

There are several types of charitable bequests. The following are samples of bequest language for you to take to your attorney to create the type of bequest that works best for you. Please consult with your attorney before using this language, to ensure that you use the option that best meets your charitable goals. Feel free to call us if you need any more information, such as the correct name for the Component Part of Greene Giving that you wish to benefit.

## **OUTRIGHT BEQUEST**

*“Option “A allows you to donate money to Greene Giving without strings attached. Greene Giving will use this bequest to help fund projects that serve its general charitable purposes. There are also several Component Parts of Greene Giving that serve narrower charitable purposes. If you would like to support a specific Component Part of Greene Giving, then “Option B” is best for you.*

### 1. OPTION A:

I give to the Greene County Community Foundation, d/b/a Greene Giving, of Xenia, Ohio, \$\_\_\_\_\_, (or\_\_\_\_% of the remainder of my estate). Greene Giving must use this bequest for its general charitable purposes.

### 2. OPTION B:

I give to the Greene County Community Foundation, d/b/a Greene Giving, of Xenia, Ohio, \$\_\_\_\_\_, (or\_\_\_\_% of the remainder of my estate). Greene Giving must use this bequest in support of the \_\_\_\_\_ (*name of Component Part of Greene Giving that you wish to support*). If this purpose can no longer be carried out, Greene Giving must use this bequest for its general charitable purposes, keeping in mind the original intended purpose of this bequest.

## **DONOR ADVISED FUND**

*A donor advised fund is another way to have a say in how Greene Giving uses your charitable bequest. With a donor advised fund, you can choose someone to make periodic grant recommendations to Greene Giving, in order to support organizations and activities that are important to you.*

**1. BEQUEST** I give to the Greene County Community Foundation, d/b/a Greene Giving, of Xenia, Ohio, \$\_\_\_\_\_, (or\_\_\_\_% of the remainder of my estate) to establish the \_\_\_\_\_ Donor Advised Fund (the “Fund”). The Fund is subject to Greene Giving’s guidelines for donor advised accounts.

**2. ADVISORS** I appoint the following people, in the order of priority listed below, to serve as Advisors and make recommendations to Greene Giving's Board as to distributions from the Fund:

(a) \_\_\_\_\_;

(b) \_\_\_\_\_;

(c) \_\_\_\_\_.

**3. PURPOSE** My primary purpose in creating the Fund is (state specific charitable purpose for this Fund).

My Advisors will make recommendations to Greene Giving as to distributions from the Fund with the goal of serving this purpose or other charitable purposes of a similar nature.

### **ENDOWED BEQUEST**

*If you wish to create your own charitable fund that Greene Giving will manage on your behalf, then an endowed bequest may be best for you. Through an endowed bequest, you can direct Greene Giving to use your gift for specific charitable purposes that are important to you – and all acts will be done in the name of your endowment. Endowed bequests are best for substantial charitable contributions that serve a charitable purpose over a long time span.*

**1. BEQUEST.** I give to the Greene County Community Foundation, d/b/a Greene Giving, of Xenia, Ohio, \$\_\_\_\_\_, (or\_\_\_\_% of the remainder of my estate) to establish the \_\_\_\_\_

Endowment (the "Endowment"). Subject to the right of Greene Giving to reject any particular transfer, Greene Giving may receive additional irrevocable transfers of property acceptable to Greene Giving from time to time from any other source to be added to the Endowment, all subject to these provisions. All grants, bequests and devises to this Endowment shall be irrevocable once accepted by Greene Giving.

**2. PURPOSE.** The primary purpose of the Endowment shall be (state specific charitable purpose for this Endowment),

as directed by the Board of Directors for Greene Giving (the "Board") for any and all charitable or other tax-exempt purposes within the meaning of Internal Revenue Code ("Code") sections 170(c)(1) or (2)(B) that are consistent with the tax-exempt purposes of Greene Giving.

**3. DISTRIBUTIONS.** Distributions from the Endowment shall be committed, granted or expended for purposes described in Code section 170(c)(2)(B) to an organization described in sections 509(a)(1), (2) or (3). No distribution shall be made from the Endowment if such distribution will in the judgment of Greene Giving endanger Greene Giving's status under section 501(c)(3) of the Code.

**4. SPECIFIC DISTRIBUTIONS** *\*There are three distribution patterns from which you can choose:*

OPTION A: At the direction of Greene Giving and subject to the terms of this Agreement, each year the Endowment will allocate \_\_% of the value of the Endowment, net of expenses and fees, to be used for the purposes set out in this Agreement.

OPTION B: At the direction of Greene Giving and subject to the terms of this Agreement, each year the Endowment will allocate all of its net income, net of expenses and fees, to be used for the purposes set out in this Agreement.

OPTION C: At the direction of Greene Giving and subject to the terms of this Agreement, each year the Endowment will allocate the greater of \_\_% of the value of the Endowment or its net income, net of expenses and fees, to be used for the purposes set out in this Agreement.

**4. ADMINISTRATIVE PROVISIONS** Notwithstanding anything in this Agreement to the contrary, Greene Giving shall hold the Endowment, and all contributions to the Endowment, subject to the applicable provisions of Ohio Revised Code and Greene Giving's Code of Regulations. The Board shall monitor the distribution of the Endowment, and shall have all powers of modification and removal specified in United States Treasury Regulation Section 1.170A-9(e)(11)(v)(B).

**5. CONDITIONS FOR ACCEPTANCE OF THE ENDOWMENT.** I agree and acknowledge that the establishment of the Endowment is made in recognition of, and subject to, the terms and conditions of Greene Giving's Code of Regulations as from time to time amended, and that the Endowment shall at all times be subject to such terms and conditions, including but not limited to, provisions for: (a) Presumption of my intent; (b) Variance from my direction; (c) Amendments.

**6. CONTINUITY OF THE ENDOWMENT.** The Endowment shall continue so long as assets are available in the Endowment and the purposes in the Endowment can be served by its continuation. If the Endowment is terminated, Greene Giving shall devote any remaining assets in the Endowment exclusively for charitable purposes that: (a) are within the scope of the charitable purposes of the Greene Giving's Code of Regulations and, (b) most nearly approximate, in the good faith opinion of the Board, the original purpose of the Endowment.

**7. NOT A SEPARATE TRUST.** The Endowment shall be a component part of Greene Giving. All money and property in the Endowment shall be held as general assets of Greene Giving and not segregated as trust property of a separate trust.

**8. ACCOUNTING.** The receipts and disbursements of this Endowment shall be accounted for separately and apart from those of other gifts and transfers to Greene Giving.

**9. INVESTMENT OF ENDOWMENTS** Greene Giving shall have all powers necessary, or in its sole discretion desirable, to carry out the purposes of the Endowment, including, but not limited to, the power to retain, invest and reinvest the Endowment.

**10. COSTS OF THE ENDOWMENT.** It is understood and agreed that the Endowment shall share a fair portion of the total investment and administrative costs of Greene Giving. Those costs annually charged against the Endowment shall be determined in accordance with the then current fee schedule identified by Greene Giving as applicable to endowments of this type. Any costs to Greene Giving in accepting, transferring or managing property donated to Greene Giving for the Endowment shall also be paid from the Endowment.