

DONOR ADVISED FUND AGREEMENT



4950 Murphy Canyon Rd, San Diego, Ca 92123
ph: 858-279-2740 • fax: 858-279-6105
www.jcsandiego.org • info@jcsandiego.org

Date _____

A. Name of Fund _____

New Fund Updated Fund

B. Fund Advisor Information

Each Fund Advisor may act independently

OR

Fund Advisors must act jointly *

Fund Advisor Name _____ Fund Advisor Name _____

Address _____ Address _____

City, State, Zip _____ City, State, Zip _____

Home Phone _____ Home Phone _____

Business Phone _____ Business Phone _____

Cell Phone _____ Cell Phone _____

Email Address _____ Email Address _____

Online Access to Fund yes no Online Access to Fund yes no

Birthdate _____ Birthdate _____

* For three or more Fund Advisors, each Fund Advisor may act independently OR Fund Advisors must act by majority

C. Fund Succession

Upon the death or disability of all advisors or _____ :

_____% Fund assets to be transferred to the _____ Endowment Fund of the Jewish Community Foundation.

_____% Fund assets to be transferred to form an Endowment Fund to support _____. (Separate document applies.)

_____% Fund assets to be transferred to the following community organization(s):

% _____ to
Organization Name _____

Designated Program _____

Address _____

City, State, Zip _____

Phone _____

% _____ to
Organization Name _____

Designated Program _____

Address _____

City, State, Zip _____

Phone _____

C. Fund Succession (continued)

I/we appoint the following successor advisors

_____% Fund assets to be retained in the fund and each successor may act independently.

_____% Fund assets to be retained in the fund and all successors must act jointly; or _____% must act by majority.

_____% Fund assets to be divided equally to establish separate funds for each successor.

Successor Name _____ Relationship _____ Address _____ City, State, Zip _____ Phone / Type _____ Email Address _____ Birthdate _____	Successor Name _____ Relationship _____ Address _____ City, State, Zip _____ Phone / Type _____ Email Address _____ Birthdate _____
.....	
Successor Name _____ Relationship _____ Address _____ City, State, Zip _____ Phone / Type _____ Email Address _____ Birthdate _____	Successor Name _____ Relationship _____ Address _____ City, State, Zip _____ Phone / Type _____ Email Address _____ Birthdate _____

_____% Other _____

In the event there are no named successor advisors able and willing to serve, fund assets shall be transferred to the Jewish Community Foundation for its unrestricted use.

D. Interested Parties

You may authorize your assistant, accountant, tax advisor or other person to obtain information about the fund. Please select which privileges you would like to extend.

Name _____ Relationship _____ Address _____ City, State, Zip _____ Phone / Type _____ Email Address _____	Name _____ Relationship _____ Address _____ City, State, Zip _____ Phone / Type _____ Email Address _____
Online Access to Fund <input type="checkbox"/> yes <input type="checkbox"/> no Submit grant recommendations <input type="checkbox"/> yes <input type="checkbox"/> no Obtain confidential fund information <input type="checkbox"/> yes <input type="checkbox"/> no Receive statements <input type="checkbox"/> yes <input type="checkbox"/> no	Online Access to Fund <input type="checkbox"/> yes <input type="checkbox"/> no Submit grant recommendations <input type="checkbox"/> yes <input type="checkbox"/> no Obtain confidential fund information <input type="checkbox"/> yes <input type="checkbox"/> no Receive statements <input type="checkbox"/> yes <input type="checkbox"/> no

E. Charitable Interest Areas

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Jewish Identity | <input type="checkbox"/> Education | <input type="checkbox"/> Environment | <input type="checkbox"/> Disaster Relief & Preparedness |
| <input type="checkbox"/> Israel | <input type="checkbox"/> Health | <input type="checkbox"/> Animal Related | <input type="checkbox"/> Social Action & Civic Engagement |
| <input type="checkbox"/> Religious/Spiritual, Other | <input type="checkbox"/> Arts and Culture | <input type="checkbox"/> Social Services | <input type="checkbox"/> Other _____ |

Initials _____

F. Recognition and Publicity

When sending grants to organizations, please use:

- My/Our name with my/our address.
- My/Our name with the Foundation address.
- I/We prefer grants to be sent anonymously (without fund or donor name).

May we list the fund name in our marketing materials?
(No amounts will be listed.) yes no

May we publish a photo taken of you at a Foundation event:

- In print materials? yes no
- On our website? yes no
- On social media? yes no

G. Referral

How did you learn about the Jewish Community Foundation's Donor Advised Fund program?

If you were referred by an individual, please provide his or her name so we can give our thanks.

- Current fund holder: _____ Foundation staff: _____
- Foundation literature: _____ Ad or publication: _____
- Organization: _____ Other: _____
- Professional advisor: _____

H. Initial Contribution

- Cash \$ _____ Check # _____ Payable to: Jewish Community Foundation of San Diego
 - Wire cash — Please contact the Foundation for wiring instructions

- Marketable Securities - Please contact the Foundation at 858.279.2740 for transfer instructions.

Broker Name _____
Firm Name _____
Phone _____

- Other _____

I. Investments

Please select one below. If you do not specify the investment pool, the fund will be allocated to the Short Term Pool. You may recommend a change to the fund investments at any time.

Short Term Pool

- 100% Cash Equivalent
- Designed for donors who wish to make grants in near future and seek principal preservation.

Mid Term Pool

- 75% Fixed Income, 20% Equity, 5% Real Assets
- Designed for donors with medium-term objectives (3 to 7 years).
- Objective is moderate level of risk; returns in excess of inflation.

Long Term Pool

- 38% Fixed Income, 58.5% Equity, 3.5% Real Assets
- Designed for donors with long-term objectives (7+ years) and granting plans of about 5% of assets per year.

Long Term Index Pool

- 35% Fixed Income, 65% Equity
- Designed for donors with long-term objectives (7+ years) and granting plans of about 5% of assets per year.
- Passively managed using index funds or other strategies.

Endowment Pool

- 10% Fixed Income, 55% Equity, 30% Multi-Strategy, 5% Real Assets
- Designed for donors with endowment-like objectives (20+ years) and granting plans of about 5% of assets per year.
- Withdrawals of 250,000 or more will require 90-days notice and possibly a 5% hold back.

Initials _____

J. Terms

This agreement is made and entered into this _____ day of _____, 20____ by and between

_____ (“DONOR(S)”) and the Jewish Community Foundation of San Diego (JCF), a California nonprofit corporation.

Delivery is made herewith by the undersigned Donor(s) of the property listed in this application and made a part hereof. Delivery of said property constitutes an irrevocable gift to JCF upon acceptance of the gift and of the following terms and conditions.

1. A fund will be established on the books of JCF which shall be known as the _____ Fund (the “Fund”) of the Jewish Community Foundation.
2. The Fund will include the property this day received from said Donor(s), any property as may from time to time be transferred to JCF by the Donor(s) for inclusion in the Fund, or any property received from time to time by JCF from any other source and accepted by it for inclusion in the Fund and all income from the foregoing property.
3. The Fund will be the property of JCF held by it in its normal corporate capacity. It shall not be deemed a trust fund held in a trustee capacity. JCF will have the ultimate authority and control over all property in the Fund and all income derived therefrom, for the charitable, educational and religious purposes of JCF.
4. The Fund will be used only for charitable, educational, or religious purposes (or any combination of such purposes) within the mission of JCF.
5. Those individuals named in Section B of this agreement maintain the right to recommend distributions from the Fund and select from investment options for the Fund.
6. Distributions from the Fund of the income or principal or both, within the limitations provided for in paragraph 4 above, will be made at such times, in such amounts, in such ways, and for such charitable, educational or religious purposes (or any combination of such purposes) as JCF determines. The recommendations with respect to distributions will be solely advisory, and JCF will not be bound by such recommendations. Neither the Fund Advisor(s) nor the Donor(s) nor any related party may receive any benefit or privilege in return for a distribution from the Fund. No distribution from the Fund may be used to discharge or satisfy a legally enforceable pledge or obligation of any person, including the Fund Advisor(s) and the Donor(s).
7. JCF shall at all times retain the full authority and control over the investment of assets contributed to the Fund. The Fund Advisor(s) may, however, make recommendations regarding the investment of such assets, as indicated in Section I of this application. JCF may limit the amounts that may be invested in any particular investment alternative. JCF further reserves the right to revise or revoke at any time or to change investment objectives and policies of the Fund without notice to the Fund Advisor(s) or Donor(s) and without the Fund Advisor(s) or Donor(s) prior approval. Donor(s) acknowledge that there are market risks with respect to any investment and there can be no assurance against risk of loss.
8. The Fund will be charged an annual fee of 1.5% of the Fund balance, payable monthly, to cover the cost of administration, with a minimum annual fee of \$300, charged at \$25 per month. For higher balances, a sliding fee scale is used. These fees are subject to change at any time by JCF’s Board of Directors.
9. It is intended that the Fund will be a component part of JCF and that nothing in the Agreement will affect the status of JCF as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended) and as an organization which is not a private foundation within the meaning of Section 509(a). This Agreement will be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the foregoing provisions of the Code and any regulations issued pursuant thereto. JCF is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention. Reference herein to provisions of the Internal Revenue Code of 1986 shall be deemed references to the corresponding provisions of any future Internal Revenue law.

Signatures

Donor

Donor (print name)

Donor

Donor (print name)

Acknowledged for JCF (signature)

By (print name)

Title

Date