

**JEWISH COMMUNITY FEDERATION OF SAN FRANCISCO,  
THE PENINSULA, MARIN AND SONOMA COUNTIES**

**DONOR ADVISED FUND  
FUND AGREEMENT**

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”).

Delivery is made by the undersigned (singly or collectively, the “Donor”) of the property listed in Schedule "A" (the “Property”). Delivery of the Property constitutes an irrevocable gift by the Donor to the Federation.

A fund will be established on the books of the Federation which shall be known as the \_\_\_\_\_ Philanthropic Fund (the “Fund”). The following terms and conditions of this agreement (“Agreement”) shall apply to and govern the Fund:

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 Philanthropic Donor Advised Funds as may be amended from time to time (the “Fund Policies”).
2. The Fund shall consist of the Property, 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.
3. 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.
4. 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.
5. 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.
6. It is intended that the Fund shall be a component part of the Federation's Jewish Community Endowment Fund, 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.

7. 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.

Please check as appropriate:

\_\_\_\_\_ Recommendations for disbursements  
from this fund may be made by the signators  
jointly or individually

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_ Recommendations may only be made  
by the signators jointly

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name)

Receipt of the above described property on this date acknowledged and the terms of the gift accepted this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

JEWISH COMMUNITY ENDOWMENT FUND OF THE JEWISH COMMUNITY FEDERATION OF SAN  
FRANCISCO, THE PENINSULA, MARIN AND SONOMA COUNTIES

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

*We have found it very beneficial to note in our public relations materials those people who have established a Philanthropic Fund with the Jewish Community Endowment Fund. This is done only with the permission of the donors. Our primary purpose in publicizing names is to generate more funds with the example you have set.*

- YES, I would like my name to be included in these materials*
- NO, please do not include my name in these materials*