

SHORT-TERM FUNDS MANAGEMENT AGREEMENT

This agreement is between _____, a Hawaii religious organization, herein referred to as “Church”, and the **Hawaii Baptist Foundation**, a Hawaii not-for-profit religious and charitable corporation, herein referred to as “Foundation”.

1. This Agreement is established for the purpose of providing short-term investment services for the Church. The term of the agreement is one year and must be renewed annually by written agreement signed by both parties before the current term expires.
2. To accomplish the purposes of this Agreement, the Foundation hereby agrees to administer a fund to be known as the “ _____ ”, hereafter referred to as “Fund”.
3. The ownership and control of the Fund will remain with the Church. The monies of the Fund are held by the Foundation in a custodial capacity only for investment purposes and not as a trust.
4. The monies of the Fund will be invested in a money market fund.
5. The Church may withdraw all or any part of the balance in the Fund at the end of any calendar month upon fourteen (14) days’ notice given to the Foundation, or at such other time as is agreeable to the parties of this agreement.
6. The Foundation will invest the funds as of the first day of the month following receipt of the funds provided that the funds are received by the Foundation by the 15th of the month. If the funds are received after the 15th of the month, the Foundation will invest the funds as of the first day of the second month following receipt of the funds or earlier if practicable.
7. The Foundation agrees that the money market fund selected will preserve principal, but does not guarantee the Fund will generate income, and the Foundation shall incur no liability in any case except for its own willful misconduct or gross negligence.
8. The Church understands that risks are inherent in securities investments and confirms that it bears the risk of loss of monies placed in the custody of the Foundation. The Church understands that the investments are not insured other than by customary insurance maintained by Charles Schwab, the investment bank that maintains custody of the funds.
9. The Foundation shall render to the Church an accounting of the Fund on a periodic basis, usually monthly, unless otherwise requested by the Church.
10. Hawaii Baptist Foundation will not charge a fee for this service but may do so in the future.

11. The Church or Foundation may terminate this agreement at the end of any calendar month upon 30 days' notice. Upon termination of this Agreement without entering into an alternative agreement, the Foundation shall distribute to the Church all the assets of the Fund.
12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Hawaii.
13. This Agreement supersedes any prior short-term funds management agreements and constitutes the entire agreement of the parties and can be amended only by a written document signed by the parties.

Dated this _____ day of _____, 20____

Authorized Signers for CHURCH:

Signature

Print Name

Title

Signature

Print Name

Title

Authorized Signers for FOUNDATION:

Signature

Print Name

Title

Signature

Print Name

Title