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## LEGAL NOTE

**Please sign & return to NHF after your Foundation application has been accepted. This Legal Note must be signed and returned to NHF in order for your foundation to be finally approved and authorized to commence operations. NHF relies on your promise to adhere to the following provisions.**

Please be sure you **fully understand** each of these provisions, which are critical to the successful operation of your foundation, as well as the protection of NHF. If you have any questions, please let us know.

Your signature below signifies that you fully understand and shall comply with each of the following provisions:

1. Other than specifically authorized employees of NHF, no person is authorized to open any bank accounts, investment accounts, credit cards, merchant accounts, securities accounts, vendor accounts, trade accounts or any account whatsoever in the name of any foundation at NHF and/or in the name of NHF. Additionally, signatories on approved accounts must at all times be current authorized employees of NHF. The federal tax identification number of NHF must be on all accounts.

I understand that I must not open any account of any type in the name of my foundation or in the name of NHF.

2. Other than specifically authorized employees of NHF, no person is authorized to cause any foundation at NHF and/or NHF to enter into any contract, lease, property rental, purchase order, loan, extension of credit on account and/or any other oral or written agreement which may subject any foundation at NHF and/or NHF to monetary or non-monetary liability, obligation, or indebtedness of any type.

I understand that I must not enter into any agreement or take any action of any type which may expose any foundation at NHF and/or NHF to liability. If I believe a lease or purchase is needed in connection with the work of my foundation, I shall explain my reasons in writing and request NHF to authorize the proposed lease or purchase. I will make it clear to any potential lessor, seller, vendor or other person that only specifically authorized employees of NHF have power to enter into a binding commitment—and then only to the extent of available funds allocated to my foundation at NHF (and not the general assets of NHF). I further understand that the commitment must be (a) in writing and (b) limit the remedy of the lessor, seller, vendor, or other person to the funds allocated to my foundation at NHF.

3. Other than specifically authorized employees of NHF, no person is authorized to award any scholarship or make any grants from the funds allocated to any foundation at NHF. I may make recommendations to NHF as to scholarships or grants, but only NHF can make the final decision and issue the funds.

I will make it clear to potential scholarship/grant/aid recipients that only NHF has the authority to award any proposed scholarship or grant—and then only to the extent of available funds allocated to my foundation at NHF (and not the general assets of NHF). I further understand that the commitment must be terminable at the sole discretion of NHF.

4. Only approved activities consistent with the tax-exempt purposes of NHF are permitted within the auspices of a foundation at NHF. This means that no "for-profit," business, or commercial activity may be conducted by a foundation at NHF, which is a non-profit publicly supported charity.

5. I will not represent to any person that I am an agent, independent contractor, or employee of NHF unless NHF in writing has designated me as such and set forth the course and scope of my duties.

6. I will not cause NHF to be exposed to any liability for injuries or damages as a result of any: (a) negligent act or omission by me or any person related to me or subject to my direction or control; (b) breach of statute, ordinance, or regulation by me or any person related to me or subject to my direction or control; or (c) other wrongful act or omission by me or any person related to me or subject to my direction or control.

I will disclose to NHF all proposed activities of my foundation so that NHF's insurance advisor may determine whether special insurance policies or riders to existing policies are warranted.

7. Establishing a foundation at NHF neither results in nor guarantees employment by NHF. IRS rules prohibit any charitable contribution deduction if there is a bargained for consideration, sometimes called a "quid pro quo." NHF will consider carefully any proposal for services and compensation thereof to carry out the mission of the foundation. However, federal law prohibits NHF from offering any assurance that the proposal or the terms and conditions thereof will be accepted. Accordingly, the contribution to establish the foundation does not result in any express or implied agreement as to compensation, etc. The decision to pay compensation, the rate, duration, and all terms and conditions thereof, is vested exclusively at all times in the absolute discretion of NHF. Any offer (either as an employee or independent contractor) which NHF may make results in an "at will" relationship, which means either party may terminate the relationship at any time, with or without "cause."

8. I realize that if I fail to adhere to any of the provisions set forth above, I may cause NHF to be exposed to liability, to incur federal corporate income tax for unrelated business taxable income, and/or be subject to legal fees and litigation expenses. Therefore, I agree to reimburse NHF for all liability, costs, taxes, damages, and expenses to which it may be subject as a result of a breach by me of any of the provisions set forth above. Moreover, I agree to pay the legal fees and litigation expenses of NHF which are incurred by it either (a) in defending against any claim or matter which arises from or is related, directly or indirectly, to any breach by me of the above provisions or (b) in enforcing such provisions against me, in equity or in law.

My signature below verifies that I have read, understand, and will comply with the above policies.

Signed: Foundation Director: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Foundation: \_\_\_\_\_ Fdn Acct #: \_\_\_\_\_

Dated: \_\_\_\_\_

Witnessed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_