



A service of Jewish Federation of Greater Atlanta 

Donor-Advised Fund Agreement

Date: _____

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. (a) Donor(s) or their designated advisor(s) retain the privilege of recommending distributions, or grants, from the Fund. Such privileges include the right to recommend all amounts in the Fund be transferred to a Donor-Advised Fund owned and operated by another public charity. 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.

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. No Pledge or Obligation Satisfied. It is understood that no distributions will be used to discharge or satisfy a legally enforceable pledge or obligation of any person, including the Donor of a Donor-Advised Fund.

(b) Donor(s) acknowledge and agree (A) that the Foundation currently maintains five 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:

Funds of Less than \$5 Million			
Payout	Up to \$1 Million	The Next \$2.5 Million	Remaining Balance
Distributions	Within 30 days of initial notice	Within 90 Days of initial notice	Within 180 days of initial notice

Funds of \$5 Million or More			
Payout	Up to \$2.5 Million	Lesser of \$5 Million or 50%	Remaining Balance
Distributions	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 _____, 2016.

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: _____
Eric Robbins
Chief Executive Officer

By: _____
Beth A. Warner
Chief Philanthropy Officer

Please choose an investment model for your DAF:

	Investment Model	Present Target Allocation
	Conservative	30%-55% Equity / 45%-70% Fixed Income / 0%-10% Alternatives
	Conservative Limited Growth	80%-100% Fixed Income / 0%-20% Cash
	Moderate	45%-70% Equity / 25%-45% Fixed Income / 0%-25% Alternatives

Donor Initials _____

<input type="checkbox"/>	Aggressive	65%-90% Equity /5%-25% Fixed Income / 0%-15% Alternatives
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If no selection is indicated above, the fund will be invested in the Moderate Pool.

SCHEDULE B

Advisors and Successor Advisors

A. Advisors: Recommendations from the Fund will be made by:

_____ 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:

_____ who is my/our _____
Name Relationship

Age: _____ Address: _____

Phone #: _____ E-mail: _____

Other: _____

_____ who is my/our _____
Name Relationship

Age: _____ Address: _____

Phone #: _____ E-mail: _____

Other: _____

___% Fund assets be transferred to Atlanta Jewish Foundation as a permanent Unrestricted Endowment.

___% 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 Jewish Federation of Greater Atlanta Beneficiary Agencies or Affiliates. Organization and Amount/Percentage:

_____ at (\$) _____ (%)

_____ at (\$) _____ (%)

_____ at (\$) _____ (%)

_____ at (\$) _____ (%)

_____ at (\$) _____ (%)

_____ at (\$) _____ (%)

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: _____

GRANT ACKNOWLEDGMENT

When sending grants to organizations in the Fund's name you may use:

My/our names as indicated in the Publicity Agreement and my/our address.

My/our name only with no address included.

I/We prefer grants to be made anonymously.

SCHEDULE D

JFGA Fee Schedule

Donor-Advised Funds	
Minimum to Open:	\$2,500
Minimum Fund Balance	\$1,000
Annual Administrative Fee:	\$250
Annual Asset Fee (based on yearly average account value)	<ul style="list-style-type: none">• Up to \$500,000 /One Hundred Basis Points (1%)• The next \$500,000 to \$10 Million/ Fifty Basis Points (0.5%)• Over \$10Million/ Thirty Basis Points (0.3%)
Annual Add on Fee for real estate	\$2,500
Annual Add on Fee for illiquid assets	\$2500
Annual Add on Fee for outside management	\$1,500 ¹

¹ Available for Donor-Advised Funds of \$250,000 or more

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

Section 2: Your Philanthropic Interests

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

- Arts & Culture
- Children & Teens
- Education
- Emergency Relief
- Environment
- Health/Medical Research
- Human Rights/Social Action
- Human Services
- Israel
- Jewish Education
- Overseas
- Seniors
- Women & Girls
- Other _____

C. What organizations locally or nationally do you currently support or otherwise affiliate with?

Section 3: Legacy Planning

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

Section 4: PHIL

www.JewishAtlanta.org

The Foundation's online management portal, PHIL, enables you to (Complimentary Service):

- Obtain Fund Balance and quarterly statements
- Review Fund history, including contributions and grants
- Recommend grants
- Download forms

Comparison of Charitable Structures

	Donor-Advised Fund	Supporting Organization	Private Foundation
1. Legal Entity	Incorporated into The Jewish Federation of Greater Atlanta's 501(c)(3) status	Must establish 501(c)(3) status from IRS	Must establish 501(c)(3) status from IRS
2. Tax Status	Public charity	Public charity	Private foundation
3. Tax Deductibility of Donations	50% of AGI for cash gifts; 30% of AGI for long-term capital gains	50% of AGI for cash gifts; 30% of AGI for long-term capital gains	30% of AGI for cash gifts; 20% of AGI for long-term capital gains
4. Taxes paid	None	None	2% excise tax on net investment income, possible penalty taxes
5. Tax Returns, States & Federal	None. Covered by The Jewish Federation's 990 Form	Federal 990 filed by The Jewish Federation at no additional cost	Federal 990-PF filed by Private Foundation at their own cost
6. Annual Payout Required	None	None	5% of net investment income
7. Governance	Donor makes allocations requests online	Board of Directors with a majority of Directors representing Federation	Board of Directors chosen by Private Foundation with some restrictions
8. Accounting, Audit, IRS Compliance & Public Report	Covered within The Jewish Federation's audit. IRS compliance measures are handled by Federation staff	Atlanta Jewish Foundation handles all matters at no additional cost	Must establish accounting and audit systems at own cost
9. Assets	Requires liquid assets, may hold real estate, privately held and other illiquid assets	May hold unusual assets; e.g. real estate and closely held business stock	Some restrictions depending on type of assets held

Donor Initials _____

	Donor-Advised Fund	Supporting Organization	Private Foundation
10. Asset Investment	Four investment pool options monitored & evaluated by investment sub-committee, 48 basis points investment fee (.48%). May operate investment separately with \$250,000+ fund balance	Can invest separately or with the Jewish Federation at no additional cost	Must implement & manage own investments
11. Knowledgeable Staff	Staff provided by The Foundation.	Staff provided by The Foundation.	Must employ & manage private staff
12. Fees, Expenses, Minimums to open	Annual Administrative fee of \$250. An annual Asset Fee of 100 basis points charged quarterly (.25% per quarter) for funds up to \$500,000; 50 basis points charged quarterly (.125% per quarter) for amounts over \$500,000 up to \$10 million. 30 basis points charged quarterly (.075% per quarter) for amounts over \$10 million. The minimum to open a fund is \$2,500.	The Atlanta Jewish Foundation fee structure: \$10,000 annual administrative base fee + 25 basis points (.25%) asset fee + an additional \$2,500 annual fee for real estate assets. A minimum \$1 million is needed to open a Supporting Organization.	All expenses paid by asset income — some IRS limitations. No minimum required.
13. Directors & Officers Insurance, Surety Bonds	Covered by The Jewish Federation of Greater Atlanta	Covered by The Jewish Federation of Greater Atlanta	Must carry separate coverage