

**THE CATHOLIC COMMUNITY FOUNDATION OF THE DIOCESE OF RICHMOND  
CEMETERY PERPETUAL CARE AGREEMENT**

**Temporarily Restricted Fund** Cemetery Perpetual Care Fund



**THIS AGREEMENT**, made at Richmond, Virginia, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between THE CATHOLIC COMMUNITY FOUNDATION OF THE DIOCESE OF RICHMOND ("the Foundation"), 7800 Carousel Lane, Richmond, Virginia 23294, and \_\_\_\_\_, a cemetery of the Catholic Diocese of Richmond.

**WITNESSETH:**

**I. CREATION OF THE FUND:**

There is hereby created the \_\_\_\_\_ Cemetery Perpetual Care Fund ("the Fund")  
(fund name)  
to receive, hold, manage and administer contributions and funds to support the \_\_\_\_\_  
(fund purpose)

The Foundation shall hold the assets, together with any additions thereto, and shall invest and reinvest the same and shall distribute income as hereinafter set forth. As a temporarily restricted fund, the principal of the Fund, any subsequent gifts thereto, and any investment income shall be used for this Fund's donor-imposed purpose.

**II. INVESTMENT OF FUNDS:**

The assets of the Fund may be invested in common with other funds of the Foundation, but separate records shall be kept of the assets, and its investment income, losses, future additions, if any, and disbursements. The assets of the Fund shall be invested at the discretion of the Board of Directors of the Foundation, in accordance with Foundation's by-laws and investment policy in order to generate income.

**III. WITHDRAWAL FROM THE FUND:**

The Foundation is authorized to distribute the assets of the Fund for the purposes for which the Fund was created in accordance with the Foundation's spending policy. Any net income not distributed shall remain Temporarily Restricted and as such, may be withdrawn for purposes consistent with which the Fund was established.

**IV. FEES FOR MANAGING CHARITABLE FUNDS:**

The Fund will pay an annual fee for the general support of the Foundation to advance its charitable mission. Fees are based upon the Foundation's policy on general support for a temporarily restricted fund and the percentages are based upon the fund's trailing three-year average asset value calculated as of December 31, of the prior year. A copy of the policy is attached hereto.

**V. CHANGE IN CIRCUMSTANCES:**

If, due to a change in circumstances not anticipated by the Donor(s)/Patron(s), it becomes impractical or wasteful to fulfill the intentions of the Donor(s)/Patron(s) as described herein, a modification may be made, such modification to the extent practicable, shall be in accordance with the Donor's(s')/Patron's(s') probable intentions. Any modification may not allow the Fund to be used for a purpose other than a charitable purpose of the Foundation.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**WITNESS:**

**The Catholic Community Foundation  
of the Diocese of Richmond**

\_\_\_\_\_  
Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Date

**WITNESS:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Board of Directors

\_\_\_\_\_  
Date