



# Louisiana Baptist Foundation Gift Management Agreement

Donor: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Donor irrevocably donates, grants, conveys, transfers and delivers to the Louisiana Baptist Foundation assets as listed on Schedule A.

Name of Fund: \_\_\_\_\_  
*(If anonymous, please do not include your name in the name of the fund.)*

This gift is to be managed as:

Permanent Endowment - LBF manages the corpus and pays income to one or more beneficiaries selected by Donor listed on Schedule B or letter of instruction from Donor.

Donor Advised Fund – Donor, or designated Advisor, makes periodic requests for charitable distributions from their account established with the LBF. *Note: Use the Charitable Distribution Request form online or obtain from the LBF office when requesting distributions from the fund.*

IRA Rollover Account – Gift is transferred directly from Donor’s IRA Account to the LBF. Donor establishes a schedule of distribution using the Charitable Distribution Request form or a Letter of Instruction.

*If funds remain in an established Donor Advised Fund or an IRA Rollover Account at the death of Donor/Advisor, the remainder shall be distributed to beneficiaries listed on Schedule C.*

Distributions from this fund are to be anonymous.

Donor has received the LBF’s Gift Management Policies.

Donor: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_  
Name \_\_\_\_\_

Donor: \_\_\_\_\_  
Name \_\_\_\_\_

Louisiana Baptist Foundation accepts gift from Donor and agrees to faithfully administer within the terms and conditions of the gift.

\_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_  
Foundation Representative

Donor Initials

## Schedules

## Schedule "A" – Assets Donated

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Schedule "B" – Endowment Beneficiaries (*churches and/or other ministries*)

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

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

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

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

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

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

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

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

Schedule "C" – Contingency for Donor Advised Fund and IRA Rollover Account  
(*churches and/or other ministries*)

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

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

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

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

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

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

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

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

**DONOR and LOUISIANA BAPTIST FOUNDATION, (Foundation)**, 1250 MacArthur Dr., Alexandria, Rapides Parish, Louisiana, a charitable organization qualified under Section 501(c)3 of the Internal Revenue Code, incorporated under the laws of the State of Louisiana serving churches and entities of the Louisiana Baptist Convention have completed a Gift Management Agreement (Agreement) and appropriate schedules and agree to the following policies:

### I. GENERAL PROVISIONS

- A. Foundation shall have full and complete authority to manage, control, invest and reinvest the assets comprising the gift in any and all securities deemed prudent and approved by its Board of Trustees within its investment policy statements.
- B. Foundation shall administer such funds in accordance with the Uniform Prudent Management of Institutional Funds Act, La. R.S. 9:2337.1 et seq.
- C. Any remainder of income, including capital gains, interest, and dividends, which is not distributed to a beneficiary shall remain as part of the corpus of the gift and be reinvested by the Foundation.
- D. Foundation shall have the right to charge and collect from the fund a management fee, annual account fee, a check fee, an asset transfer fee and any other associated fee/expense as outlined in the LBF's Disclosure Statement. ([www.LBFinfo.org/forms](http://www.LBFinfo.org/forms))
- E. If any entity named as a beneficiary by Donor, including an alternate beneficiary, shall cease to exist or if the Baptist entities cease to relate to the Louisiana Baptist Convention or Southern Baptist Conventions, the trustees of the Louisiana Baptist Foundation may select an alternate beneficiary with similar purpose and objectives.
- F. All distributions from the funds described below shall be made to organizations described in each of Sections 170(c), 170(b)(1)(A), 2055(a), and 2522(a) of the Internal Revenue Code of 1986, as amended.
- G. Donor will recognize the purpose for which the Foundation exists and name an institution, agency, cause or object fostered or supported by the Louisiana Baptist Convention or the Southern Baptist Convention or a Baptist church cooperating with and supporting the Louisiana Baptist Convention to be beneficiary of no less than 20% of distributions from any gift arrangement. Donor is discouraged from naming charitable institutions or organizations that are engaged in a practice or activity contrary to Baptist beliefs and practices.

### II. ENDOWMENTS

- A. Foundation shall maintain and manage the corpus (original contribution and any reinvestment of income) in perpetuity.
- B. As a condition of the donation, Foundation shall distribute the net income derived from the investment of the gift described above, in accordance with the distribution policy approved by its Board of Trustees, at least annually beneficiaries named in Agreement.
- C. Nothing herein shall be construed as creating a trust but is the intent of the parties that this agreement be considered a gift subject to conditions.

### III. DONOR ADVISED FUNDS

- A. Donor and Foundation acknowledge that all laws, rules, and regulations relating to a Donor Advised Fund (Fund) shall regulate and control the administration and operation of the Donor Advised Fund created by the Agreement.
- B. In order to meet any minimum annual distribution that may be required to qualify as a Donor Advised Fund, Donor must notify Foundation no later than December 15<sup>th</sup> of the year in which the distribution is to be made. If a distribution is required and no instructions are received from Donor, Foundation shall make a distribution in the required amount to the Cooperative Program of the Louisiana Baptist Convention.
- C. Donor may, from time to time, give written suggestions to Foundation concerning charitable grants to be made from the Fund.
- D. Recommendations for distributions to charitable beneficiaries from a Donor Advised Fund, by law, are not binding on the Foundation. Foundation will make a good faith effort to inform Donor, in a timely manner, if a selected charitable organization is in conflict or contrary to Baptist beliefs and practices.
- E. Donor has the right to name a Successor Advisor to continue making recommendations for distributions from the Fund. Designation of the Successor Advisor must be in writing to the Executive Director of the Louisiana Baptist Foundation. Any Successor Advisor shall have the right to name a successor to themselves.
- F. Upon the death of Donor or the last appointed Successor Advisor, any remaining balance of the Donor Advised Fund shall be distributed according to the instructions included in the Gift Management Agreement.

### IV. IRA ROLLOVER FUNDS

- A. Donor makes a Qualified Charitable Distribution (QCD) from his/her Individual Retirement Arrangement (IRA) to Foundation under the provisions of federal law that allow a charitable rollover.
- B. If Donor does not choose to maintain the contribution as a permanent endowment, Donor will provide a distribution schedule to disperse the funds to charitable organizations within twenty-four (24) months of the initial rollover contribution.
- C. Upon the death of Donor, any remaining funds will be distributed according to the instructions included in the Gift Management Agreement. If no instructions were included, the Foundation will continue to distribute funds according to the schedule until the account is depleted.

Revised 8/25/2020