

## DONOR ADVISED FUND AGREEMENT

**A. Fund Name** \_\_\_\_\_ **Fund**     New Fund     Updated Fund

Date \_\_\_\_\_

**B. Fund Advisor Information**

Advisor Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_  
 Business Phone \_\_\_\_\_  
 Cell Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Birthdate \_\_\_\_\_

Advisor Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_  
 Business Phone \_\_\_\_\_  
 Cell Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Birthdate \_\_\_\_\_

Advisor Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_  
 Business Phone \_\_\_\_\_  
 Cell Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Birthdate \_\_\_\_\_

Advisor Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_  
 Business Phone \_\_\_\_\_  
 Cell Phone \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Birthdate \_\_\_\_\_

Each Fund Advisor may act independently    OR     Fund Advisors must act jointly    OR     Fund Advisors must act by majority

Initials \_\_\_\_\_

**C. Fund Succession (Must Total 100%)**

Upon the death or disability of (check one)  all advisors or  \_\_\_\_\_.

**I. LEGACY PLAN**

\_\_\_\_\_% To be distributed according to the most recent Legacy Instructions on file with the Jewish Community Foundation.

**II. ORGANIZATIONS**

1. \_\_\_\_% Fund assets to be transferred to the \_\_\_\_\_ Endowment Fund at the Jewish Community Foundation.

2. \_\_\_\_% Fund assets to be distributed to the following organizations:

\_\_\_\_\_% Name \_\_\_\_\_  
Designated Program \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_

\_\_\_\_\_% Name \_\_\_\_\_  
Designated Program \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_

Outright Distribution  Endowment Fund

Outright Distribution  Endowment Fund

**III. INDIVIDUALS**

I/we appoint the following successor advisor(s) (up to 4 individuals)

\_\_\_\_\_% Assets to be retained in the fund and all successors; may act  independently or  must act by majority.

\_\_\_\_\_% 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 \_\_\_\_\_

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.

Initials \_\_\_\_\_

## D. Interested Parties

You may authorize your assistant, professional 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 \_\_\_\_\_  
Online Access to Fund  yes  no  
Obtain confidential fund information  yes  no  
Submit grant recommendations  yes  no

Name \_\_\_\_\_  
Relationship \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone / Type \_\_\_\_\_  
Email Address \_\_\_\_\_  
Online Access to Fund  yes  no  
Obtain confidential fund information  yes  no  
Submit grant recommendations  yes  no

## E. Professional Advisors

Name \_\_\_\_\_  
Occupation \_\_\_\_\_  
Firm Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone / Type \_\_\_\_\_  
Email Address \_\_\_\_\_

Name \_\_\_\_\_  
Occupation \_\_\_\_\_  
Firm Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone / Type \_\_\_\_\_  
Email Address \_\_\_\_\_

## 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 materials?

(No amounts will be listed.)  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 literature: \_\_\_\_\_
- Organization: \_\_\_\_\_
- Professional advisor: \_\_\_\_\_
- Foundation staff: \_\_\_\_\_
- Ad or publication: \_\_\_\_\_
- Other: \_\_\_\_\_

## H. Initial Contribution

- Amount \$ \_\_\_\_\_
- Bank wire
- Marketable securities
- Check

Please contact the Foundation at **858.279.2740** for instructions.

Initials \_\_\_\_\_

# GUIDE TO JCF INVESTMENT POOLS

0-2 years

## Short Term Pool

### OBJECTIVES

The cash equivalent pool is designed for fund-holders who wish to make grants immediately or who cannot sustain any loss of principal over any time horizon.

### ASSET ALLOCATION

100% - Cash  
Equivalents



3-7 years

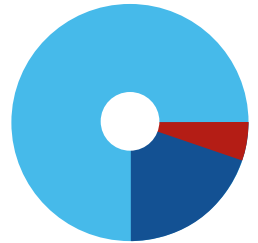
## Mid Term Pool

### OBJECTIVES

Designed to be moderately conservative and emphasize shorter-term income over longer-term growth.

### ASSET ALLOCATION

75% - Fixed Income  
20% - Equity  
5% - Real Assets



7+ years

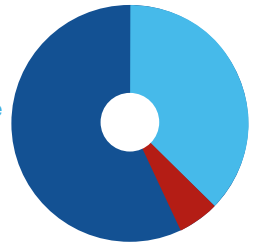
## Long Term Pool

### OBJECTIVES

Suitable for modest, fixed annual granting objectives. The risk and return profile is designed to be similar to that of the Endowment Pool, although the Long Term Pool will remain liquid and does not include an allocation to multi-strategy investments.

### ASSET ALLOCATION

58.5% - Equity  
38.0% - Fixed Income  
3.5% - Real Assets



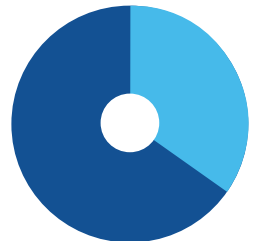
## Long Term Index Pool

### OBJECTIVES

Designed for a 100% passive (index fund) investment approach. The risk and return profile is designed to be similar to the Long Term and Endowment Pools. The Long Term Index Pool will not include an allocation to real assets.

### ASSET ALLOCATION

65% - Equity  
35% - Fixed Income



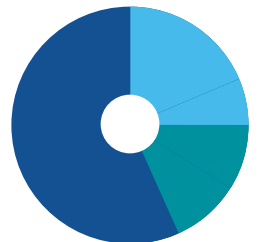
## Impact Investment Pool\*

### OBJECTIVES

Suitable for modest, fixed annual granting objectives. The risk and return profile is designed to be similar to that of the Long Term Pool. Investment strategies will have an identifiable beneficial impact toward the Foundation's mission. The JCF Impact Investment Pool applies a Jewish lens across all asset classes to support environmental and social impact and to support Israel.

### ASSET ALLOCATION

55% - Equity  
25% - Fixed Income  
20% - Multi-Strategy



20+ years

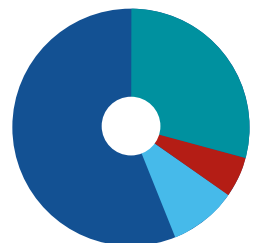
## Endowment Pool\*

### OBJECTIVES

Designed for a modest, fixed annual granting rate. The Endowment Pool is managed consistent with endowment best practices, and includes alternative investments.

### ASSET ALLOCATION

55% - Equity  
30% - Multi-Strategy  
10% - Fixed Income  
5% - Real Assets



*\*Distributions of \$250,000 or more will require notice of 90 days and may be subject to hold back, depending on operational or liquidity constraints. Any balance held back will be distributed when constraints no longer apply.*

GRANTING TIME HORIZON

## I. Recommendation for Investment of Assets

As each pool represents a diversified investment objective, we recommend that you select a single pool that matches your charitable goals. For new funds, if no pool is chosen, the Fund will be invested in the Short Term Pool.

To transfer funds from an existing investment pool, use the "Change your Pool(s)" section.

Fund Name: \_\_\_\_\_

New Fund – Select your Pool(s)	
<input type="checkbox"/> Short Term Pool	\$ _____ or % _____
<input type="checkbox"/> Mid Term Pool	\$ _____ or % _____
<input type="checkbox"/> Long Term Pool	\$ _____ or % _____
<input type="checkbox"/> Long Term Index Pool	\$ _____ or % _____
<input type="checkbox"/> Impact Investment Pool	\$ _____ or % _____
<input type="checkbox"/> Endowment Pool	\$ _____ or % _____
Notes: _____	
_____	
_____	
_____	
_____	
_____	

Updated Fund - Change your Pool(s)	
<input type="checkbox"/> Short Term Pool	\$ _____ or % _____
Transfer from	_____ Pool
<input type="checkbox"/> Mid Term Pool	\$ _____ or % _____
Transfer from	_____ Pool
<input type="checkbox"/> Long Term Pool	\$ _____ or % _____
Transfer from	_____ Pool
<input type="checkbox"/> Long Term Index	\$ _____ or % _____
Transfer from	_____ Pool
<input type="checkbox"/> Impact Investment	\$ _____ or % _____
Transfer from	_____ Pool
<input type="checkbox"/> Endowment Pool	\$ _____ or % _____
Transfer from	_____ Pool

I/We have reviewed the Guide to JCF Investment Pools and recommend that the cash assets of the fund be invested as indicated above.

**All advisors or authorized representatives of fund must sign:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

There are market risks with respect to any investment and the Foundation can offer no assurance against risk of loss. Pool investments and objectives are subject to change. Please refer to our website at [www.jcfsandiego.org](http://www.jcfsandiego.org) or contact Foundation staff at (858) 279-2740 for more detailed information regarding pool investments.

## 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 JCF’s mission.
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) acknowledges 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.

\_\_\_\_\_  
Donor 1 Signature

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

\_\_\_\_\_  
Donor 2 Signature

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date