

**OREGON TRAIL COMMUNITY FOUNDATION, INC.  
FUND AGREEMENT**

This Agreement is effective as of the \_th day of “**DATE**” 2022, at Scotts Bluff County, Scottsbluff, Nebraska, between **{FUND}** called "the affiliated organization" and the Oregon Trail Community Foundation, Inc. ("OTCF"), a corporation organized under the nonprofit corporation laws of the State of Nebraska with its principal office located at Railway Office Plaza, 115 W Railway Street, Scottsbluff, Nebraska.

WHEREAS, the parties to this Agreement have a common interest in the welfare of the North Platte Valley and surrounding communities and states, and are serving charitable and educational purposes as well as needs that enhance the mental, intellectual, physical improvement and well-being of the inhabitants as affected and/or effected by state, region, nation, and community, and affiliated organization, and

WHEREAS various interested persons, organizations, and other entities have expressed a desire to establish or contribute to a fund in OTCF which will be used to receive, administer and disburse funds for charitable and educational purposes according to the Articles of Incorporation and By-Laws of OTCF and specifically to promote the objectives of the affiliated organization, and

WHEREAS, affiliated organization is desirous of having the benefits of such a fund;

NOW THEREFORE, in consideration of the mutual covenants contained herein; the parties agree, subject to the Articles of Incorporation and By-Laws of OTCF, as follows:

1. Establishment of Fund. A fund shall be established on the books of OTCF which shall be known as the **{FUND}** ("the Fund").
2. Property of the Fund. The fund shall include the property received herewith, such property as may from time to time be transferred to OTCF for inclusion in the fund, such property as may from time to time be transferred from any other source for inclusion in the fund and accepted by OTCF, and all undistributed income from the foregoing property.
3. Exclusive Ownership. The fund and all property connected with and/or purchased with the fund shall be the sole property of OTCF held by it in its corporate capacity and shall not be deemed a trust fund held by it in a trustee capacity. OTCF shall be the ultimate authority and control over all property in the fund and/or purchased by the fund, and the income derived there from, in accordance with the Articles of Incorporation and By-Laws of OTCF (as they may be amended from time to time), and the terms of this Agreement applied in a manner not inconsistent with said Articles and By-Laws.
4. Designation of Purposes. The Fund shall be used for support of charitable and educational purposes in accordance with the Purposes of OTCF, and specifically to

**{FUND}** as directed by their advisory committee and the OTCF's Board of Directors. The Board will give consideration to the recommendations of the affiliated organization, but such recommendations shall be solely advisory and not binding on OTCF.

5. Distribution of Income. The net income and other distributions of the Fund shall be made as directed by the Board of Directors of OTCF. The Board will give consideration to the recommendations of the affiliated organization, but such recommendations shall be solely advisory and not binding on OTCF.

6. Variance. OTCF agrees that if its Board of Directors proposes to exercise the variance power contained in the Articles of Incorporation of OTCF it shall give written notice of such to the affiliated organization, and give such affiliated organization a reasonable opportunity to show why such variance power should not be exercised. PROVIDED HOWEVER, that no notice is required if OTCF becomes aware of any other action instituted or proposed by any person to vary the purposes, uses or methods of administration of the Fund.

7. Fees and Type of Fund. OTCF has identified itself as a provider of services to the following types of funds. By mutual agreement it has been determined that **{FUND}** is the type of fund as indicated below:

\_\_\_\_\_ Special Project  
\_\_\_\_\_ Long Term Endowment  
\_\_\_\_\_ Donor Directed

\_\_\_\_\_ Operating Fund  
\_\_\_\_\_ Pass Through

8. Definition and Construction. All terms in this agreement which have a special definition under the Internal Revenue Code shall be interpreted in accordance with such IRC definition. It is intended that the Fund shall be part of the OTCF and that nothing in this Agreement shall affect the status of OTCF as an entity which is a qualified charitable organization. This Agreement shall be interpreted in a manner consistent with such intention and so as to conform to the requirements of the Internal Revenue Code and any regulations issued pursuant thereto applicable to the intended status of OTCF.

IN WITNESS WHEREOF, each party hereto has executed this Agreement by its duly authorized officers effective as of the day and year first above written.

**OREGON TRAIL COMMUNITY FOUNDATION, INC.**

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Richard Tuggle, President

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Date

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(Authorized Signature)

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Title & Date