor Advised Fund and have received the right to recommend grants from the Fund, you may designate one or more persons to recommend grants. Unless otherwise specified, the Donor shall be authorized to recommend grants from the Fund. The following individuals shall collectively serve as the Donor-designated representatives in the stead of the Donor and are hereby authorized by the Donor to make grant recommendations regarding recipients and amounts of grants from the Fund upon the death, incapacity, incompetency, or subsequent written request of the Donor:

_____ 1. Signature	_____ 2. Signature
_____ 1. Print Name	_____ 2. Print Name
_____ 3. Signature	_____ 4. Signature
_____ 3. Print Name	_____ 4. Print Name

In the event of death, incapacity, incompetency of, or refusal to serve of any one of the Donor designated representatives, the Donor designated representatives thereafter shall be composed of the remaining then living representatives. In the event there are funds remaining in the Fund at the time of death, incapacity, incompetency of, or refusal to serve of the last remaining designated representatives, then the assets in the Fund will be distributed solely by the Foundation or its successor, in accordance with this Agreement.

Notwithstanding anything in this Agreement to the contrary, the Foundation shall be authorized to rely upon the recommendations of any designated representatives set forth above as being authorized and shall not be liable to the Donor or any designated representatives for any such reliance.

Except as described in Part VI above, distributions from the Fund of principal and/or income shall be made at such time or times and in such amount or amounts as may be determined by the Foundation, and shall be made to those organizations described in Part VI above; provided, however, the Donor may recommend to the Foundation other organizations to which grants be made, and recommend grant amounts, which recommendations shall be solely advisory, and the Foundation may accept or reject such recommendations applying reasonable standards and guidelines with regard thereto. The Foundation shall independently investigate such recommended beneficiaries to the extent necessary or desirable in the Foundation's sole discretion prior to its decision to accept or reject such recommendations.

PART VIII: INVESTMENT RECOMMENDATION (ONLY FOR DONOR ADVISED FUNDS)

Unless otherwise designated by the Donor, all investments made on behalf of the Fund shall be made in conformity with the Foundation's investment policies and procedures, as amended from time to time. Fund assets will be commingled with other Foundation assets for investment in accordance with the Foundation's Gift Guidelines. Recommendations made by the Donor are subject to Foundation approval. Contributions, grants and investment activity may affect the actual date of an investment allocation made by the Donor or their designated representatives.

PART VIII: INVESTMENT RECOMMENDATION, continued **ONLY FOR DONOR ADVISED FUNDS**

Choose from the following options and indicate allocations:

- | | |
|--|---|
| <input type="checkbox"/> Aggressive Fund (85% stocks and 15% fixed income) _____% | <input type="checkbox"/> Aggressive Climate Solutions _____% |
| <input type="checkbox"/> Moderate Fund (60% stocks and 40% fixed income) _____% | <input type="checkbox"/> Moderate Climate Solutions _____% |
| <input type="checkbox"/> Conservative Fund (30% stocks and 70% fixed income) _____% | <input type="checkbox"/> Conservative Climate Solutions _____% |
| <input type="checkbox"/> Short-Term Fund (PIMCO Short-Term Fund PTSHX) _____% | |
| <input type="checkbox"/> Money Market (Schwab Government Money Fund) _____% | |

PART IX: MISCELLANEOUS

Please provide any other terms and provisions relating to this Gift Agreement:

PART X: MAILING INSTRUCTIONS

Please mail to: United Methodist Foundation, 155 N. Wacker Dr. Suite 4250, Chicago, Illinois 60606. You may also scan and email to accounts@umfnc.org.

PART XI: GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The invalidity or non-enforceability of any provision of this Agreement in any respect shall not affect the validity or enforceability of such provision in any other respect or of any other provisions of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision of this Agreement, and the parties agree that to the fullest extent permitted by law, the court shall reform this Agreement to the extent necessary to make such provisions fully enforceable.

PART XII: AMENDMENTS

This Agreement is subject to any amendments to the Foundation's Gift Guidelines necessary to comply with regulations of the Internal Revenue Service and Illinois law for charitable gifts or the operation of component funds of a public charity.

PART XIII: SIGNATURES

I/We hereby make the contribution identified in this Agreement with the full understanding that it represents an irrevocable charitable contribution to the Foundation. I/We also acknowledge the Foundation has not rendered any legal or tax advisory services to me/us and that I/we should consult with my/our own advisors to determine the tax or other benefits and consequences of making this gift.

X

Primary Donor **SIGNATURE** (Required)

Date

X

Primary Donor **PRINTED NAME** (Required)

X

Joint Donor **SIGNATURE** (Required if gift is made by joint donors)

Date

X

Joint Donor **PRINTED NAME** (Required if gift is made by joint donors)
