

DONOR ADVISED FUND AGREEMENT



- Establish a New Fund Update Fund Information

This agreement is made and entered into this _____ day of _____ 20_____, by and between _____ ("Donor") and the Jewish Community Federation of San Francisco, the Peninsula, Marin and Sonoma Counties ("the Federation").

A. NAME OF FUND

e.g. Goldberg Family Fund or Tzedakah Fund

B. INITIAL CONTRIBUTION ("THE PROPERTY")

Delivery of the Property constitutes an irrevocable gift by the Donor to the Federation.

Initial gift to establish a fund: \$ _____

Check made payable to The Jewish Community Federation

Securities (Please complete the Stock Transfer Form)

Publicly Traded Privately Held Restricted

Wire (Please complete Wire Transfer Form)

Other - Please describe the gift (inter-fund transfer, credit card, personal property, real estate, testamentary):

Out of this initial contribution, I'd like to make a current gift of \$ _____ to the Federation's Annual Campaign.
Federation staff will contact you to process this grant.

C. PRIMARY FUND ADVISOR(S) INFORMATION

Name: _____

Name: _____

Address: _____

Address: _____

Address 2: _____

Address 2: _____

City, ST, ZIP: _____

City, ST, ZIP: _____

Home Phone: _____

Home Phone: _____

Business Phone: _____

Business Phone: _____

Cell Phone: _____

Cell Phone: _____

Email: _____

Email: _____

Birthdate: _____

Birthdate: _____

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D. ADDITIONAL INTERESTED PARTIES

Roles:

Fund Advisor (FA): Full advisory privileges over a Fund, including grant recommendations, investment recommendations, naming of Successor Advisors, and other Fund administration advisory privileges.

Grant Representative (GR): Full advisory privileges over grant recommendations but no other Fund administration privileges. *e.g. Philanthropic Advisor/Consultant*

Interested Party (INT): Access to review Fund information online but no advisory privileges. *e.g. Financial Advisor, Legal Counsel*

Name: _____

Name: _____

Address: _____

Address: _____

City, ST, ZIP: _____

City, ST, ZIP: _____

Home Phone: _____

Home Phone: _____

Business Phone: _____

Business Phone: _____

Cell Phone: _____

Cell Phone: _____

Email: _____

Email: _____

Birthdate: _____

Birthdate: _____

Role: FA GR INT

Role: FA GR INT

E. REFERRAL INFORMATION

If you were referred by an individual, please provide their name so we can thank them.

How did you learn about the Federation's Donor Advised Fund program?

Current Fund Holder: _____

Organization: _____

Federation Staff: _____

Ad or Publication: _____

Federation Literature: _____

Other: _____

Did a Professional Advisor assist you in establishing this Fund?

If yes, provide their name and contact _____

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F. PHILANTHROPIC SERVICES

The Federation is pleased to offer both complimentary and hourly-fee personalized services to match your unique philanthropic needs. Staff is available to provide services that include the following: Gift Planning, Strategic Grantmaking, Next Generation and Intergenerational Philanthropy, as well as family meetings, vision and mission statement creation, site visits and more.

I would be interested in learning about the Federation's Philanthropic Services.

G. PHILANTHROPIC INTEREST AREAS

The Federation convenes donors with similar interests to create donor networks and share best practices. Please note your interest areas below:

- | | | |
|---|---|---|
| <input type="checkbox"/> Caring for the Vulnerable | <input type="checkbox"/> Religious & Spiritual Life | <input type="checkbox"/> Social Action & Civic Engagement |
| <input type="checkbox"/> Advancing a Shared Society in Israel | <input type="checkbox"/> Disaster Relief & Preparedness | <input type="checkbox"/> Animal Welfare |
| <input type="checkbox"/> Inspiring Jewish Life & Learning | <input type="checkbox"/> Education | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Arts & Culture | <input type="checkbox"/> Environment | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Israel - General | <input type="checkbox"/> Health | <input type="checkbox"/> Other: _____ |

H. GRANT LETTERS

We are happy to mail you a copy of each of your grant award letters:

- Yes, please mail me copies of grant award letters.
- No, I will look at the Donor Portal to confirm that my grants have been processed.*

I. COMMUNICATION FROM GRANTEES

Mail the Federation receives for the Fund will not be forwarded. However, organizations that have received grants may wish to send information to you directly. Please indicate your contact preference for the custom grant letter (select one):

- Provide my address* Do not provide my address

J. ACKNOWLEDGEMENT

We have found it very beneficial to note in our public relations materials those people who have established a Donor Advised Fund with the Federation.

- YES, the Federation may include my name in printed materials.*
- NO, please do not include my name in these materials.

At Federation events, name tags include special status as a Donor Advised Fund holder.

- Check here to opt-out of this special ribbon on name tags.

**Default if no box is checked*

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K. INVESTMENT ALLOCATION

For funds of \$25,000 or more, you may select your investment pool option. Your first \$10,000 will remain in cash. Please refer to the documents regarding investment pools for additional information and allocation details. If you need further information, please contact the Donor Advised Fund Team.

As my initial contribution is at least \$25,000, I recommend that the assets of my Donor Advised Fund, above and beyond \$10,000, be invested as follows:

Please select one (1) Pool below. If you do not specify the investment Pool, the Fund will be allocated to the Money Market. You may recommend an investment at any time.

Fixed Income Percent or Dollars: _____
100% Fixed Income
Designed for donors seeking:
Fund values that are relatively stable
Steady long-term income
To make grants for a period of two years or more

Conservative Growth Percent or Dollars: _____
70% Fixed Income/30% Equities
Designed for donors seeking:
Moderate stability
Some appetite for risk
To make grants for a period of four years or more

Moderate Growth, Passive* Percent or Dollars: _____
40% Fixed Income/60% Equities
Designed for donors seeking:
Exposure to the market with a moderate level of risk
Optimized growth for long-term philanthropic capital
To make grants for a period of seven years or more

** Uses low cost index funds as opposed to active managers*

Moderate Growth, Active Percent or Dollars: _____
40% Fixed Income/60% Equities
Designed for donors seeking:
Exposure to the market with a moderate level of risk
Optimized growth for long-term philanthropic capital
To make grants for a period of seven years or more

Endowment Proxy Pool** Percent or Dollars: _____
23% Fixed Income/62% Equities/15% Hedge
Designed for donors seeking:
Maximized capital appreciation with exposure to alternative investments
Benefits from long-term opportunities realized for a patient investment strategy
To make grants for a period of seven years or more

*** This Pool is reserved for Funds of \$100,000 or more*

My initial contribution does not exceed \$25,000 and/or I have chosen not to make an investment recommendation at this time, but I understand that I may make an investment recommendation at any point in the future via the Investment Selection Form.†

†Default if no box is checked

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L. DISPOSITION OF DONOR ADVISED FUND ASSETS

After the death, resignation, or inability to act of the last of the named Fund Advisor(s), any remaining Fund assets shall be disposed of as provided below:

The Federation's Annual Campaign

I would like to make the following one-time gift to the Federation's Annual Campaign: \$_____ or _____%

PACE/LOJE Funds*

I would like to designate \$ _____ to establish a PACE/LOJE** in my name, which will serve to endow my lifetime giving to the Federation's Annual Campaign.

* Perpetual Annual Campaign Endowment/Lion of Judah Endowment

** \$100,000 minimum to establish a LOJE

Donor Advised Fund Successor Advisor Election (Optional)

Fund Advisors may create a succession plan for the fund by appointing Successor Advisors. Successor Advisors assume the privilege to advise a fund only after all of the initial Fund Advisors are unwilling or unable to exercise their privilege to do so. Please refer to the Policies and Procedures for additional information and eligibility requirements.

I do not wish to name a Successor Advisor(s).

I wish to name the following as Successor Advisors for my Fund:

Name: _____

Name: _____

Address: _____

Address: _____

City, ST, ZIP: _____

City, ST, ZIP: _____

Home Phone: _____

Home Phone: _____

Business Phone: _____

Business Phone: _____

Cell Phone: _____

Cell Phone: _____

Email: _____

Email: _____

Birthdate: _____

Birthdate: _____

Relationship to Fund Advisor: _____

Relationship to Fund Advisor: _____

If no Successor Advisor is named, after the above requested distributions, the balance shall become a part of the Unrestricted Endowment Fund of the Federation.

M. ESTATE GIFTS & LEGACY PLANNING

I have remembered the Federation in my estate plans.

I would like more information on how to include the Federation in my estate plans.

I would like the Director of Gift Planning at the Federation to contact me to discuss Legacy Gift Planning, including Restricted Funds and Endowment Funds.

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N. TERMS AND CONDITIONS

1. The Fund shall be a charitable Donor Advised Fund, as defined in Section 4966 of the Internal Revenue Code of 1986, as amended ("Code") and the Fund shall be administered under and subject to the Federation's policies, including the Procedures for Operation of Donor Advised Funds as may be amended from time to time (the "Fund Policies").
2. The date on which the initial contribution is received by the Federation constitutes the "establish date" of the Fund.
3. The Fund shall consist of the property listed in the Initial Contribution section of this document (the "Property"), and such other property as may, from time to time, be transferred to the Federation by the Donor or other persons and accepted by the Federation for inclusion in the Fund, and all income from the foregoing property. Delivery of the Property constitutes an irrevocable gift by the Donor to the Federation.
4. The Fund shall be the property of the Federation; it shall not be deemed a trust fund held by it in a trustee capacity. The Federation in its normal corporate capacity shall have the ultimate authority and control over all property in the Fund, and the income derived therefrom, for the charitable, educational and religious purposes of the Federation.
5. The assets of the Fund shall be used for charitable, educational or religious purposes within the exempt purposes of the Federation, either directly or by contributions to other organizations for such purposes.
6. Distributions from the Fund of the income or principal or both, within the limitations provided for in this agreement, shall be made at such times, in such amounts, in such ways, and for such charitable, educational or religious purposes as the Federation shall determine. The Fund Advisor(s) may from time to time submit to the Federation recommendations with respect to distributions, which recommendations shall be solely advisory and the Federation is not bound by such recommendations.
7. It is intended that the Fund shall be a component part of the Federation's, and not a separate trust, and that nothing in this Agreement shall affect the status of the Federation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 and as an organization which is not a private foundation within the meaning of Section 509(a) of the Code. This agreement shall be interpreted in a manner consistent with the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. The Federation 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 Code.
8. Upon the termination, by death or otherwise, of the privilege of a Fund Advisor to make recommendations, the Fund shall cease to be a Donor Advised Fund but shall become a part of the Unrestricted Endowment Fund of the Federation.
9. Fees will be assessed to the Fund as follows: .75% on the first \$1,000,000, .25% on the next \$10,000,000 and .10% on assets over \$11,000,000. Fees are charged on a quarterly basis, and are based on the average daily value of all cash and non-cash assets held in the fund. Fees are subject to change. Any such changes will be communicated to you in writing. \$100 minimum fee per year/Fees capped at \$250,000 per year.
10. In compliance with the Internal Revenue Code, grants are not permitted to individuals for non-charitable purposes; for political contributions or to support political campaign activities; or for any purpose that would provide benefits, goods or services to a donor to the Fund, the Fund's advisor(s) or other related parties. A Fund Advisor is subject to IRS penalties if the Fund's donor(s), advisor(s) or other related parties receive benefits, goods or services in connection with a grant recommendation. This includes grants to satisfy pledges made by any person including a fund advisor and non-deductible (or partially tax-deductible) memberships, event tickets, sponsorships, registration fees in tournaments, and cause-related marketing activities. Grants are not allowed to private non-operating foundations.
11. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same agreement.

I acknowledge that I have read the Federation's Fund Agreement Terms and Conditions, and I agree to the fees, terms and conditions described therein. I hereby certify, to the best of my knowledge, all information presented here in connection with this form is accurate, and I will notify the Federation promptly of any changes.

Fund Advisor Name: _____

Fund Advisor Name: _____

Fund Advisor Signature: _____

Fund Advisor Signature: _____

Accepted by, on behalf of Jewish Community Federation and
Endowment Fund:

Name: _____

Title: _____

Signature: _____

Date: _____