

The following document is AN EXAMPLE ONLY, intended to help you better understand the kind of provisions typically included in this type of agreement. It is not intended as a substitute for consulting with an experienced attorney and receiving legal advice based on the facts and circumstances of a particular case. It also does not necessarily represent the only possible way to structure the business relationship or the range of deal terms that might be available in a particular situation.

It is important to remember that just as every transaction is unique, so is the proper structure of the agreement documenting that transaction. Rarely does a so-called “standard” or “boilerplate” legal form fit the particular needs of the parties to a transaction. When a party says their contract is “standard” what they usually mean is that it is in a format that they are accustomed to using. There is some value in starting from a common ground, but never assume that a “standard” contract is not negotiable. It is all too common for parties to employ a “standard” form agreement without carefully considering the implications of its terms or its failure to address critical issues until a dispute arises. There are those who believe that the process of negotiating the terms of agreements is tedious and is a waste of time and money – they often try to cut corners by employing “standard” forms. However, in our experience the process of careful drafting and thorough negotiation is as valuable (or more so) than the final product. Those who take the time to clearly discuss their expectations, and to memorialize those expectations in a written agreement, forge stronger relationships and are much less likely to find themselves in a dispute later on.

ARTICLES OF INCORPORATION OF MINNESOTA NONPROFIT

The undersigned incorporator is an individual 18 years of age or older and adopts the following articles of incorporation to form a nonprofit corporation pursuant to Minnesota Statutes, Chapter 317A.

ARTICLE I NAME

The name of this corporation shall be MINNESOTA NONPROFIT.

ARTICLE II REGISTERED OFFICE ADDRESS

The place in Minnesota where the principal office of the corporation is to be located is:

ARTICLE III PURPOSE

This corporation is organized exclusively for charitable, scientific and educational purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

The purpose of this corporation is: _____

ARTICLE IV EXEMPTION REQUIREMENTS

At all times the following shall operate as conditions restricting the operations and activities of the corporation.

1. No part of the net earnings of the organization shall inure to the benefit of, or be distributed to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in the purpose clause hereof.
2. No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for political office.
3. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future code, or by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future tax code.

ARTICLE MEMBERSHIP/BOARD OF DIRECTORS

This corporation shall have members. The eligibility, rights and obligations of the members shall be determined by the organization's bylaws.

The management of the affairs of the organization shall be vested in a board of directors, as defined by the

corporation's bylaws. No director shall have any right, title or interest in or to any property of this corporation.

The number of directors constituting the initial board of directors is ____; their names and addresses are as follows:

Members of the initial board of directors shall serve until the first annual meeting, at which their successors will be duly elected and qualified, or removed as provided in the bylaws.

ARTICLE VI
PERSONAL LIABILITY

No member, officer, or director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the members, officers, or directors be subject to the payment of the debts or obligations of this corporation.

ARTICLE VII
DURATION/DISSOLUTION

The duration of the corporate existence shall be perpetual until dissolution.

Upon the dissolution of the organization, assets of the corporation shall be distributed for one or more exempt purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE VIII
INCORPORATOR

In witness whereof, the undersigned has hereunto subscribed his name for the purpose of forming the corporation under the laws of the State of Minnesota and certifies that he executed these Articles of Incorporation on _____, 200_.

Incorporator

Document prepared by:

LEHMANN STROBEL PLC
577 North School Lane
Lancaster, PA 17603
(717) 397-3210