

## Donor Advised Fund Agreement

Dated: \_\_\_\_\_

### 1 Donor Advisor Information

Each Donor Advisor of this Fund (Donor Advisor(s)) has privileges to make grant and investment recommendations appropriate for the Fund. If there is more than one Donor Advisor, approval of (\_\_\_\_\_ all/ \_\_\_\_\_ a majority) of the Donor Advisors are required to make grant and investment recommendations. Please attach information for additional Donor Advisors on a separate page.

#### Donor Advisor 1

_____		_____	
Full Name (first, middle, last)		Preferred Salutation (Samuel or Sam)	
_____		_____	
Home Address		Date of Birth	
_____		Contact Me: <input type="checkbox"/> At Home <input type="checkbox"/> At Work	
City / State / ZIP			
_____			
Business Name			
_____		_____	
Business Address		City / State / ZIP	
_____	_____	_____	_____
Home Phone	Business Phone	Cell Phone	Email Address

## Donor Advisor 2

<hr/>		<hr/>	
Full Name (first, middle, last)		Preferred Salutation (Samuel or Sam)	
<hr/>		<hr/>	
Home Address		Date of Birth	
<hr/>		<hr/>	
<hr/>		Contact Me: <input type="checkbox"/> At Home <input type="checkbox"/> At Work	
City / State / ZIP			
<hr/>		<hr/>	
Business Name			
<hr/>			
<hr/>		<hr/>	
Business Address		City / State / ZIP	
<hr/>		<hr/>	
<hr/>	<hr/>	<hr/>	<hr/>
Home Phone	Business Phone	Cell Phone	Email Address

## Donor Advisor 3

<hr/>		<hr/>	
Full Name (first, middle, last)		Preferred Salutation (Samuel or Sam)	
<hr/>		<hr/>	
Home Address		Date of Birth	
<hr/>		<hr/>	
<hr/>		Contact Me: <input type="checkbox"/> At Home <input type="checkbox"/> At Work	
City / State / ZIP			
<hr/>		<hr/>	
Business Name			
<hr/>			
<hr/>		<hr/>	
Business Address		City / State / ZIP	
<hr/>		<hr/>	
<hr/>	<hr/>	<hr/>	<hr/>
Home Phone	Business Phone	Cell Phone	Email Address

## 2 Name the Fund

Please choose a name for the Fund. Grants made to charities are accompanied by a letter which includes the Fund name (e.g. Samuel L. Cohen Family Fund of OJCF) and the name and address of the Donor Advisor(s) recommending the grant. For the Fund name to be anonymous, please name it accordingly (e.g. ABC Fund).

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Donor Advised Fund Name (the Fund)

The Foundation may use the Fund name in Foundation marketing materials and communications. Allowing us to do so will not only recognize the participation of the Donor Advisors(s) but will encourage others to follow this example.

☐ Check here if all grants from the Fund are to remain anonymous.

*To make occasional anonymous gifts from the Fund, please contact OJCF at 503.248.9328.*

Please select how you would like the fund set on our donation portal. Choosing public would allow you and others to contribute to the fund via our online donation portal. If set to private, only the fund's advisors would be able to donate to the fund via the online donation portal.

☐ Private      ☐ Public

## 3 Contributions

The minimum initial contribution is \$1,800. Additional gifts can be made in any amount. If contributing multiple securities or assets, please attach pages as needed.

☐ Check for \$ \_\_\_\_\_

☐ Marketable \_\_\_\_\_ shares  
Securities \_\_\_\_\_ of

☐ IRA/Retirement Plan/Life Insurance  
(Attach copy of the beneficiary designation form)

☐ Restricted securities, ie stock,  
partnership, or LLC interest, etc.

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☐ Real Estate

☐ Other \_\_\_\_\_

## 4 Investments

Please choose from one section only.

### Standard Portfolios

The Donor Advisor(s) recommend that amounts held in the Fund be invested in accordance with one of the following asset allocations:

- ☐ Balanced\* (60% Equity/40% Fixed Income)
- ☐ Aggressive (75% Equity/25% Fixed Income)
- ☐ Conservative (40% Equity/60% Fixed Income)
- ☐ 100% Money Market

*\*Balanced is the OJCF recommended endowment asset allocation.*

**OR**

### Custom Portfolio

The Donor Advisor(s) recommend that amounts held in the Fund be invested in the following investment pools in accordance with the following percentages:

- |                                  |                                     |
|----------------------------------|-------------------------------------|
| ___ % Equity                     | ___ % ESG Equity                    |
| ___ % S&P 500 Index              | ___ % ESG Fixed Income              |
| ___ % Fixed Income               | ___ % Jewish Advocacy Strategy Pool |
| ___ % Total Bond Index Pool      | ___ % Money Market                  |
| ___ % International Equity Index | ___ % Short Term Bond Index Pool    |

The Donor Advisor(s) acknowledge and agree that IRS regulations enable Donor Advisor(s) to recommend investment preferences, but investment preferences, including as set forth in Section 4, are subject to the review and approval of OJCF. Thus, OJCF retains final discretion regarding any investment preferences. The Donor Advisor(s) understand that investments will be administered in accordance with OJCF's policies. OJCF will have all powers necessary or desirable to carry out the Purpose, including, but not limited to, the power to retain, invest, and reinvest amounts allocated to the Fund in any manner and the power to commingle the assets of the Fund with those of other funds for investment purposes. The Donor Advisor(s) acknowledge that investments are subject to market and interest rate fluctuation risks, and that any gain or loss generated by the investment of amounts held in the Fund will be credited or charged to Fund.

## 5 Succession Plan

On the death or incapacity of the Fund's last surviving Donor Advisor, all remaining assets of the Fund will be transferred to the OJCF Community Endowment Fund, which helps to ensure the continuity of the Jewish community in Oregon and SW Washington, unless noted as follows:

- |   |  |
|---|--|
| <input type="checkbox"/> Transfer the Fund's assets to the Foundation's administrative endowment fund to help strengthen the Foundation's operations. | <input type="checkbox"/> Create an Endowed Designated Fund for the benefit of the organization(s) named below: <i>(Total of percentages should equal 100 - attach additional sheet if necessary)</i> |
|   | _____ %  |
|   | _____ %  |
|   | _____ %  |
|   | _____ %  |
| <input type="checkbox"/> Transfer Advisory privileges of the Fund to Successor Advisor(s) as listed below. (Successor Advisor(s))                     | _____ %  |
|   | _____ %  |
|   | _____ %  |
|   | _____ %  |

### Successor Advisor(s)

If the above Successor Advisor(s) box is checked, Donor Advisor(s) may designate one generation of Successor Advisor(s) who have privileges to make recommendations appropriate for the Fund. Donor Advisor(s) may change this designation anytime by completing another Successor Advisor Designation Form. If there is more than one Successor Advisor, approval of (\_\_\_\_\_ all/ \_\_\_\_\_ a majority) of the Successor Advisors are required to make grant and investment recommendations.)

### Successor Advisor 1

Full Name (first, middle, last)		Preferred Salutation (Samuel or Sam)	
Home Address		Date of Birth	
		Contact Me: <input type="checkbox"/> At Home <input type="checkbox"/> At Work	
City / State / ZIP			
Home Phone	Business Phone	Cell Phone	Email Address



# OJCF

Oregon Jewish  
Community Foundation

## Successor Advisor 2

<hr/>		<hr/>	
Full Name (first, middle, last)		Preferred Salutation (Samuel or Sam)	
<hr/>		<hr/>	
Home Address		Date of Birth	
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<hr/>		Contact Me: <input type="checkbox"/> At Home <input type="checkbox"/> At Work	
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<hr/>		Contact Me: <input type="checkbox"/> At Home <input type="checkbox"/> At Work	
City / State / ZIP			
<hr/>		<hr/>	
Home Phone	Business Phone	Cell Phone	Email Address

## 6 Administrative Fee Schedule

The Fund will share in the total administrative costs of OJCF. OJCF's administrative fees can be found <https://www.ojcf.org/financial-information>, which are in effect as of the date of this Agreement. Fees are subject to change from time to time in the sole discretion of OJCF's Board of Trustees. For purposes of this Agreement, the administrative fee charged against the Fund will be subject to the fee schedule Donor Advised Funds and invested in OJCF's investment pools. OJCF's fees are in addition to any financial institution or third-party investment level pool fee or expense. Any expenses incurred by OJCF in accepting, transferring, or managing the Fund or property donated to OJCF for the Fund will be paid or reimbursed from the Fund. OJCF may charge a fee for administering or managing a grant process with respect to the Fund.



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## 7 Professional Advisor

If a financial, investment, tax, legal, or estate planning professional advised with respect to this Agreement or the establishment of or contribution to the Fund, please complete the following:

_____ Advisor Name		_____ Firm Name
_____ Mailing Address		_____ City / State / ZIP
_____ Business Phone	_____ Cell Phone	_____ Email Address

## 8 Referral

Please list any referral source to OJCF:

<input type="checkbox"/> Advisor	_____
<input type="checkbox"/> Firm Name	_____
<input type="checkbox"/> Family/Friend	_____
<input type="checkbox"/> OJCF Employee	_____
<input type="checkbox"/> Jewish Agency	_____
<input type="checkbox"/> Website (name)	_____
<input type="checkbox"/> Other	_____

## 9 Motivation

What motivated the establishment of the Fund?

<input type="checkbox"/> Involve multiple generations in giving	<input type="checkbox"/> Memorialize/honor someone
<input type="checkbox"/> Benefit the community	<input type="checkbox"/> Reduce tax burden
<input type="checkbox"/> Simplify my annual charitable giving	<input type="checkbox"/> Other _____

## 10 Signatures

(All Donor Advisors must sign below)

### **Procedures for Establishment & Operation of Funds**

The Donor Advisor(s) have reviewed the Procedures for Establishment & Operation of Funds and Guidelines & List of Charitable Needs (the Procedures) that can found at [OJCF Procedures For Establishment & Operation of Funds](#). The Fund, and amounts contributed or allocated to the Fund and amounts distributed from the Fund, are subject to the Procedures and the provisions of OJCF's Articles and Bylaws, as each of the foregoing may be amended or supplemented from time to time in the sole discretion of OJCF's Board of Trustees.

### **Component Funds**

The Fund is intended to be and shall be administered as a component fund of OJCF. The Fund's assets shall be held and owned by OJCF in its corporate capacity and shall not be deemed to be held by OJCF as a trustee of a separate trust for any beneficiary. All money and property in the Fund are assets of OJCF and not a separate trust and will be subject only to the control of OJCF.

### **Indemnity**

The Donor Advisor(s) will jointly and severally indemnify, defend, reimburse, and hold harmless OJCF, and its employees, officers, trustees, contractors, agents, affiliates, successors, and assigns, from any all claims, liabilities, obligations, losses, damages, costs, and expenses (including reasonable legal fees) arising from or relating to (a) the actions or inactions of any Donor Advisor, including any breach of this Agreement by any Donor Advisor; or (b) OJCF acting on instructions or recommendations given to it by any Donor Advisor or any authorized person.

### **Governing Law**

This Agreement will be construed in accordance with the laws of the state of Oregon and to comply with the requirements of federal tax law for allowances of such charitable deductions and for such qualifications.

### **Variance Power**

It is understood that the Donor Advised Fund to be established pursuant to this agreement will be subject to the provisions of the Articles and Bylaws of the Oregon Jewish Community Foundation, including the power reserved by the Board of Trustees to modify any condition or restriction on the distribution of funds if in its sole judgment (without the approval of any trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable policies of the Oregon Jewish Community Foundation.





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## Entire Agreement

This Agreement, and the policies, procedures, and documents referenced in this Agreement, comprise the entire agreement between the Donor Advisor(s) and OJCF and supersede any prior agreement, written or oral, between the parties.

## Disclaimer

The Donor Advisor(s) acknowledge and agree that OJCF has not and does not provide accounting, tax, investment, financial, or legal advice. The Donor Advisor(s) are encouraged to consult with their own professional advisors before entering into this Agreement and making any contribution to the Fund.

The Donor Advisor(s) enter into this Donor Advised Fund Agreement as of the date set forth on the title page.

*Donor Advisor 1*

*Donor Advisor 2*

*Donor Advisor 3*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

*Please print, sign and return to OJCF  
or contact us to request a DocuSign for digital signature.*

*Oregon Jewish Community Foundation*

*Foundation Notes (internal use only)*

\_\_\_\_\_  
Executive's Signature

\_\_\_\_\_  
Date of Gift

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Fund ID