

Donor Advised Fund Agreement

Section 1: Donor Advised Fund & Advisor Information

A Donor Advised Fund (hereinafter referred to as “DAF”) Advisor is any individual who:

- A. Will be the Fund’s primary contact with the Jewish Community Foundation, Inc. (hereinafter referred to as “Foundation” or “JCF”)**
- B. Completes and signs the following agreement for the Fund**
- C. May recommend grants to qualified nonprofits from this Fund**
- D. May submit amendments to this agreement**

NAME OF FUND (ex. Freeman Family Donor Advised Fund)		
SELECT ONE	<input type="checkbox"/> New DAF (Donor Advised Fund) <input type="checkbox"/> Updating an Existing DAF <input type="checkbox"/> New B’nai Tzedek Fund (for youth under 18 y/o)	
	DAF ADVISOR 1	DAF ADVISOR 2
FIRST/M.I./LAST NAME		
EMAIL ADDRESS		
STREET ADDRESS		
CITY, STATE, ZIP		
PHONE	This is my: <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Work	This is my: <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Work
BIRTHDATE	Month _____ Day ____ Year _____	Month _____ Day ____ Year _____
FUND ACCESS CAPABILITIES	<input type="checkbox"/> I confirm that as a DAF Advisor, I will: <ul style="list-style-type: none"> • Have access to an online DAF portal • Receive quarterly statements • Have the ability to independently recommend grants from the fund 	<input type="checkbox"/> I confirm that as a DAF Advisor, I will: <ul style="list-style-type: none"> • Have access to an online DAF portal • Receive quarterly statements • Have the ability to independently recommend grants from the fund
ADDITIONAL ADVISORS?	<input type="checkbox"/> Yes, we will include additional Advisors on this DAF (refer to Section 5)	
RECOGNITION & PUBLICITY	May the Foundation list the DAF name in our materials (dollar amounts will not be listed)? <input type="checkbox"/> Yes <input type="checkbox"/> No (Note: When recommending a DAF grant, DAF Advisors may indicate if they prefer to be anonymous on a case-by-case basis.)	

Fund Advisor Initials:

Section 2: Fund Succession Plan

This section tells the Foundation how your Fund will be managed after the lifetime of all DAF Advisor(s).

2.1 Upon the death of the last living DAF Advisor, choose one (1) option regarding your Fund Succession Plan:

I/we opt OUT of including any Successors or establishing a Fund Succession Plan.

- IMPORTANT NOTE: If you opt not to have Successors or a Succession Plan, any remaining Fund assets upon the death of the Advisor(s) will be transferred to the JCF Community Fund.
- If selecting this option, please proceed to Section 3.

OR

I/we opt to initiate the following Succession Plan outlined below.

Fund Succession Plan: After the lifetime or during incapacitation of the DAF Advisor(s), the Foundation should abide by the following directives (check all that apply):

2.2 I/we appoint Successors (4 maximum) to manage the Fund as-is, with the same rights as DAF Advisors.

% of DAF to be managed by Fund Successors listed below*

% of DAF to distributed as outlined in the Legacy Plan outlined in Section 2.3 below*

*These two percentages must add up to 100%.

I/we opt NOT to name any Fund Successors. Please advance to section 2.3 below.

	Successor 1	Successor 2	Successor 3	Successor 4
Name				
Relationship				
Address				
City, State, ZIP				
Phone/Type				
Email Address				
Allow Grant Recommender Rights during Advisor's lifetime?	__ Yes __ No	__ Yes __ No	__ Yes __ No	__ Yes __ No

Fund Advisor Initials:

2.3 Legacy Plan: The JCF works with Fund Advisors to create a plan for their after-lifetime giving. This is complimentary and can be updated at any time. As part of your Legacy Plan, any remaining balance in the Fund may be distributed to other donor advised funds or endowment funds managed by the Foundation, or directly to any qualified 501(c)(3) nonprofit organization(s).

Important notes:

1. If Successors were named in Section 2.2, the following distributions will not occur until AFTER the death or incapacitation of all Fund Advisor(s) and named Successor(s) to this Fund.
2. If you are including more than five (5) Distribution Recipients, please add them to the end of this agreement.

Information on Distribution Recipient	Distribution Amount (Column Must Total 100%)	Special Instructions for Each Distribution: Mark one (1) option and complete any additional information as needed.
<p>Legacy Plan Distribution #1 <input type="checkbox"/> Check here if Distribution #1 will remain with Foundation (no further details needed in this box)</p> <p>Entity Name: _____ Tax ID Number: _____ Address: _____ City, State, ZIP: _____</p>	<p>Distribution #1 will account for _____% of the balance of the Fund</p>	<p><input type="checkbox"/> Endowment fund recipient name: _____ <input type="checkbox"/> Donor advised fund recipient name: _____ <input type="checkbox"/> Distribution to serve as unrestricted gift <input type="checkbox"/> Other: _____</p>
<p>Legacy Plan Distribution #2 <input type="checkbox"/> Check here if Distribution #2 will remain with Foundation (no further details needed in this box)</p> <p>Entity Name: _____ Tax ID Number: _____ Address: _____ City, State, ZIP: _____</p>	<p>Distribution #2 will account for _____% of the balance of the Fund</p>	<p><input type="checkbox"/> Endowment fund recipient name: _____ <input type="checkbox"/> Donor advised fund recipient name: _____ <input type="checkbox"/> Distribution to serve as unrestricted gift <input type="checkbox"/> Other: _____</p>

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Fund Advisor Initials:

Information on Distribution Recipient	Distribution Amount (Column Must Total 100%)	Special Instructions for Each Distribution: Mark one (1) option and complete any additional information as needed.
<p>Legacy Plan Distribution #3 <input type="checkbox"/> Check here if Distribution #3 will remain with Foundation (no further details needed in this box)</p> <p>Entity Name: _____ Tax ID Number: _____ Address: _____ City, State, ZIP: _____</p>	<p>Distribution #3 will account for _____% of the balance of the Fund</p>	<p><input type="checkbox"/> Endowment fund recipient name: _____ <input type="checkbox"/> Donor advised fund recipient name: _____ <input type="checkbox"/> Distribution to serve as unrestricted gift <input type="checkbox"/> Other: _____</p>
<p>Legacy Plan Distribution #4 <input type="checkbox"/> Check here if Distribution #4 will remain with Foundation (no further details needed in this box)</p> <p>Entity Name: _____ Tax ID Number: _____ Address: _____ City, State, ZIP: _____</p>	<p>Distribution #4 will account for _____% of the balance of the Fund</p>	<p><input type="checkbox"/> Endowment fund recipient name: _____ <input type="checkbox"/> Donor advised fund recipient name: _____ <input type="checkbox"/> Distribution to serve as unrestricted gift <input type="checkbox"/> Other: _____</p>
<p>Legacy Plan Distribution #5 <input type="checkbox"/> Check here if Distribution #5 will remain with Foundation (no further details needed in this box)</p> <p>Entity Name: _____ Tax ID Number: _____ Address: _____ City, State, ZIP: _____</p>	<p>Distribution #5 will account for _____% of the balance of the Fund</p>	<p><input type="checkbox"/> Endowment fund recipient name: _____ <input type="checkbox"/> Donor advised fund recipient name: _____ <input type="checkbox"/> Distribution to serve as unrestricted gift <input type="checkbox"/> Other: _____</p>
<p>Legacy Plan Distribution Totals</p> <p><input type="checkbox"/> I confirm that my Legacy Plan Distribution totals equal 100% of the balance of the Fund</p>		

Fund Advisor Initials:

Section 3: Details of Your Initial Contribution

This section tells the Foundation how you will contribute to your Fund and the investments thereof.

3.1 Initial Contribution: Indicate how you are donating money into your fund. Your contribution is eligible for charitable tax benefits at the time of your gift. Consult your trusted advisor for questions about any eligible tax benefits as the JCF does not provide financial, legal, or tax advice.

1. I/we will NOT be making a contribution to the DAF at this time. (Advance to Section 4, below).
2. Initial contribution amount: \$ _____
3. I will contribute to this fund via:

Bank Wire Marketable Securities (If choosing this option, please also complete section 3.2)
 Check Other _____

Checks should be made payable to the "Jewish Community Foundation, Inc." with the fund name in the check's memo section. Please mail or hand-deliver your check to the following address:

Jewish Community Foundation, Inc.
1301 Springdale Road, Suite 200
Cherry Hill, NJ 08003
Attn: Donor Services

To donate via credit card, visit jcfnsj.org/donate-now and enter your Fund's name where indicated, to ensure the donation is credited to your Fund. Any credit card processing fees will be deducted from the amount that is deposited to your Fund.

For more complex gift donations, such as donation of real estate or other appreciated assets, please contact JCF Executive Director David Snyder at 856-673-2571 or dsnyder@jfednsj.org.

3.2 DTC Instructions to Transfer Shares of Stock to the JCF Electronically

Complete this section only if donating stock to the JCF.

I understand that when initiating a transfer of shares of stock to the JCF, I will contact the JCF office at 856-673-2560 or infojcf@jfednsj.org to provide information about the transfer, including the name of stock and the number of shares. By doing so, this will help expedite the process and ensure that my contribution will reach my Fund in a timely manner.

Step 1: Please provide your broker with the following instructions for transferring stock to the JCF:

RECEIVING FIRM NAME: SEI Private Trust Company
DTC NUMBER: #2039
RECEIVING ACCT. TITLE: JCF Stock Donation Account
RECEIVING ACCT. NUMBER: 11102-C, FFC 15340-STK

Step 2: Promptly communicate your stock donation plans to the JCF.

Fund Advisor Initials:

3.3 Recommendation for Investment of Assets

DAF Advisors may choose from one of five investment portfolios. As each portfolio represents a diversified investment objective, we recommend that you select a single portfolio that matches your charitable goals. For new funds, if no portfolio is chosen, the Fund will be invested in the Growth Portfolio (Default Option).

- Fixed Income Portfolio (100% Fixed Income)
- Moderate Portfolio (40% Equity, 60% Fixed Income)
- Growth Portfolio (57% Equity, 43% Fixed Income)—DEFAULT OPTION
- Aggressive Growth Portfolio (77% Equity, 23% Fixed Income)
- Money Market (100% Short Term Treasuries backed by the U.S. Government)

There are market risks with respect to any investment and the Foundation can offer no assurance against risk of loss. Portfolio investments and objectives are subject to change. Please contact the JCF at (856) 673-2560 or infojcf@jfedsnj.org for more detailed information regarding portfolio investments.

(Optional) Section 4: B'nai Tzedek Fund for Children under 18

Complete this section if this fund will be utilized by a child under 18 to engage in philanthropy, with the consent of their parent(s)/guardian(s).

B'nai Tzedek Fund (for children aged 10-17 who will serve as Recommender until reaching age 18)

To encourage charitable giving among community youth, the JCF offers B'nai Tzedek Funds that operate with oversight by the child's parent(s)/guardian(s). To encourage charitable giving, JCF offers an entry-level donor advised fund for minors. This may be created independently of a donor advised fund agreement. The guidelines are:

- A. Starting a B'nai Tzedek Fund:** A minimum contribution of \$250 must be made into the Fund to get started. [Note: Your contribution may qualify for a matching grant(s) from outside donor(s). Contributions into the fund may be made by any donor, not just the immediate family of the child.]
- B. Annual Grant:** Each year until the child reaches age 18, one (1) grant of \$50 may be initiated from the Fund to any Jewish organizations including Jewish Federation agencies, day schools, synagogues, or youth groups in Burlington, Camden, or Gloucester counties in New Jersey, as long as at least \$150 remains in the fund.
- C. Grant Instructions:** To initiate a grant from the Fund, the child or parent/guardian must email the JCF at infojcf@jfedsnj.org, stating the amount of the grant and the desired beneficiary organization.
- D. Conversion to a DAF:** Once the Fund's balance reaches \$2,500 AND the child reaches age 18, the B'nai Tzedek Fund can be converted into a normal donor advised fund (DAF), with no minimum balance required and a \$100 minimum per grant recommendation. If the Fund Advisor(s) choose not to convert the Fund to a DAF, they may

Fund Advisor Initials:

opt to close the Fund and make distributions as listed in Section 2 or recommend distributions to charities on their own within one (1) year of the child's 18th birthday. Any balance at that time may, at the discretion of the JCF Executive Committee, be directed by the Foundation to the JCF Community Fund.

E. Application Completion: To open a B'nai Tzedek Fund, the child's parent(s)/guardian(s) must complete all items in this Agreement.

Contact Information for the Child Associated with this B'nai Tzedek Fund:

Advisor/Child's Name (Required): _____ Birth Date: ____/____/____

Address/City/State/ZIP: _____

Email Address: _____ (Child's email preferred.)

Cell Phone: _____ (Note: A parent's/guardian's phone may be used in lieu of child's.)

Additional B'nai Tzedek Funds can be created for additional children.

(Optional) Section 5: Additional Advisors to the Fund

Continuing from Section 1, you may add more individuals to oversee your Fund, if you so choose.

	DAF ADVISOR 3	DAF ADVISOR 4
FIRST/M.I./LAST NAME		
EMAIL ADDRESS		
STREET ADDRESS		
CITY, STATE, ZIP		
PHONE	This is my: ___ Cell ___ Home ___ Work	This is my: ___ Cell ___ Home ___ Work
BIRTHDATE	Month _____ Day ___ Year _____	Month _____ Day ___ Year _____
FUND ACCESS CAPABILITIES	___ I confirm that as a DAF Advisor, I will: <ul style="list-style-type: none"> • Have access to an online DAF portal • Receive quarterly statements • Have the ability to independently recommend grants from the fund 	___ I confirm that as a DAF Advisor, I will: <ul style="list-style-type: none"> • Have access to an online DAF portal • Receive quarterly statements • Have the ability to independently recommend grants from the fund

Fund Advisor Initials:

Donor Advised Fund Policies

- 1. Property Transfers.** The Advisor(s) have transferred to the Foundation as an irrevocable gift the property listed on Section "G," above, attached hereto and made a part hereof. Foundation agrees to accept such gift on the terms and conditions stated herein. The Fund shall include the property this day received from the Advisor(s), such property as may from time to time be transferred to the Foundation by the Advisor(s) for inclusion in the Fund, such property as may from time to time be received by the Foundation from any other source and accepted by it for inclusion in the Fund, and all income from the foregoing property.
- 2. Ownership.** The Fund shall be the property of the Foundation and held by it in its normal corporate capacity. The Foundation shall have the exclusive authority and control over all property in the Fund, and the income derived therefrom. The Advisor(s), however, may make recommendations regarding the investment allocation of such property.
- 3. Uses.** The Fund shall be used only for charitable, educational, or religious purposes (or any combination of such purposes) within the purposes of the Foundation, either directly or by distributions to other organizations which are described in Internal Revenue Code Sections 170(c), 2055(a) and 2522(a) (a "Qualified Charity") for such purpose or purposes that support the mission and values set forth by the Jewish Community Foundation. An Advisor of a Donor Advised Fund or any other person may not receive any benefit or privilege in return for a distribution from a Donor Advised Fund. This includes, but is not limited to, tickets to events, meals, auctions, and museum membership.
- 4. Distributions.** The Advisor(s) or Successor(s) as specified in Section(s) 1, 2, and 5 with respect to distributions made during the Advisor(s)' lifetimes, and any Successor(s) with respect to distributions made upon the death of the Advisor(s), will maintain the right to recommend distributions from the Fund. Distributions from the Fund of the income or principal, or both, shall be for the uses provided for in paragraph 3 above, and shall be made at such time, in such amounts, in such manner, as the Foundation shall determine. All recommendations for distributions are subject to the approval of the Foundation's Board of Trustees, in its complete discretion, at the time the recommendation would otherwise take effect.
- 5. Advisors and Successor Advisors.** The individual(s) named in Section(s) 1, 2, and 5 maintain the right to recommend distributions as provided in such Schedule.
- 6. Investments.** The Foundation shall at all times retain the full authority and control over the investment of the assets contributed to the Fund. Advisor(s) acknowledge that there are market risks with respect to any investment and there can be no assurance against risk of loss. Advisor(s) release and hold harmless the Foundation from liability with respect to such investments, except for liability resulting from the Foundation's gross negligence or willful misconduct.
- 7. Administration.** The Fund shall be administered under and subject to the By Laws of the Foundation and the Policies and Procedures for Operation of Donor Advised Funds as the same may be prescribed from time to time, including any amendments thereto. An annual fee will be charged to the Fund for administrative purposes. Such fee is currently 1% of the average monthly balance of the Fund's assets totaling under \$250,000, followed by a tiered fee schedule.
- 8. Miscellaneous.** It is intended that the Fund shall be a component part of the Foundation and not a separate trust and that nothing in this Agreement shall affect the status of the Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") 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 Foundation 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. References herein to provisions of the Code shall be deemed references to the corresponding provisions of any future Internal Revenue Code.
- 9. Advisor's Will.** This Agreement shall not be subject to any designation of Advisor or Successor Advisor set forth under the terms of any other agreement, including an Advisor's will or trust.

Fund Advisor Initials:

Signatures of Fund Advisor(s) and JCF Leadership

I/We understand and agree to abide by the terms outlined herein pertaining to the Fund, and I/we have also reviewed the Guide to JCF Asset Allocation Models and recommend that the assets of the fund be invested as indicated above:

Signature _____ Date _____
Advisor Name Printed: _____

Signature _____ Date _____
Advisor Name Printed: _____

Signature _____ Date _____
Advisor Name Printed: _____

Signature _____ Date _____
Advisor Name Printed: _____

Signature _____ Date _____
David Snyder, JCF Director

Signature _____ Date _____
Andi Levin, JCF President

Fund Advisor Initials:
