

# DONOR ADVISED FUND AGREEMENT



4950 Murphy Canyon Rd, San Diego, Ca 92123  
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A. Name of Fund \_\_\_\_\_  New Fund  Updated Fund

## B. Fund Advisor Information

<input type="checkbox"/> Each Fund Advisor may act independently	OR	<input type="checkbox"/> 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 <input type="checkbox"/> yes <input type="checkbox"/> no		Online Access to Fund <input type="checkbox"/> yes <input type="checkbox"/> 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 - Option 1

\_\_\_\_\_%  Fund assets to be transferred to the \_\_\_\_\_ Endowment Fund with 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 organizations:

% _____ to	% _____ to
Organization Name _____	Organization Name _____
Designated Program _____	Designated Program _____
Address _____	Address _____
City, State, Zip _____	City, State, Zip _____
Phone _____	Phone _____

\_\_\_\_\_% 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.

### C. Fund Succession - Option 2

Upon the death or disability of all advisors or \_\_\_\_\_ :

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 _____

### 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	Online Access to Fund <input type="checkbox"/> yes <input type="checkbox"/> no
Submit grant recommendations <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	Obtain confidential fund information <input type="checkbox"/> yes <input type="checkbox"/> no
Receive statements <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"/> Social Action and Civic Engagement | <input type="checkbox"/> Disaster Relief and Preparedness |
| <input type="checkbox"/> Israel                     | <input type="checkbox"/> Education                          | <input type="checkbox"/> Environment                      |
| <input type="checkbox"/> Religious/Spiritual, Other | <input type="checkbox"/> Health                             | <input type="checkbox"/> Animal Related                   |
| <input type="checkbox"/> Social Services            | <input type="checkbox"/> Arts and Culture                   | <input type="checkbox"/> Other _____                      |
|   |   | Initials _____  |

## F. 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 Equivalents
- 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 and 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.

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.

## G. 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 wire instructions.

Broker Name \_\_\_\_\_ Number of Shares or Units \_\_\_\_\_  
Firm Name \_\_\_\_\_ Name of Security \_\_\_\_\_  
Phone \_\_\_\_\_ Number of Shares or Units \_\_\_\_\_  
Name of Security \_\_\_\_\_

Other \_\_\_\_\_

## H. 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

## I. 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: \_\_\_\_\_

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 Section F of 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").
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 E 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 1.25% of the Fund balance, payable monthly, to cover the cost of administration, with a minimum annual fee of \$ 180, charged at \$ 15 per month. For balances greater than \$ 1 million, 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

\_\_\_\_\_  
Donor

\_\_\_\_\_  
Donor

\_\_\_\_\_  
Acknowledged for JCF (signature)

\_\_\_\_\_  
By (print name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date