Donor Advised Fund Agreement

Date: _____

Jewish Federation of Rhode Island
130 Sessions Street
Providence, RI 02906

This agreement updates and supersedes any previous Donor Advised Fund agreement. Delivery is made herewith by the undersigned Donor(s) of the property listed in Schedule "A" and made a part hereof. Delivery of said property constitutes an irrevocable gift of same to the Jewish Federation of Rhode Island (the "Federation") upon acceptance of the gift and with the following terms and conditions:

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

_____**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 Federation by the Donor(s) for inclusion in the Fund, or any property received from time to time by the Federation from any other source and accepted by the Federation for inclusion in the Fund, and all income from the foregoing property.

3. **Ownership and Control.** The Fund will be the property of the Federation held by it in its normal corporate capacity; it shall not be deemed a trust fund held by it in a trustee capacity. The Federation will have the ultimate authority and control over all property in the Fund, and the income derived there from, for the charitable, educational and religious purposes of the Federation.

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 Federation, either directly or by contributions to other organizations for such purpose or purposes.

5. **Distributions.** 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, 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 the Federation approves. The recommendations with respect to

distributions will be solely advisory and the Federation 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 (includes tickets to events, meals, auctions, 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.

6. **Advisors and Successor Advisors to the Fund.** The individuals named in Schedule “B” maintain the right to recommend distributions.

7. **Investments.** The Federation 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 will be charged an annual fee based on the assets of the Fund balance, payable quarterly, to cover the cost of administration. Fees are determined as the percentage share of the total holdings of the JFRI Endowment Fund multiplied by the actual expenses.

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.

10. **Component Fund.** It is intended that the Fund will be a component part of the Federation and that nothing in the Agreement will 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 Federation 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. 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 law.

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

Very truly yours,

Donor(s)

_____

_____

Accepted this ____day of _____, 200__.
Receipt of the above-described property on this date is acknowledged.

Jewish Federation of Rhode Island

By: _____
Bradley Laye

Its: _____
Chief Philanthropy Officer

SCHEDULE A
Listing of property transferred to the Federation to fund a new Donor Advised Fund.

(If funding with cash, please make check payable to Jewish Federation of Rhode Island and indicate check number, date and amount.)

_____
_____
_____
_____

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 the Federation's Jewish Community Trust.

___% Fund assets be transferred to the Jewish Federation of Rhode Island as a permanent Endowment for the Annual Campaign.

___% Fund assets be transferred to the Jewish Federation of Rhode Island as a permanent Endowment Fund to benefit specific organizations or areas of interest.

___% Fund assets to be transferred to the following Jewish Federation of Rhode Island Beneficiary Agencies or Affiliates.

Organization Amount or Percentage

_____ _____
_____ _____
_____ _____

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.

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	
Fax	
Home Phone	Birth Date

Donor 2

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

Section 2: Your Philanthropic Interests.

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

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

B. What organizations locally or nationally do you currently support?

What synagogue are you a member of (if any)?
_____

C. Please describe your current Federation of Rhode Island involvement and affiliations.

Donor 1	Donor 2

Section 3: Legacy Planning

Please describe any estate gifts you have for the Jewish Federation of Rhode Island:

_____

_____

_____

_____

_____

Please return this form to the Jewish Federation of Rhode Island, 130 Sessions Street, Providence, RI 02906 or fax to 401-331-7961. For more information, contact Bradley Laye, JFRI Chief Philanthropy Office, at 401-421-4111 x173.