

BAY AREA

A. NAME OF DONOR-ADVISED FUND (“FUND”)

e.g., Goldberg Family Fund or Tzedakah Fund. Note: “Foundation” or “Trust” cannot be used as part of the Fund name.

B. PRIMARY FUND ADVISOR INFORMATION

Any Fund set up for an Advisor under age 18 requires a Primary Fund Advisor over age 18

Name: _____

Name: _____

Preferred Name or Nickname: _____

Preferred Name or Nickname: _____

Address: _____

Address: _____

Address 2: _____

Address 2: _____

City, State, ZIP: _____

City, State, ZIP: _____

Preferred Phone: _____

Preferred Phone: _____

Email: _____

Email: _____

Birthdate: _____

Birthdate: _____

C. SUCCESSOR ADVISORS (Optional)

Wills and estate plans do not cover donor-advised funds. You may name successor advisors now or in the future to assume advisory responsibilities for this Fund’s grants and investments.

Name: _____

Name: _____

Preferred Name or Nickname: _____

Preferred Name or Nickname: _____

Address: _____

Address: _____

Address 2: _____

Address 2: _____

City, State, ZIP: _____

City, State, ZIP: _____

Preferred Phone: _____

Preferred Phone: _____

Email: _____

Email: _____

Birthdate: _____

Birthdate: _____

BAY AREA

D. ADDITIONAL INTERESTED PARTIES

You may name other individuals for specific roles related to this Fund:

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 view Fund information online but no advisory privileges. (e.g., Financial Advisor,

Name: _____

Name: _____

Address: _____

Address: _____

City, State, ZIP: _____

City, State, ZIP: _____

Preferred Phone: _____

Preferred Phone: _____

Email: _____

Email: _____

Birthdate: _____

Birthdate: _____

Role: FA GR INT

Role: FA GR INT

E. CONTRIBUTION TO THE FUND

To complete the Fund opening process, you must make an irrevocable contribution of \$5k or more into this Fund. We accept contributions via five methods:

- Credit Card
- Bank Transfer (ACH)
- Stock Transfer
- Wire Transfer
- Check

I intend to contribute: \$ _____ to establish this fund.

After you submit this form, you will receive contribution instructions via email. Your fund will be invested in the Short-Term pool to start. This selection can be changed via the Fund Portal at any time.

BAY AREA

F. FUND TERMS AND CONDITIONS

- 1. Tax Status:** The Fund will be a charitable Donor-Advised Fund, as defined in the Internal Revenue Code. It will be administered pursuant to the Federation’s policies, including the Federation’s Donor-Advised Fund Policies and Procedures, which may be amended from time to time. The Federation may amend this Agreement to conform to the provisions of any applicable law or regulation.
- 2. Fund Property:** The Fund will consist of all property transferred to the Federation for deposit in the Fund, any capital appreciation thereon, and all net income derived from the investment of such property.
- 3. Minimum Fund Balance:** The Fund must maintain a minimum balance of \$500. The Federation will not approve grant or loan recommendations that would reduce the balance below this minimum.
- 4. Fund Ownership:** The Fund shall be a component part of the Federation, not a separate entity for tax purposes. Nothing in this Agreement may affect the Federation’s status as a qualified charitable organization within the meaning of Section 501(c)(3) and as an organization that is not a private foundation within the meaning of Section 509(a) of the Code. This Agreement will be interpreted in a manner consistent with the foregoing intention and in conformity with all applicable laws and regulations. The Federation will have the ultimate ownership, authority and control over all Fund property for the Federation’s charitable purposes.
- 5. Fund Distributions:** The Federation will have sole and independent discretion over all matters pertaining to fund distributions; however, a Fund Advisor may submit non-binding recommendations for the Federation’s consideration.
- 6. Termination of Advisory Privileges:** Unless succession plans exist, a Fund Advisor’s privilege to recommend grants will terminate upon the Fund Advisor’s death or incapacitation. At such time, the Fund will cease to be a Donor-Advised Fund, and the Fund will be transferred to the Federation’s Unrestricted Endowment Fund. Should succession plans exist, the Federation will strive to adhere to them when feasible to do so.
- 7. Fees:** Fees will be assessed to the Fund as follows:
1.0% on the first \$3 million;
0.75% on the next \$7 million;
0.5% on the next \$15 million;
0.25% on fund balances exceeding \$25 million.

The minimum annual fee is \$100. Fees are assessed quarterly based on the average daily value of all cash and non-cash assets held in the Fund. Fees are subject to change with advance written notice.
- 8. Prohibited Uses:** Grants cannot be made to individuals or 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 the donor of the Fund, to a Fund Advisor or to other related parties. A Fund Advisor is subject to IRS penalties if a Fund Advisor, donor, or other related parties receive benefits, goods or services in connection with a grant recommendation, including grants to satisfy pledges made by any person and non-deductible, or partially tax-deductible, memberships, event tickets, sponsorships, registration fees in tournaments, and cause-related marketing activities. Grants to private non-operating foundations are disallowed. Grants must adhere to the Federation’s grantmaking guidelines, which may be amended from time to time.
- 9. Inactive Funds:** Fund Advisors must recommend at least one grant or impact loan annually or the Fund will move to “Inactive” status. Upon notification, Funds in “Inactive” status have 90 days to recommend a grant or impact loan, after which time, the Federation reserves the right to make a grant from the Fund at its discretion.

By accepting contributions to establish this DAF and by administering it in accordance with these terms and conditions, the Federation confirms its assent to and agreement with these terms and conditions.

By signing below, I acknowledge that I have read the Federation’s Fund Agreement Terms and Conditions and Policies and Procedures, and I agree to the fees, terms and conditions described therein. I hereby certify, to the best of my knowledge, that 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: _____

Date: _____

Date: _____

**Please return via email to newdaf@jewishfed.org
or by mail to**

**Jewish Federation Bay Area Attn: Donor-Advised Funds
121 Steuart Street
San Francisco, CA 94105**

PH: 415.512.6225 | FAX: 415.322.7009