



DONOR ADVISED FUND AGREEMENT

DONOR NAME

DONOR ADVISED FUND OF JEWISHCOLORADO

This AGREEMENT ("Agreement") is made this ____ day of _____, 20____ ("Effective Date") by and between _____ ("Donor") and JEWISHcolorado, a Colorado nonprofit corporation ("Jco"). This Agreement constitutes the entire understanding between Donor and Jco regarding the establishment of a donor advised fund.

Donor hereby transfers to Jco the property described on Schedule A attached hereto and incorporated herein by reference as an irrevocable gift to Jco and to be administered and distributed in accordance with the following terms and conditions.

1. **Fund** A Fund shall be established on the books of Jco and shall be known as the _____ (the "Fund").
2. **Gift** The Fund shall include (a) the property received from Donor as described above, (b) additional property that may be received from Donor from time to time and accepted for inclusion in the Fund, and (c) all income and earnings from the foregoing property.
3. **Purpose** The Fund shall be used only for charitable, educational, or religious purposes (or any combination of such purposes) within the purposes of Jco, either directly or by contributions to other organizations for such purpose or purposes which qualify as charitable purposes within the meaning of Sections 170 and 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The income, earnings, and/or principal of the Fund shall be distributed only to organizations of the type which an individual taxpayer may make deductible charitable contributions, gifts, and bequests under the income, gift and estate tax provisions of the Internal Revenue Code of 1986, as amended. It is intended by the foregoing that at the time a distribution is made from the Fund, the organization which is the beneficiary must be an organization described in Sections 170(c), 2055(a) and 2522(a) of the Internal Revenue Code of 1986, as amended.
4. **Authority** The Fund shall be the property of Jco held by it in its normal corporate capacity; it shall not be deemed a trust fund held by it in a trustee capacity. Jco, in its normal corporate capacity, shall have the ultimate authority and control over all property in the Fund, including the income and earnings derived therefrom, pursuant to the charitable, educational, and religious purposes of Jco.
5. **Governance** The Fund shall be subject to, governed by, and managed pursuant to the articles of incorporation, bylaws, and general investment and other policies and objectives of Jco ("Governing Instruments"), as approved by the Board of Directors and subject to

amendment from time to time. The Fund is an institutional fund and, as such, will be invested and administered in accordance with the Colorado Uniform Management of Institutional Funds Act (UPMIFA).

6. **Distributions** Fund distributions shall 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 Jco shall determine in its sole discretion. Jco acknowledges that the only Donor and the signatories below shall have authority to make periodic recommendations for distributions from the Fund, and that such recommendations shall be solely advisory. Distribution recommendations of Donor are subject to approval by the Board of Directors and the Governing Instruments of Jco. Distributions for Jewish charitable, educational, and religious purposes shall be preferred over all others.
7. **Recordkeeping** The Fund shall be established as a separate fund on the books of Jco. Jco may commingle the Fund's assets with other assets of Jco for purposes of investment, provided that appropriate records are maintained to properly determine the allocable share of the Fund's income and earnings, as well as all additions to and disbursements from the Fund.
8. **Reporting** Donor shall have the option to receive regular reports on the balance of and activity in the Fund, either electronically or by mail. Donor shall have 24/7 access to Fund information via DonorSphere, which will allow Donor to view Fund balances, make gift and grant transactions, and research giving opportunities.
9. **Donor Advisor** Donor may designate in writing a representative or a committee consisting of relatives, friends, or other third parties to maintain Donor's ongoing relationship with Jco ("Donor Advisor"). If a Donor Advisor is appointed, such Donor Advisor shall be the exclusive contact with Jco and may make recommendations with respect to distributions from the Fund. Donor may change the Donor Advisor of the Fund at any time by communicating such change in writing to Jco. Upon the death of Donor, and absent written designation of a successor Donor Advisor or written legacy documents to the contrary, the right to make distribution recommendations from the Fund shall terminate and any remaining funds shall be placed in Jco's unrestricted endowment.
10. **Donor Benefit Restrictions** Jco prohibits any distribution from the Fund that directly or indirectly benefits Donor, Donor's family, or the Donor's Advisor. Donor understands and agrees that no distribution from the Fund will be used to discharge or satisfy a legally enforceable pledge or obligation of Donor or of any other person. Distributions shall not be made for any event where goods or services, including, but not limited to event tickets, meals, and tables at charity events, are provided to Donor in exchange for the distribution. Donor, Donor's Advisor, and related parties shall not benefit from grants, loans, compensation, or similar payments, including expense reimbursements.
11. **Fees** Donor acknowledges that the Fund will be charged a reasonable general administration fee for Jco to administer and maintain the Fund. The general administration fee shall be consistent with Jco's normal practice of allocating costs of administration among its various funds and may change from time to time. The current fee structure, which is charged on a quarterly basis, is the greater of: (a) 0.75% per annum on balances up

to \$500,000, plus 0.50% per annum on balances of \$500,000 to \$1 million, plus 0.25% per annum on balances over \$1 million; or (b) \$250.00 per annum. In addition, an investment management fee (0.25%, remitted to the Investment Manager, Syntrinsic Investment Counsel) and related sub-accounting/technology interface fee (0.24%, remitted to Fiduciary Technology Partners) is charged on a quarterly basis against the entirety of the selected investment asset base.

12. **Status of Fund** It is intended that the Fund shall be component part of Jco and nothing in the Agreement shall affect the status of Jco as an organization described in Section 501(c)(3) of the Internal Revenue Code, and as an organization which is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code of 1986, as amended. The Agreement shall be interpreted in a manner consistent with foregoing intention, and so as to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. References in this Agreement to the Internal Revenue Code of 1986, as amended, shall include the corresponding provisions of any subsequent federal tax laws.
13. **Colorado Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jco 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.
14. **Donor Permission** Donor hereby gives permission to Jco to list, identify, or otherwise use Donor name in any marketing or publication materials distributed by Jco. No other information about Donor or the Fund shall be made available without the prior, explicit consent of Donor.
15. **Counterparts** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.
16. **Written Communication** For purposes of this Agreement, all notices, recommendations, and reports (“Written Communications”) shall be delivered by mail, email, or fax as follows, unless Donor or Jco provide different contact information in writing to the other party:

Written Communications to Donor:

Donor:
Address:
E-Mail:
Phone:

Written Communication to Jco:

JEWISHcolorado
300 South Dahlia Street
Denver, CO 80246-8136
E-mail: _____

The parties have executed this Agreement as of the dates set forth below, to be effective as of the Effective Date.

DONOR:

Donor 1
Date: _____

Donor Name Signature

Mailing Address

Email Phone

Donor 2
Date: _____

Donor Name Signature

Mailing Address

Email Phone

JEWISHcolorado, a Colorado nonprofit corporation:

Date: _____

By: _____

Schedule A

Initial assets transferred as an irrevocable gift to JEWISHcolorado to establish Donor Advised Fund.

SAMPLE - NOT FOR USE