



Joseph and Lenka Finci Jewish Community Building | 4950 Murphy Canyon Rd, San Diego, CA 92123
ph: (858) 279-2740, fax: (858) 279-6105, email: info@jcsandiego.org | www.jcsandiego.org

DONOR ADVISED FUND AGREEMENT

A. Fund Name _____ Fund New Fund Updated Fund

Choose any name that you like (e.g. Cohen Family Fund, Jane & Joe Smith Fund, Make a Difference Fund).

B. Fund Advisor Information

Fund Advisors are the individuals who can recommend grants to nonprofits from the Fund.

Advisor Name _____
(Required)

Address _____

City, State, Zip _____

Home Phone _____

Business Phone _____

Cell Phone _____

Email Address _____

Birthdate _____

Advisor Name _____
(Optional)

Address _____

City, State, Zip _____

Home Phone _____

Business Phone _____

Cell Phone _____

Email Address _____

Birthdate _____

Advisor Name _____
(Optional)

Address _____

City, State, Zip _____

Home Phone _____

Business Phone _____

Cell Phone _____

Email Address _____

Birthdate _____

Advisor Name _____
(Optional)

Address _____

City, State, Zip _____

Home Phone _____

Business Phone _____

Cell Phone _____

Email Address _____

Birthdate _____

If you listed more than one Fund Advisor above, please check one of these boxes:

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

Initials _____

C. Fund Succession (Must Total 100%)

Please choose at least one of the 3 options below, informing us of what should happen to the remaining assets in the fund upon a Fund Advisor's death or disability.

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

I. LEGACY PLAN _____ %

JCF works with individuals to create a plan for their after-life giving. This is complimentary and can be updated at any time.

Please distribute according to the most recent Legacy Instructions on file with the Jewish Community Foundation.

II. ORGANIZATIONS _____ %

You can identify specific nonprofits to receive funds in this section.

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

_____ % Organization _____ % Organization _____

Address _____ Address _____

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

Apply to Organization's
Endowment Fund if Available

Apply to Organization's
Endowment Fund if Available

You can add additional organizations on a separate sheet of paper, or at a later time.

III. INDIVIDUALS _____ %

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

Assets to be retained in the fund. Successors; may act independently or must act by majority or jointly.

Assets to be divided equally to establish separate funds for each successor.

Successor Name _____

Successor Name _____

Relationship _____

Relationship _____

Address _____

Address _____

City, State, Zip _____

City, State, Zip _____

Phone / Type _____

Phone / Type _____

Email Address _____

Email Address _____

Birthdate _____

Birthdate _____

Successor Name _____

Successor Name _____

Relationship _____

Relationship _____

Address _____

Address _____

City, State, Zip _____

City, State, Zip _____

Phone / Type _____

Phone / Type _____

Email Address _____

Email Address _____

Birthdate _____

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. Professional Advisors and Other Interested Parties

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

Professional Advisor / 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

Professional Advisor / 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

Professional Advisor / 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

Professional Advisor / 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. 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).

F. 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: _____

May we list the fund name in our materials?

(No amounts will be listed.) yes no

Foundation staff: _____

Ad or publication: _____

Other: _____

G. Initial Contribution

Amount \$ _____

Bank wire

Marketable securities

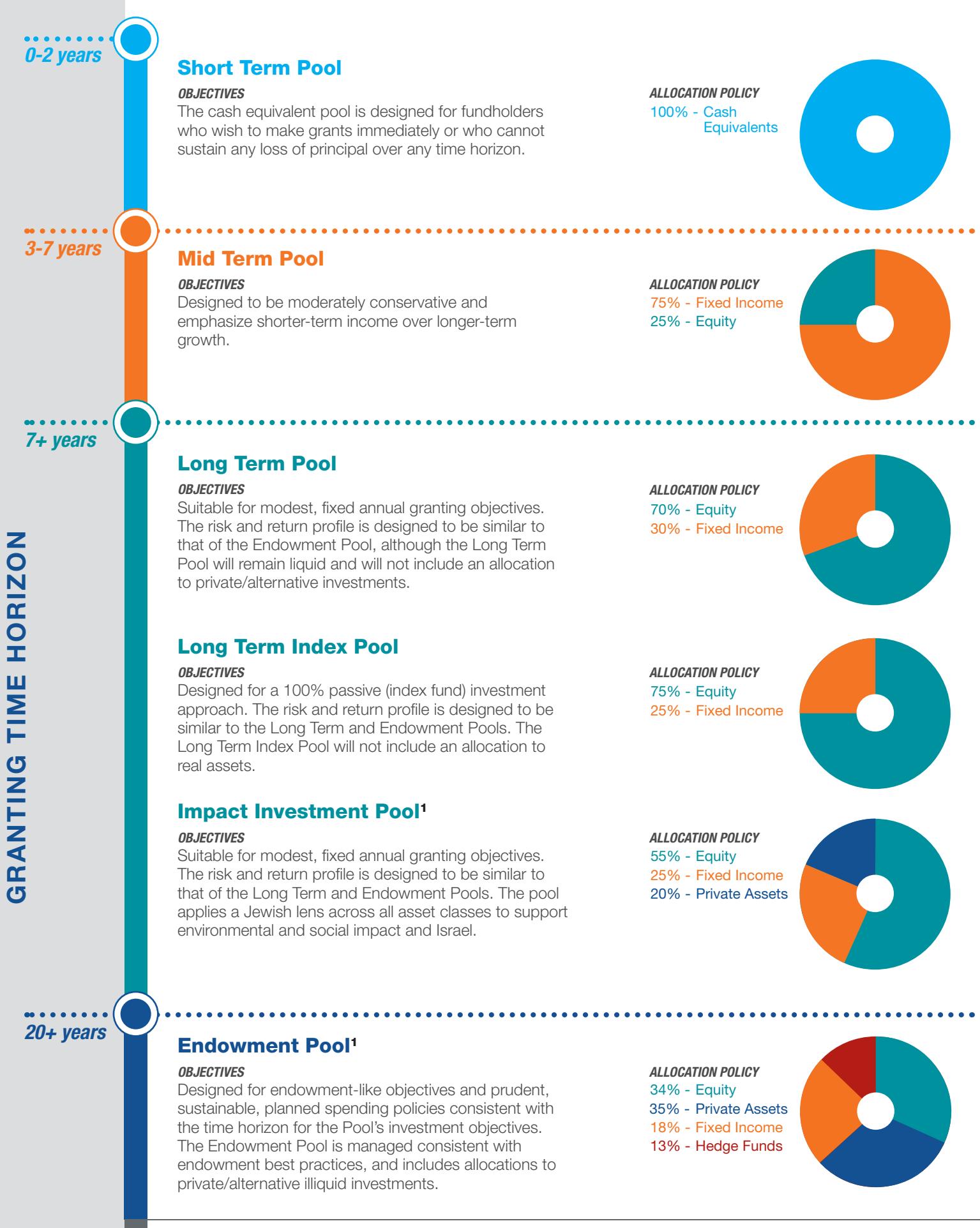
Check

Other

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

Initials _____

GUIDE TO JCF INVESTMENT POOLS



¹Distributions 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.

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.

Fund Name: _____

Select your Pool(s) (Allocation must be equal to 100%)	
<input type="checkbox"/> Short Term Pool	_____ %
<input type="checkbox"/> Mid Term Pool	_____ %
<input type="checkbox"/> Long Term Pool	_____ %
<input type="checkbox"/> Long Term Index Pool	_____ %
<input type="checkbox"/> Impact Investment Pool	_____ %
<input type="checkbox"/> Endowment Pool	_____ %
Total = _____ %	
Notes: _____ _____ _____ _____	

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

Advisor(s) or Authorized Representative(s):

Signature _____ Date _____

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 or contact Foundation staff at (858) 279-2740 for more detailed information regarding pool investments. Allocations are subject to change; please refer to the latest performance report.



H. 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