OJCF
B'nai Tzedek

B'nai Tzedek Fund Agreement

Effective Date: _____

1 Advisor Information

Parent/Guardian Advisor 1

Parent / Guardian Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Email _____

Parent/Guardian Advisor 2 (optional)

Parent / Guardian Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Email _____

Youth Advisor (recommended)

Youth Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Email _____

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2 Name the Fund

Please choose a name for the Fund.

B'nai Tzedek Fund Name (the Fund) *(Ex. Samuel Goldberg B'nai Tzedek 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.

A B'nai Tzedek Fund is a public fund. OJCF is authorized to accept additional contributions to the Fund. Funds to establish a B'nai Tzedek Fund and all additional contributions are irrevocable gifts to OJCF.

3 Contributions

The minimum initial contribution is $250. The Foundation will match the initial contribution up to $250.

4 Investment Strategy

The fund will be invested in the Foundation's balanced investment allocations. OJCF may change investment allocations or invest the fund balance in any of OJCF's investment pools at any time in its discretion. The 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 Grants

Recommendations for grants from the Fund may be made annually to any OJCF partner organization, or any eligible Jewish nonprofit organization in Oregon, Southwest Washington, Israel, or where the Youth Advisor resides. The amount available to be granted from the fund annually will be the greater of $25.00 or the amount determined by the Foundation's current endowment spending policy. Spendable amounts do not carry over from year to year.

6 Fund Conversion

When the youth advisor reaches the age of 25, the individual will have a choice of converting the fund to an OJCF donor advised fund if the fund has a minimum of $1,800.00. If the fund balance is less than $1,800.00, the fund will automatically be closed with the balance rolled into OJCF's B'nai Tzedek Operating Fund or OJCF's Community Endowment Fund at OJCF's discretion.

If the fund is inactive for three (3) years (no contributions and no grant recommendations) or the donor is unable to participate, the funds may be rolled into the B'nai Tzedek Operating Fund or OJCF's Community Endowment Fund at OJCF's discretion.

7 Administrative Fee Schedule

The Fund will be charged an administrative fee of 0.54%, which OJCF may change from time to time of its discretion.

8 Signatures

Procedures for Establishment & Operation of Funds

The Advisor(s) have reviewed the Procedures for Establishment & Operation of Funds and Guidelines & List of Charitable Needs (the Procedures) that can found on OJCF's website 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 OJCF's sole discretion.

Component Funds

The Fund is 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 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 Advisor, including any breach of this Agreement by any Advisor; or (b) OJCF acting on instructions or recommendations given to it by any 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 Fund to be established pursuant to this agreement will be subject to the provisions of OJCF's Articles and Bylaws, 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 OJCF's charitable policies.

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

{SIGNATURE PAGE FOLLOWS}

OJCF
B'nai Tzedek

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

The Advisor(s) enter into this B'nai Tzedek Fund Agreement as of the Effective Date.

☐ Checking this box and **printing my name below** constitutes my electronic signature, with the same effect as my handwritten signature, and my voluntary acceptance and agreement to all the terms and conditions in this Agreement.

Parent/Guardian 1 Signature: _____

☐ Checking this box and **printing my name below** constitutes my electronic signature, with the same effect as my handwritten signature, and my voluntary acceptance and agreement to all the terms and conditions in this Agreement.

Parent/Guardian 2 Signature: (optional) _____

☐ Checking this box and **printing my name below** constitutes my electronic signature, with the same effect as my handwritten signature, and my voluntary acceptance and agreement to all the terms and conditions in this Agreement.

Youth Signature: (recommended) _____

Oregon Jewish Community Foundation

_____
Signature

_____ _____
Name Title