

INVESTMENT AGREEMENT

PARTIES: Oregon Fire Chiefs Foundation ("Foundation")
25030 SW Parkway Ave. Suite 330
Wilsonville, OR 97070

Investment Partner _____

EFFECTIVE DATE:

BACKGROUND AND PARTIES' INTENTIONS:

1. The Foundation is a nonprofit corporation under the state laws of Oregon and federal laws IRS 501 c (3).
2. Investment Partner wishes to deposit with the Foundation residual funds investment under the terms and conditions described in this agreement.

AGREEMENT:

In consideration for the mutual promises and undertakings contained in this agreement, and for other valuable consideration, the parties agree as follows:

1. **Advisory Board.** The Foundation has appointed the following people as the Advisory Board for Investment Policy:

OFCF Board of Directors
2. Investment Partner agrees that this is an on-going placement of residual funds, to be invested by the Foundation as it deems appropriate. Funds may be disbursed to the Investment Partner not more than four times per year. Requests for disbursement of funds require at least 30 days advance notice to the Foundation Staff.

3. **Reporting.** The Foundation Staff will provide a report on Fund earnings and balance to the Advisory Board at scheduled Foundation Board meetings. The Investment Partner will be provided with a report quarterly.
4. **Employer Identification Number.** Investment Partner and its agents may, use the EIN of the Foundation. It agrees to have all donations and other gross receipts addressed to and delivered to the Foundation.
5. **Hold Harmless.** Investment Partner or, if Investment Partner is not a legal entity, the Advisory Board, agrees to indemnify and hold harmless Foundation from any claim, loss, damage or liability associated with any unapproved deviations from the Investment Agreement or from any action not contemplated by the investment agreement whether or not associated with the investment undertaken by Investment Partner or its agents.
6. **No Partnership.** No partnership or joint venture is intended by this Investment Agreement or the investment it contemplates. They do not intend to be partners with each other, or partners with any third party. To the extent that either Foundation or Investment Partner, by word or action, represents to another person that either Foundation or Investment Partner is a partner or that the collaborative investment is a partnership, the party making such wrongful representation will be liable to the other party who incurs personal liability by reason of such representation.
7. **Administration and Accounting.** Foundation will provide administration and accounting for the deposited funds including: (1) receiving and managing gross receipts; (2) making disbursements (3) maintaining records with respect to donors, donations, and activities as provided by Investment Partner; and (4) reporting the activities associated with the funds for tax and other regulatory purposes.
8. **Records.** Investment Partner and Advisory Board agree to maintain records of all fund activities and business for a period of six (6) years from the conclusion of the deposit, and to make such records available to Foundation upon request.
9. **Administrative Fee.** The Foundation annually will charge an administrative fee of ten percent (10%) of gross earnings received by the Foundation associated with the investment.
10. **Application of Oregon Law.** This agreement, and its application and interpretation, is to be governed exclusively by its terms and by the laws of Oregon.
11. **Construction.** Whenever the singular number is used in this agreement and when

- required by the context, the same will include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.
12. **Counterparts.** This agreement may be executed in counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.
 13. **Execution of Additional Instruments.** Foundation and Investment Partner hereby agree to execute such other and further documents and instruments necessary to comply with any laws, rules or regulations.
 14. **Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and promises contained in this agreement will be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
 15. **Mediation.** Any dispute between Foundation and Investment Partner concerning this agreement must first be submitted to a process of mediation with a qualified mediator acceptable to the parties involved. If the parties cannot agree upon a mediator, they will each appoint a mediator and those two will choose a third mediator, who will conduct the mediation for the dispute. The parties agree to engage in good faith for a reasonable period of mediation (as determined by the mediator). Any party may provide written notice to the other party of a request for mediation under this section. Within thirty (30) days of such notice, the parties must engage in the mediation process. In the case of a conflict involving Foundation and Investment Partner, the costs of mediation will be borne equally by each party.
 16. **Arbitration.** Any dispute between the parties concerning this agreement that cannot be resolved through mediation must be settled by arbitration before a single arbitrator, using the rules of commercial arbitration of Arbitration Services of Portland, subject to the provisions of this paragraph. Arbitration will occur in Eugene, Oregon. Either party may initiate arbitration by providing to the other party a request for arbitration along with a list of three (3) available arbitrators. The party receiving the request must choose one arbitrator from the list within fifteen (15) days of the date of the request; if no choice is made during that time, the party requesting arbitration may choose one arbitrator from the list, who shall conduct the arbitration. The arbitrator must conduct all proceedings and render a decision within sixty (60) days of appointment. The parties will be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure just and efficient resolution of the dispute. The arbitrator's decision must include a statement specifying in reasonable detail the basis for and computation of the amount of the award, if any. The arbitrator's decision will be final, subject only to the right of appeal provided in ORS 36.355, with the additional

ground for exception that the arbitrator misapplied the law. A party substantially prevailing in the arbitration will also be entitled to recover such amount for costs and attorney fees incurred in connection with the arbitration, including any and all appeals to Circuit Court and to the appellate courts, as is determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. Nothing in this agreement, however, will prevent a party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

17. **Attorney Fees.** In the event arbitration is instituted to enforce or determine the parties' rights in connection with this agreement or duties arising out of the terms of this agreement or the parties' relationship or a suit or action permitted by this agreement is brought, the prevailing party will be entitled to recover from the losing party reasonable attorney fees incurred in such proceeding. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including the court which hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees incurred in such confirmation proceedings).

18. **Entire Agreement.** This agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter of this agreement.

OREGON FIRE CHIEFS FOUNDATION

By: _____
OFC Foundation President

Date: _____

By: _____
Investment Partner

Date: _____

By: _____

Date: _____