

The logo for the Community Foundation of the Florida Keys features a blue rectangular background with a vertical lime green bar on the left side. The text "COMMUNITY FOUNDATION OF THE FLORIDA KEYS" is written in white, uppercase, sans-serif font across the blue area.

COMMUNITY FOUNDATION OF THE FLORIDA KEYS

AGREEMENT TO ESTABLISH THE **Music With Heart's Feed Our Kids Fund**

The purpose of this agreement is to establish a non-endowed, pass-through fiscal sponsorship fund, a component fund (the "Fund") of the Community Foundation of the Florida Keys ("the Community Foundation") to be held and administered as follows:

I. FUND NAME

The Fund shall be known as the **Music with Heart's Feed Our Kids Fund**.

2. PURPOSE

To accept donations on behalf of Music With Heart's Masquerade Ball to Feed Our Kids that will be held in the spring of 2026 in Key West. Proceeds from the event will go to support area nonprofit organizations that are actively involved in addressing food insecurity issues for children primarily in the Lower Keys and Key West.

At its meeting on August 21, 2025, the Community Foundation's Board of Governors decided that support of this event would further the Foundation's tax-exempt purposes. This agreement creates a restricted fund designated to this project.

3. INVESTMENT OF FUND ASSETS

All assets of the Fund will be held in the Community Foundation's Money Market account with any interest earned credited to the Fund.

All contributions made to the Community Foundation become assets of the Foundation. Contributions are governed by the Community Foundation's Articles of Incorporation and By-laws, as amended from time to time. The Community Foundation reserves the right to review and approve all contributions. Donors may add to the Fund at any time using a variety of assets, including cash, securities, restricted stock, and real estate.

4. FOUNDING DONOR ("THE DONOR")

Name: Music with Heart, a 501(c)(3) organization
Contact: Kim Gordon
Phone: (305) 619-1678
Email: expert@smallbusinessnow.com
Address: 385 South Point Drive, Sugarloaf Key, FL 33042

5. DONOR ROLE

The Donor shall use the Fund solely for the aforementioned Masquerade Ball to Feed Our Kids. Any purposes for which funds are spent must be approved in writing by the Foundation before implementation. If the Donor breaches this Agreement, or if the Donor's conduct of the project jeopardizes the Foundation's legal or tax status, the Foundation may withhold, withdraw, or demand immediate return of funds. Any tangible or intangible property, including copyrights, obtained or created by the Donor as part of this project shall remain the property of the Donor.

The Donor may solicit gifts, contributions and grants to the Foundation, earmarked for the Foundation's restricted fund for this project. The Donor's choice of funding sources to be approached and the text of Donor's fundraising and marketing materials are subject to the Foundation's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support this project via the Foundation's restricted fund shall be executed by the Foundation. The cost of any reports or other compliance measures required by such funding sources shall be borne by Donor.

Nothing in this Agreement shall constitute the naming of the Donor as an agent or legal representative of the Community Foundation for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and the Donor shall make no such representation to anyone.

This Fund and project are not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Community Foundation and the Donor.

The Donor shall not use any portion of the funds granted to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

The Donor shall allow the Community Foundation to review and approve the content of any proposed publicity concerning the sponsored project prior to its release and recognize the Foundation in all publicity materials related to the funded project or program.

The Donor shall allow the Community Foundation to include information about this project and Fund in the Community Foundation's public reports, newsletter, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of financial support provided to the project, any photographs provided to the Community Foundation, any logo or trademark belonging to the project, and other information about the project.

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6. COMMUNITY FOUNDATION ROLE

The Community Foundation will provide accounting for and administration of the Fund, including gift processing and providing gift acknowledgments to donors. As the Donor may be providing tangible goods or services to donors through ticket sales, it is the Donor's responsibility to provide the fair market value of services to the Foundation for charitable reporting purposes prior to sales commencing. With reasonable advance notice, the Community Foundation will, on request, provide the Donor with a list of donors to the Fund, or the Donor may access the list through the online Fund portal. The Community Foundation will not provide any additional services related to the Fund or project.

7. FEES

It is understood that the Fund is charged an administrative fee by the Community Foundation. The Community Foundation will charge a 3% pass-through fee to cover its operational costs as well as the costs of its many educational, philanthropic and charitable programs in the Florida Keys. Fees may change as determined by the Foundation's Board of Trustees. Any costs and expenses incurred by the Community Foundation in accepting, transferring, or managing property donated to the Community Foundation for the Fund, including credit card fees and, without limitation, the Community Foundation's costs and expenses (including reasonable legal fees) of any claim or proceeding with respect to the Fund in which the Community Foundation is the prevailing party, also shall be paid from the Fund.

8. GRANT DISTRIBUTIONS

The Community Foundation will grant all amounts that it may deposit to that Fund, less any administrative charges and expenses, to **Music with Heart**. The Donor may submit recommendations regarding the timing of distributions to be made from the Fund. These recommendations will be given careful and thoughtful attention. It is understood that these suggestions will not be binding on the Board. In accordance with applicable Treasury Regulations, the Board of Governors of the Foundation shall have the variance power as set forth in tax regulations I. I 70A-9(e)(11)(V)(B), (C), and (D) and retains final authority over all distributions made by the Foundation. The Donor will be the sole signer on this Fund. Decisions about distributions are then made by the Board in accordance with the Purpose of the Fund.

Grants from the Fund will not be made to pay dues for membership of an individual in an organization, or to discharge or satisfy a legally enforceable obligation or personal pledge that has been made by the donor or any other individual or organization.

9. GOVERNANCE

It is intended that the Fund shall be a component fund of the Community Foundation and not a separate trust; furthermore, nothing in this agreement shall affect the status of the Community Foundation as an entity that is a qualified charitable Agency. This agreement shall be interpreted in a manner consistent with this intention so as to conform to the requirements of the Internal Revenue

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Code and any regulations issued pursuant thereto applicable to the intended status of the Community Foundation. The Fund is protected from obsolescence. The Fund shall be held and administered subject to the provisions of the Community Foundation's Articles of Incorporation and By-Laws as presently in effect or as each may from time to time be amended, including those provisions that may permit the Board to amend, modify or vary any of the purposes, directions, restrictions or conditions set forth herein. However, the Community Foundation does not anticipate exercising such authority unless, in the sole judgment of the Board of Trustees, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community area served.

The Fund created by this Agreement shall be administered in and under the laws of the State of Florida, and this Agreement and the validity thereof shall be governed by and construed in accordance with the laws of the State of Florida.

This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

I/WE HEREBY AGREE to and accept the terms of this agreement and the related policies governing donor advised funds and acknowledge that contributions, including future contributions transferred to the Fund, are absolute and irrevocable.

Signed this _____ day of _____, 2025

By: 
Kim T. Gordon (Oct 23, 2025 10:33:36 EDT)

Kim Gordon
Executive Director, Founder
Music with Heart

Accepted as of the date set forth above

By: 
Elizabeth Brown (Oct 23, 2025 14:12:31 EDT)

Elizabeth Brown
President and CEO
Community Foundation of the Florida Keys

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