January 1, 2026

The Evanston Community Foundation
500 Davis Street, Suite 702
Evanston IL, 60201

Dear ECF:

We wish to establish a donor advised fund at Evanston Community Foundation. Our initial gift of approximately $ X will establish this new fund. The fund shall be administered as set forth below.

1. This fund shall be known as the Fund ("the Fund") of the Evanston Community Foundation ("the Foundation") and shall be identified as such in the course of its administration.

2. It is our intention to generally recommend grants at least annually to qualified charitable organizations. The Fund will be held as a donor advised fund of the Foundation until the first to occur of either (a) our failing to provide advice to the Fund after a period of three years, or (b) until such time as the Fund balance falls below $10,000 and I inform the Foundation that there will be no additional gifts to the Fund or recommendations from it. Should either (a) or (b) occur, the balance of the Fund will be added to the Foundation's unrestricted endowment, known as the Fund for Evanston. The purpose of this fund is to support grants and initiatives across Evanston.

3. The Foundation has accepted and will continue to accept contributions to the Fund from me, to be administered on the same terms as the original contributions. Upon receipt of the initial gift and any additional gifts, the Foundation will be the legal and equitable owner of such property which will be held as the property of ECF and not held in trust, or otherwise for the benefit of, any other entity.

4. I shall be the sole advisor to the Fund. When our privilege to advise the Fund terminates upon our death, resignation, or incapacity to serve, the Fund will continue as a named fund within the Foundation's Fund for Evanston, to support a wide range of programs and initiatives across Evanston.

5. In establishing the Fund as a donor advised fund, I do hereby acknowledge and represent that our recommendations as the fund advisor shall be advisory only, and that the Foundation's board of directors shall not be bound by such recommendations. The Foundation may consider the advice of others in making grants, will conduct an independent investigation of the proposed recipient organizations, and will evaluate whether our recommendations as the fund advisor are consistent with the charitable purposes outlined in the Foundation's grant guidelines from time to time in effect as the Foundation's board of directors may determine.

6. The minimum grant recommendation is $250. The following provisions shall apply to all distributions from the Fund:
    a. All grant recommendations shall be made in writing, either by letter, email, or submission of the online grant recommendation form available on the Foundation's donor portal.

b. Grants are consistent with the mission, principles and purposes of the Foundation.
c. Recommended grantees must be eligible 501(c)(3), tax-exempt organizations described in section 170(b)(1)(A), sections 509(a)(1) or 509(a)(2), and not classified as supporting organizations in section 509 (a)(3).
d. No grant from the Fund may be made to an individual, including expense reimbursement to the donor(s), advisor(s) or related parties. Additionally, no loans, compensation or similar payments may be made from the Fund to the donor(s), advisor(s) or related parties.
e. Grant recommendations will not include any reference to a charitable pledge or other personal financial obligation of the Fund donor or related parties.
f. Neither the Evanston Community Foundation nor the Fund donor and related parties will receive more than incidental tangible benefit, goods or services in exchange for the recommended grant.
g. If donor advises grants to schools and/or organizations for various scholarship programs, donor and any other advisors cannot participate in selecting individual scholarship recipients because, as noted above, donor advised funds cannot make grants to individuals including earmarking grants for certain individuals, and donors may not benefit from grants issued from the Fund.

7. All assets of the Fund shall be commingled for investment with other assets of the Foundation pursuant to its governing instruments and the investment policies, practices and procedures adopted by the Foundation's board from time to time. The Fund's assets shall be accounted for separately and will be allocated a pro rata share of investment results.

8. It is our understanding that the Fund may be charged regularly for direct and indirect expenses attributable to the maintenance of funds of this type and in accordance with the policies of the Foundation from time to time in effect. The current, usual foundation support charge is 1% per year. Funds may also be charged a proportional share of audit and investment expenses attributable to all funds of the Foundation.

9. The Fund shall be held and administered subject to the provisions of the Foundation's Articles of Incorporation and Bylaws as presently in effect, and as each may from time to time be amended, including those provisions which may permit the Foundation's Board to amend, modify or vary any of the purposes, directions, restrictions, or conditions set forth herein, if such purposes, directions, restrictions or conditions become unnecessary or incapable of fulfillment.

10. It is intended that the Fund shall be a component part of the Foundation and that nothing in this agreement shall affect the tax exempt status of the Foundation as a qualified charitable organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, and as an organization that is not a private foundation within the meaning of Section 509(a) of the Code. This agreement shall be interpreted in a manner consistent with this intention, and the Foundation is authorized to amend this Agreement to conform to the provisions of any applicable federal or state law or government regulation in order to carry out the foregoing intention.

11. The Foundation will provide periodic reports to us via the donor portal showing the balance of the Fund, gift received, and grants issued, net investment results, and any other fund activity.

If you accept our gift as set forth above, kindly indicate by signing and returning a copy of this letter to me. This letter will constitute our entire agreement concerning the Fund.

Dated this ____ day of _____

By Donor _____

Please print name: _____

Accepted as of the date set forth above

Evanston Community Foundation By _____

ECF President and CEO