

## Donor-Advised Fund Agreement

Date: \_\_\_\_\_

☐ New Fund    ☐ Updated Fund

☐ L'dor Vador Fund (*A collaborative fund opened by a grandparent or parent for the use of their children or grandchildren.*)

This Agreement updates and supersedes any previous Donor-Advised Fund Agreement with Jewish Federation of Greater Atlanta. Delivery is hereby made by the undersigned Donor(s) of the property listed on Schedule "A" and made a part hereof (the "Property"). Delivery of the Property constitutes an irrevocable gift of the Property to the Jewish Federation of Greater Atlanta d/b/a *Atlanta Jewish Foundation* ("the Foundation") upon acceptance of the Property and with the following terms and conditions:

1.    **Establishment of the Fund.** A fund will be established on the books of the Foundation which will be known as:

\_\_\_\_\_ **Fund** (the "Fund")

2.    **Contributions to the Fund.** The Fund will include the Property this day received from said Donor(s), any property as may from time to time be transferred to the Foundation by the Donor(s) for inclusion in the Fund, or any property received from time to time by the Foundation from any other source and accepted by Foundation for inclusion in the Fund, and all income from the foregoing property.

3.    **Ownership and Control.** The Fund will be the property of the Foundation held by it in its normal corporate capacity; it shall not be deemed a trust fund held by it in a trustee capacity. The Foundation will 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 Foundation.

4.    **Purpose.** The Fund will be used only for charitable, educational, benevolent or religious purposes (or any combination of such purposes) within the purposes of the Foundation, either directly or by contributions to other organizations for such purpose or purposes.

5. **Distributions/Grants.** (a) Donor(s) or their designated advisor(s) retain the privilege of recommending distributions, or grants, from the Fund. Distributions from the Fund of the income or principal or both of the Fund, within the limitations provided for in paragraph 4 above and paragraph 5(b) below, 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 the Foundation approves. The recommendations with respect to distributions will be solely advisory and Foundation will not be bound by such recommendations. It is the intention of the fundholders that the Fund remain at Atlanta Jewish Foundation.

**A. No Benefit Received.** A Donor 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, for example, tickets to events, meals, auctions, and museum memberships).

**B. Minimum Distributions.** Distributions should be for \$100 or more.

(b) Donor(s) acknowledge and agree (A) that the Foundation currently maintains four diversified investment portfolios with the goal of providing a reliable source of income to meet the needs and services of the community, related entities and beneficiary agencies and (B) that such portfolios are designed to include dynamic management where the portfolio investment manager will make tactical changes to the asset allocation in response to market conditions with a goal of further enhancing returns or reducing risk, depending on market conditions. Accordingly, to enable the investment portfolios to stay within targeted asset allocations and meet cash flow obligations as they come due, in addition to any other limitations set forth herein, the Foundation requires that the assets contributed to the Fund be held subject to the following distribution and transfer restrictions:

| <b>Funds of Less than \$5 Million</b> |                                  |                                   |                                   |
|---------------------------------------|----------------------------------|-----------------------------------|-----------------------------------|
| <b>Payout</b>                         | Up to \$1 Million                | The Next \$2.5 Million            | Remaining Balance                 |
| <b>Distributions</b>                  | Within 30 days of initial notice | Within 90 Days of initial notice  | Within 180 days of initial notice |
| <b>Funds of \$5 Million or More</b>   |                                  |                                   |                                   |
| <b>Payout</b>                         | Up to \$2.5 Million              | Lesser of \$5 Million or 50%      | Remaining Balance                 |
| <b>Distributions</b>                  | Within 30 days of initial notice | Within 120 Days of initial notice | Within 180 days of initial notice |

6. **Advisors and Successor Advisors to the Fund.** Subject to the restrictions set forth in Section 5(b) above and other restrictions set forth herein, the individuals named in Schedule "B" maintain the right to recommend distributions.
7. **Investments.** The Foundation shall at all times retain the full authority and control over the investment of the assets contributed to the Fund. Donor(s) acknowledge that there are market risks with respect to any investment and there can be no assurance against risk of loss.
8. **Fees.** The Fund shall be charged fees based on the current Foundation fee structure attached hereto as Schedule D. Any subsequent changes to the Foundation's fee structure shall apply to the Fund and be communicated to the Fund's Advisors. By executing this Donor-Advised Fund Agreement, the undersigned Donor(s) expressly acknowledge Foundation's current fee structure and to the Fund's being charged fees based on this structure.
9. **Policies and Procedures.** The Fund will be administered under and subject to the Donor- Advised Fund Policies and Procedures as the same may be revised from time to time. Donor(s) has/ have reviewed these policies and procedures and received a copy of the *Atlanta Jewish Foundation Donor-Advised Fund Official Guidebook*.
10. **Component Fund.** It is intended that the Fund will be a component part of the Foundation and that nothing in the Agreement will affect the status of Jewish Federation of Greater Atlanta 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 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. 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. Reference in this Agreement to provisions of the Code shall be deemed references to the corresponding provisions of any future Internal Revenue law.

Kindly indicate below your acceptance of this gift and of the foregoing terms and conditions.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**DONOR(S)**

\_\_\_\_\_  
  
\_\_\_\_\_

Receipt of the above-described property on this date is acknowledged.

**JEWISH FEDERATION OF GREATER ATLANTA, INC. D/B/A ATLANTA JEWISH FOUNDATION.**

By: \_\_\_\_\_  
Renee Kutner  
President and CEO

By: \_\_\_\_\_  
Lindsay Kopecky  
Frances Bunzl Chief Advancement Officer

Donor Initials \_\_\_\_\_

Please choose an investment model for your DAF:

|  | <b>Investment Model</b>    | <b>Current Allocation Range</b>  |
|--|----------------------------|--|
|  | <b>Moderate Growth</b>     | 55%-85% Equity<br>12%-32% Fixed Income<br>0%-20% Alternatives<br><i>*includes Jewish-value investments</i> |
|  | <b>Conservative Growth</b> | 35%-60% Equity<br>35%-65% Fixed Income<br>0%-20% Alternatives  |
|  | <b>ESG</b>                 | 45%-75% Equity<br>25%-55% Fixed Income   |
|  | <b>Money Market</b>        | 100% Cash and Cash Equivalents   |
|  | <b>Outside Manager</b>     | Available for accounts over \$250,000  |

If using an outside manager, list contact information below:

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

*\*If no selection is indicated above, the fund will be invested in the Moderate Pool*

## Section 1: Demographic Data

### Donor-Advised Fund Information

The donors of a fund have full and equal rights to recommend grants and to elect the successors of the fund. For two or more donors, all correspondence will be sent to Donor 1 if the mailing addresses are different. (Please attach an additional sheet if necessary.)

#### Donor 1

|                 |                  |
|-----------------|------------------|
| Name            | Daytime Phone    |
| Mailing Address | City, State, Zip |
| E-Mail          |                  |
| Home Phone      | Birth Date       |

#### Donor 2

|                 |                  |
|-----------------|------------------|
| Name            | Daytime Phone    |
| Mailing Address | City, State, Zip |
| E-Mail          |                  |
| Home Phone      | Birth Date       |

**SCHEDULE A**

**Listing of property transferred to the Federation to fund a new Donor-Advised Fund.**

- Funding with cash  
Make check payable to Jewish Federation of Greater Atlanta, indicate check number, date, and amount
- Funding by wire  
Account Name: Jewish Federation of Greater Atlanta Inc., Supernow  
Account Bank Name: Truist Bank, Atlanta, Georgia  
ABA Number: 061000104  
Account Number: 8801578918
- Funding by stock  
Indicate number of shares, symbol, and expected value  
Account Name: Jewish Federation of Greater Atlanta, Inc.  
Bank name: Charles Schwab  
Account Number: 4842-5545  
DTC Number: 0164
- Funding by illiquid or complex assets  
Provide details of asset current and anticipated value

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## SCHEDULE B

### Advisors and Successor Advisors

**A. Advisors (Optional):** Additional advisors to the Fund as elected by the donor (i.e. children, parents, or siblings):

\_\_\_\_\_ and/or \_\_\_\_\_

**B. Successor Advisors/Disposition of the Fund:** Upon the death or disability of all of the above-named individuals, we recommend that:

\_\_\_\_\_ % Fund assets be retained in the Fund with recommendations to be made by:  
(Sperate funds may be established)

PRIMARY SUCCESSOR ADVISOR(S)

\_\_\_\_\_ who is my/our \_\_\_\_\_  
Name Relationship

Age: \_\_\_\_\_ Address: \_\_\_\_\_

Phone#: \_\_\_\_\_ E-mail: \_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_ who is my/our \_\_\_\_\_  
Name Relationship

Age: \_\_\_\_\_ Address: \_\_\_\_\_

Phone#: \_\_\_\_\_ E-mail: \_\_\_\_\_

Other: \_\_\_\_\_

SECONDARY SUCCESSOR ADVISOR (OPTIONAL)

\_\_\_\_\_ who is my/our \_\_\_\_\_  
Name Relationship

Age: \_\_\_\_\_ Address: \_\_\_\_\_

Phone#: \_\_\_\_\_ E-mail: \_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_ % Fund assets be transferred to Atlanta Jewish Foundation as an  
Unrestricted Endowment for the Jewish Federation of Greater Atlanta.

\_\_\_\_\_ % Fund assets be transferred to Atlanta Jewish Foundation as a permanent  
Endowment for the Annual Campaign of Jewish Federation of Greater Atlanta.

\_\_\_\_\_ % Fund assets be transferred to Atlanta Jewish Foundation as a permanent  
Endowment Fund to benefit specific organizations or areas of interest.

\_\_\_\_\_ % Fund assets to be transferred to the following organizations in equal shares.  
Organization:

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### C. The Jewish Future Promise (Optional)

The Jewish Future Promise is a worldwide movement inspiring Jews of all backgrounds to commit that from the charity they leave at their passing, at least half is earmarked to support the Jewish people and/or the State of Israel. The Promise is not a fundraiser for a specific Jewish organization. It is a moral commitment to the Jewish people.

No matter your age or your net worth, your signature sends a powerful message to family, friends and future generations about sustaining the Jewish people. Imagine what can happen if a million people commit to ensure that the Jewish future is secure?

**By signing this Promise**, I make the commitment that, upon my passing, at least 50% of any funds left to charity will be directed to causes that strengthen and service the Jewish people and/or State of Israel.

**This is a moral commitment** and not a legal or binding agreement. I make it because a vibrant Jewish future is important to me. I want to help create a world where the next generation stands tall with Jewish pride.

**I Hereby Promise...** that from the funds I leave to charity upon my passing, half or more will be directed to efforts to strengthen and serve the Jewish people and/or the State of Israel

Scan the QR Code below to sign the Jewish Future Promise today!



\_\_\_ I signed the Jewish Future Promise!

## SCHEDULE C

### Publicity and Grant Acknowledgement

#### ***PUBLICITY***

You may include my/our name(s) and the name of the Fund as part of a list of donors, with no dollar amounts indicated, in Federation promotional materials.

☐ Yes ☐ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SCHEDULE D

### Fee Schedule Donor-Advised Funds

|                            |   |
|----------------------------|---|
| First \$500,000            | 100 Basis points (1%)                   |
| Next \$500K-\$10M          | 50 Basis points (.50%)                  |
| Over \$10M                 | 30 Basis points (.30%)                  |
| Real Estate/Illiquid Asset | \$2,500 per asset, other fees may apply |

The minimum initial contribution to open a Donor-Advised Fund is \$2,500, maintaining a minimum daily balance of at least \$1,000. All donor-advised funds will pay an annual fee of \$250 deducted from the fund to cover the costs involved in administering grants and providing donor services. These fees are subject to change from time to time, pursuant to decisions made by the Federation President/CEO, Chief Financial Officer, and the Atlanta Jewish Foundation Oversight Committee.

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## Section 2: Your Philanthropic Interests

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**A. Please indicate if you have a charitable interest in the following charitable areas:**

- ☐ Arts & Culture (historical societies, libraries, museums, performing arts)
- ☐ Education & Engagement (camps, college/university, pre-school, primary/secondary school, sports, synagogues)
- ☐ Environment & Animals (botanical gardens, climate, conservation, parks, zoos)
- ☐ Health & Well Being (disease/disability, hospital/clinic, research)
- ☐ Human Services (aging, Holocaust, Social welfare (poverty, homelessness, basic needs)
- ☐ Israel
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**B. What organizations locally or nationally do you currently support or otherwise affiliate with?**

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## Section 3: Legacy Planning

**Please describe any gifts you have left in your estate for the Jewish Community:**

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