



DONOR ADVISED PHILANTHROPIC FUND AGREEMENT

A. Name of Fund _____

New Fund Updated Fund

B. Donor or Other Fund Advisor Information

Fund Advisor Name _____
Address _____
City, State, Zip _____
Home Phone _____
Business Phone _____
Cell Phone _____
Email Address _____
Birthdate _____
Online access to fund Yes No
Paper statements Yes No

Fund Advisor Name _____
Address _____
City, State, Zip _____
Home Phone _____
Business Phone _____
Cell Phone _____
Email Address _____
Birthdate _____
Online access to fund Yes No
Paper statements Yes No

C. Interested Parties

You may authorize a family member, assistant, accountant, tax 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
Make grant recommendations yes no
Obtain confidential fund information yes no
Receive statements yes no

Name _____
Relationship _____
Address _____
City, State, Zip _____
Phone / type _____
Email Address _____
Online access to fund yes no
Make grant recommendations yes no
Obtain confidential fund information yes no
Receive statements yes no

D. Initial Contribution

- Cash \$ _____
- Check \$ _____ Please make check payable to the Jewish Community Foundation Orange County.
- Credit Card \$ _____ Contribution to your fund will be reduced by 3%.

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- Wire cash \$ _____ Please contact the Foundation for further instructions.
- Marketable Securities - For wire instructions please contact the Foundation at 949.435.3490.

Broker Name _____

Firm Name _____

Phone _____

Name of Security _____

Number of Shares or Units _____

Name of Security _____

Number of Shares or Units _____

Other _____ \$ _____

E. Investments

Please select one below. If you do not specify the investment option, the fund will be allocated to the default “Conservative” option. You may recommend a change to the fund investments quarterly. (Allocations subject to change)

Cash Equivalent Option

- 100% Cash Equivalents
- Designed for donors who wish to make grants in the near future and seek principal preservation.

Conservative Option (default)

- 85% Fixed Income, 15% Cash Equivalents
- Designed for donors seeking lower level of risk and returns.

Moderate Option - Constrained Balanced

- 55% Fixed Income, 31% Equity, 14% Multi-Strategy
- Designed for donors seeking moderate risk and returns.

Balanced Option

- 35% Fixed Income, 49% Equity, 16% Multi-Strategy
- Designed for donors seeking higher level of risk and returns.

F. Terms

This agreement is made and entered into this _____ day of, _____ 20____ by and between

(Donor(s)) and the Jewish Community Foundation Orange County (JCFOC) a California nonprofit corporation.

Delivery is made herewith by the undersigned Donor(s) with transfer of property listed in Section D of this application and made a part hereof. Delivery of said property constitutes an irrevocable gift to JCFOC upon acceptance of the gift and of the following terms and conditions.

1. A fund will be established on the books of JCFOC which shall be known as the Fund (the “Fund”).
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 JCFOC by the Donor(s) for inclusion in the Fund, any property received from time to time by JCFOC from any other source and accepted by it for inclusion in the Fund and all gains (including income) and losses from the foregoing property.
3. The Fund shall exist until the last to die of Donor(s) or other Fund Advisor named in Section B or in the optional Fund Succession Options document, at which time the entire principal of the Fund, including the capital increases to principal, whether realized or unrealized and any income accumulated on the principal of the entire Fund, shall be transferred to the unrestricted Jewish Community Fund within the Foundation.

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4. The Fund will be the property of JCFOC held by it in its normal corporate capacity. It shall not be deemed a trust fund held in a trustee capacity. JCFOC 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.
5. The Fund will be used only for charitable, educational, or religious purposes (or any combination of such purposes) within the mission of JCFOC.
6. Those individuals named in Section B of this agreement maintain the privilege to recommend distributions from the Fund and select from investment options for the Fund.
7. Distributions from the Fund 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 JCFOC determines. The recommendations with respect to distributions will be solely advisory, and JCFOC will not be bound by such recommendations.
8. 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).
9. JCFOC 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 F of this application. JCFOC may limit the amounts that may be invested in any particular investment alternative. JCFOC 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) acknowledge that there are market risks with respect to any investment and there can be no assurance against risk of loss. Gains from investment of the fund will increase amount available for distribution and loss on the fund will reduce amount available for distribution.
10. Funds invested in the Conservative, Moderate or Balanced Investment Option will be charged an annual fee of 1.5%, with a minimum annual fee of \$99. For fund balances greater than \$1 million a tiered structure is used. Funds invested in the Cash Equivalent Option will be charged an annual fee of .55%, with a minimum annual fee of \$99. Fees will be automatically deducted from your fund monthly based on the daily average balance. These fees are subject to change at any time by JCFOC's Board of Directors. As a courtesy, JCFOC will communicate changes to the fee structure in advance.
11. It is intended that the Fund will be a component part of JCFOC and that nothing in the Agreement will affect the status of JCFOC 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.

Signatures

Donor (print name)

Donor (signature)

Date

Donor (print name)

Donor (signature)

Date

JCFOC (print name, title)

JCFOC (signature)

Date