

APPLICATION FOR ESTABLISHING A FAMILY FOUNDATION & REGISTRATION FOR THE STEWARDSHIP INSTITUTE ACADEMY

THE STEWARDSHIP INSTITUTE makes it simple for establishing a Private Family Foundation. Simply begin by signing the attached education agreement and application and provide the following information:

1. Who do you want to be on the Board of Trustees (we advise **at least 2**). Print the names of the Foundation Trustees below: Please add the relationship of each trustee to the Founder.

2. What do you and your family members want to name the foundation? Print the desired name below:

3. What is the name of the individual(s) or entity that is the founder of the Family Foundation? Print the name(s) below:

4. IRS authorization for obtaining your Private Foundation EIN#.

By signing this agreement, you acknowledge on behalf of yourself and the Family Foundation that you have read, understand, and agree to the terms of the enclosed Agreement for Family Foundation Creation and Attendance at *The Stewardship Institute Academy*.

A deposit of \$7,500 is required with the application before the application can be considered by the Board of Trustees of the Stewardship Institute. The deposit is TSI's authorization for funding the creation of Foundation documents on behalf of the Foundation and is **non-refundable**.

Founder's Signature

Date

Print or type Founder's Name

Address

City

State

Zip

County

Shaun Clearwater

TSI Representative

916-209-0941

sclearwater@thestewardshipinstitute.com

PO Box 22, Wheatland, CA 95692



AGREEMENT FOR FAMILY FOUNDATION CREATION & THE STEWARDSHIP INSTITUTE ACADEMY TRAINING

Agreement Terms

This Agreement for Establishing a Family Foundation and Attendance at the Stewardship Workshop (this "Agreement") is entered into as of the date set forth on page 1 between The Stewardship Institute ("TSI"), the person whose name appears as "Founder" in the signature block on page 1 ("you" or "Founder"), and the Foundation (as defined below).

1. The Stewardship Institute Academy

TSI will provide all necessary paperwork and training required to establish a Family Charitable Foundation. The Family Foundation that you create will be a 501(a) charitable trust. TSI will provide the following services throughout the life of your Foundation: Periodic updates, tips, and alerts through the Family Foundation Forum, and membership in the Foundation Community Website.

2. Payment

In exchange for developing your Family Foundation and training you to create and manage your Family Foundation, you agree to pay TSI the current published fee. A good faith deposit of \$7,500.00, made payable to The Stewardship Institute will be submitted with this application to secure registration. Upon approval, you will assure that any balance of the tuition is received by TSI no later than registration at a workshop. All payments will be in the form of cashier's checks or other guaranteed financial instruments made payable to The Stewardship Institute. Credit cards are also acceptable for payment of any fees. Charitable Trusts, like any other charitable organization, may have tax filing requirements imposed by local, state and federal agencies.

3. Additional Services

You may request and/or TSI may suggest services in addition to those described above that may be of use to your Foundation. You are not obligated to use (and TSI is not obligated to provide) any additional services, and any costs of such services will be determined by the provider.

4. Terms of Agreement

TSI anticipates a long term relationship that will allow you to meet your financial and charitable goals. Accordingly TSI stands behind the training and services we provide. In return, you agree that you are applying for enrollment in an educational program and that this application will be submitted to a Board for consideration.

5. Your Responsibilities

You agree to cooperate with or without The Stewardship Institute's assistance in abiding by all rules and regulations regarding private Family grant-making Foundations. You understand that currently this means that none of the assets of your Foundation may ever be used for personal gain. Rather, all of the assets are ultimately to be used to advance legitimate charitable ends and all grants are to be made to charities as defined in Section 501(c)(3) of the Internal Revenue Code and the regulations promulgated thereunder. You further understand that you cannot enter into any financial transaction with your Foundation other than making a gift, donation or contribution to your Foundation (e.g. no leases, purchases or sales of assets, co-ownership of assets, maintaining excess business holdings, etc.). Also, you are not allowed to benefit personally from any grant made to a charity.

You agree to satisfy at least the minimum mandatory distribution amount each year from your Foundation.

You will maintain complete investment control over the assets in your Foundation, and you agree to exercise ordinary business care and prudence as to those investments. Your Foundation will be responsible for any and all excise or other taxes levied on it by any authority.

6. Agreement

This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supercedes any and all prior or contemporaneous oral or written communications with respect to such subject matter, all of which are merged herein. This agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by you, your Foundation, and TSI. If any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement (including, without limitation, any enforceable part of such provision) shall remain valid and enforceable according to its

terms. This Agreement shall be construed and enforced in accordance with the internal laws of the state of Utah applicable to contracts wholly entered into and performed in Utah by residents thereof. Any action or proceeding brought by any party to this Agreement against another party to this Agreement arising out of or related to this Agreement shall be brought in a state or federal court of competent jurisdiction located in the county of Utah, state of Utah, and each party hereby submits to the in persona jurisdiction of such courts for purposes of any such action or proceeding.

Application Instructions

Question 1: Selecting Trustees for Your Family Foundation

The Board of Trustees has legal control over the Foundation. You need at least two persons, who can be you, your spouse, or family members. You may have as many as you wish. Typically, founders select themselves, their spouse and one or more children. You can add additional trustees later if you want to. Please print legibly the names of at least two persons whom you would like to be trustees. If there is not enough room on the form, you may include an additional sheet with additional names.

Question 2: Naming Your Foundation

You can name your Family Foundation anything you want. Typically, founders name their Foundations after themselves (e.g. the Peter Smith Foundation), themselves and their spouse (e.g. the Molly and Peter Smith Foundation), or their family name (e.g. the Smith Foundation). Remember your Foundation is a legal trust entity.

Question 3: Attending the TSI Academy

In order to create and establish your Family Foundation you will need to attend the workshop that is most convenient for you. The dates are indicated by the provided schedule. Indicate the choice of date and the names of family members attending.

Question 4: The Person(s) or Entity that is The Founder of the Foundation

The Founder is considered the creator and the initial grantor of the Foundation. The Founder can be a natural person or a legal entity. Indicate the name of the Founder on this line.

Question 5: Authorize the Third Party

If a third party designee is completing the online application on behalf of the taxpayer, the taxpayer must authorize the third party to apply for and receive the EIN# on his or her behalf, according to the process below:

1. The taxpayer must sign a completed Form SS-4 (Application for Employer Identification Number), including the third party designee section, prior to the third party making the online application. A copy of the signed Form SS-4 must be retained in the third party's files.
2. The taxpayer must read and sign a statement that he/she understands that he/she is authorizing the third party to apply for and receive the EIN# on his other behalf, and to answer questions about completing of the form. A copy of the signed statement must be retained in the third party's files.
3. The assigned EIN# will be disclosed to the third party upon successful completion of the online application.
4. The taxpayer will receive a computer generated notice from the IRS stating that the EIN# was assigned.
5. Sign and add Social Security Number to application.