



AGREEMENT TO ESTABLISH A DONOR-ADVISED FUND

This agreement is made to create a Donor Advised Fund (The Fund) between

(Donor's Name: *please print*) _____ and THE JEFFERSON
COMMUNITY FOUNDATION (*hereafter referred to as "The Community Foundation")

With this agreement, the Donor is delivering to The Community Foundation the property listed on the attached Schedule "A". This property constitutes an irrevocable gift to The Community Foundation upon acceptance by The Community Foundation of the gift on the following terms and conditions:

(1) NAME OF FUND: A fund shall be established on the books of The Community Foundation and be known as the: _____ (hereinafter "the Fund").

Any recipient of benefits from the Fund shall be advised that such benefits are from the Fund unless the Donor, in writing, requests that grant(s) not be identified from the Fund.

(2) (A) INITIAL CONTRIBUTION: The Donor has transferred and delivered to The Community Foundation the property described in Schedule A attached hereto and made a part of this Agreement. The Fund shall include this initial gift, such additional property as may from time to time be transferred to and accepted by The Community Foundation for inclusion in the Fund and all undistributed income from all such property. Any individual, corporation, or other entity may add gifts directly to the Fund. However, **no special events** may be conducted in the name of the Fund or in the name of the The Community Foundation.

(2) (B) INVESTMENT OF INITIAL CONTRIBUTION: Assets of the Fund may be commingled for purposes of investment with other assets of The Community Foundation. Control over the investment or reinvestment of such assets and the asset management of the Fund will be exercised exclusively by The Community Foundation. Upon signing of this fund agreement, the donor wishes the monies to be invested in (initial one):

- In a diversified portfolio as described in The Community Foundation Investment Policy Statement, or the
- Short Term Cash Equivalent Account

Donor Initials _____ Date _____

(3) PURPOSES: _____ (The Donor may designate a particular purpose, such as "arts" or "low-income children", or elect to keep the fund for "general charitable purposes as recommended by the donor over time." The Fund shall be used only for the charitable purposes of The Community Foundation, as more specifically set forth in its Declaration of Trust, as amended from time to time.

(4) DISTRIBUTIONS: Distributions from the Fund of the net income or principal or both, shall be made at such times, in such amounts, in such ways and for such purposes as The Community Foundation shall determine with advice from the Donor or his/her designee. The Community Foundation shall have the ultimate authority and control over all property in the Fund, and the income derived therefrom, for the charitable purposes of The Community Foundation. Neither Donor(s), nor the Advisor(s), nor any other related person may receive any tangible benefit or privilege in return for a distribution from the Fund. Under no circumstances may a distribution from this Fund be used to reimburse or support a Donor or Advisor to the Fund. No grants may be paid to individuals.

(5) GRANT RECOMMENDATIONS AND DESIGNATION OF A REPRESENTATIVE: The Donor may submit recommendations to The Community Foundation with respect to grant distributions. Recommendations with respect to distributions made by the Donor or his/her designee are solely advisory and The Community Foundation is not bound by any such recommendations. The Donor may recommend to The Community Foundation the revocation of any designation of an advisor made by the Donor. Any and all such designations or revocations made by the Donor shall be made in writing and become effective when received by The Community Foundation. Grant recommendations received from the Donor or his/her designee shall be for awards of \$250.00 or more. Recommendations for grant distributions shall be forwarded in writing to the Foundation on a form supplied by The Community Foundation.

(6) ADMINISTRATION OF THE FUND: The Fund shall be administered under the Procedures for Operation of Donor Advised Funds approved by The Community Foundation. It is understood that the Fund shall be charged regularly for a proper allocation of the administrative expenses attributable to its creation and maintenance.

(7) THE FUND AS COMPONENT OF THE FOUNDATION: It is intended that the Fund be a component part of The Community Foundation and not a separate trust, and that nothing in this Agreement shall affect the status of The Community Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and as an organization which is not a private foundation within the meaning of Section 509(a) of the Code. This Agreement shall be interpreted to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. The Community 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 purposes of this Fund. References herein to provisions of the Internal Revenue Code of 1986, as amended, shall be deemed references to the corresponding provisions of any future Internal Revenue Code.

(8) (A) FUND INACTIVITY/DEATH OF ADVISOR: Following three (3) years of inactivity, the principal and income of the Fund may be distributed to the Greater Jefferson Fund within The Community Foundation for such general purposes of the Foundation, as the Board, in its sole discretion, shall determine. Upon the death of the last Advisor, any remaining principal balance of the Fund shall be granted to the Greater Jefferson Fund within The Community Foundation, subject to (C) below.

(8) (B) SUCCESSOR DONOR ADVISOR: The Donor(s) may name Successor Donor Advisors to continue the grant selection process after the death, incapacity, other disqualifications or earlier assignment by the Donor(s) and each Donor Advisor.

I/We designate the individual(s) listed below as the Successor Donor Advisor(s) to the Fund with authority to grant distributions from the the Fund to qualified charitable organizations of his/her/their choosing on a time frame of his/her/their choosing. I/We understand that all grant distributions are subject to the The Community Foundation's determination that the grant recipient is a qualified charitable organization and that the recommended grant otherwise meets all application legal requirements. Please attach a separate page listing additional Successor Donor Advisors if necessary.

SUCCESSOR DONOR ADVISOR 1

Name _____

Mailing Address _____

City _____ State _____ Zip _____

Daytime Phone: _____

Date of Birth: _____

Social Security Number: _____

Email Address: _____

SUCCESSOR DONOR ADVISOR 2

Name _____

Mailing Address _____

City _____ State _____ Zip _____

Daytime Phone: _____

Date of Birth: _____

Social Security Number: _____

Email Address: _____

Note: If your Charitable Account has two or more Successor Donor Advisors at the same time, their rights as Successor Donor Advisors will be exercisable individually (i.e., each Successor Donor Advisor has individual authority).

(8) (C) FINAL DISTRIBUTION OF CHARITABLE ACCOUNT ASSETS: The Donor(s) direct the distribution of all the Fund assets to the qualified organizations listed below in the percentages specified. I/ We understand that all grant distributions are subject to The Community Foundation's determination that the grant recipient is a qualified charitable organization and that the recommended grant otherwise meets all applicable legal requirements. Percentages do not have to be equal, but must total 100%.

Please check this box if you choose to make selection of this option and the designations below irrevocable.

1st Organization

Organization Name: _____

Federal Tax ID Number (if known) _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Percentage (%) of Available Charitable Account Balance: _____

Special Allocation or Purpose (if applicable): _____

2nd Organization

Organization Name: _____

Federal Tax ID Number (if known) _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Percentage (%) of Available Charitable Account Balance: _____

Special Allocation or Purpose (if applicable): _____

3rd Organization

Organization Name: Jefferson Community Foundation

Percentage (%) of Available Charitable Account Balance: _____

Special Allocation or Purpose (if applicable): Greater Jefferson Fund

DONOR/PRIMARY CONTACT INFORMATION

Please provide this information for the donor or his/her designee who will be the primary contact person for The Community Foundation.

Name(s) (first, last) _____

Preferred Mailing Address (Street, City, State, Zip) Home Work

Home Telephone: _____ Work Telephone: _____

Email Address _____

ANONYMOUS FUND? (Check one)

Yes No

IN WITNESS WHEREOF Donor has caused this Agreement to be executed as of this _____ day of _____, 20____.

BY: DONOR SIGNATURE(S)

Name _____ I accept

Name _____ I accept

By selecting the "I Accept" button, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual/handwritten signature on this Agreement. By selecting "I Accept" using any device, means or action, you consent to the legally binding terms and conditions of this Agreement. You further agree that your signature on this document is as valid as if you signed the document in writing. You also agree that no certification authority or other third party verification is necessary to validate your signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting agreement between you and the Jefferson Community Foundation.

This Agreement and Contribution is accepted by: THE JEFFERSON COMMUNITY FOUNDATION

By: (Name and Title) _____

to be administered in accordance to the above terms on this _____ day of _____, 20____.

SCHEDULE A

Pursuant to the Agreement dated _____, description of property delivered to The Jefferson Community Foundation:

