



Jewish Federation
OF ST. LOUIS

Planned Giving

Donor Advised Fund Application and Agreement

DONOR INFORMATION. Donors to Donor Advised Funds may name the fund, recommend grant distributions as an advisor for the fund, make certain investment selections, designate additional advisors and successor advisors, and grant access to interested parties.

Donor 1: _____ Birth Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____ Email: _____

Donor 2: _____ Birth Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____ Email: _____

Statements for your fund account are available through our secure online Donor Portal. In order to access the Donor Portal you must provide at least one email address above.

I prefer to receive my statements through the mail.

NAME YOUR FUND. You have the privilege of naming your fund. Unless anonymity is requested, grants made from your fund will be accompanied by a letter which includes the fund name as well as the name and address of the persons recommending the grant. A fund number will be assigned to you once your initial contribution and donor application are received.

NAME OF YOUR FUND _____

May we list your fund name in our Annual Report? Yes No

ADDITIONAL FUND ADVISORS DURING YOUR LIFETIME

You can extend the privilege of recommending grant distributions to other individuals during your lifetime(s), in accordance with Section 5.4.1 of the Policies and Procedures of Donor Advised Funds. Please indicate below if you would like additional individuals to have the privilege of recommending grant distributions from the fund during your lifetime(s).

Name: _____ Relationship to Donor: _____ Birth Date: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Cell Phone: _____ Email: _____
Business Name: _____ Business Email: _____
Address: _____ City: _____ State: _____ Zip: _____

For additional advisors to have access to the Donor Portal, an email address must be provided for each additional advisors.

- Each Additional Fund Advisor: may act independently **OR**
 must act jointly with a Donor **OR**
 must act together with a Donor and other Advisors

SUCCESSOR ADVISORS. Successor advisors assume all the privileges of recommending grant distributions following the death of the last surviving Donor in accordance with Section 5.4.2 of the Policies and Procedures of Donor Advised Funds.
(You may attach additional sheets if necessary.)

Name: _____ Relationship to Donor: _____ Birth Date: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Cell Phone: _____ Email: _____
Business Name: _____ Business Email: _____
Address: _____ City: _____ State: _____ Zip: _____

Please check one option below regarding Successor Advisors:

- Each Successor may act independently **OR**
 All Successors must act jointly **OR**
 Divide remaining assets evenly to establish separate funds for each Successor

INITIAL CONTRIBUTION

Cash \$ _____ (Make checks payable to Jewish Federation of St. Louis)

Credit Card Visa Mastercard American Express Discover

I wish to pay the 2.5% processing fee imposed by the credit card company, the full amount of your credit card gift is tax-deductible.

Amount: \$ _____ Account No: _____ Security Code: _____

Cardholder: _____ Expiration Date: _____

(Please write name exactly as it appears on card)

Billing Address: _____

City: _____ State: _____ Zip: _____

Securities (Please attach additional page if more space is needed)

Number of shares: _____ Company: _____

Number of shares: _____ Company: _____

Number of shares: _____ Company: _____

Other Assets (Please describe) _____

To discuss gifting other assets, please contact the staff member assisting you with the donor advised fund, as donation of other assets are subject to the approval of the Gift Acceptance Committee.

INVESTMENT SELECTION

The choice of three portfolios is as follows:

_____ **Diversified Portfolio:** Emphasizes diversification within and across asset classes. Currently, funds are in equities (domestic and foreign), fixed income funds, commodity funds, hedge funds and private equity.

_____ **Fixed Income Portfolio:** Emphasizes investment in a fixed income pool only. Currently, funds are invested in diversified fixed income funds, investment grade corporate bonds and State of Israel Bonds.

_____ **Capital Protection Portfolio:** Invested in Treasury Inflation Protection Securities (TIPS) and Money Market funds that seek as high a level of current income as is consistent with liquidity and preservation of capital.

SIGNATURES

I acknowledge that I have read the Policies and Procedures of Donor Advised Funds and agree to its terms and conditions and to the terms and conditions described in Exhibit A attached herto which is incorporated herein and made a part of this Application and Agreement. I understand that upon acceptance of this Application and Agreement, I am making a gift to the Jewish Federation of St. Louis. I understand that the Jewish Federation of St. Louis shall have exclusive legal control over all assets in the Fund created by this gift. I certify that all information in this Application and Agreement is accurate and I will notify the Jewish Federation of St. Louis of any changes. It is my intention to maintain a balance in my donor advised fund, which upon the termination of the fund will be distributed to the Jewish Federation of St. Louis under the terms and conditions of this Application and Agreement and the Policies and Procedures of Donor Advised Funds.

DONOR 1: _____ DATE: _____

DONOR 2: _____ DATE: _____

Accepted: **JEWISH FEDERATION OF ST. LOUIS**

By: _____ Date: _____

Title: _____

EXHIBIT A

DONOR ADVISED FUND APPLICATION AND AGREEMENT

All Donors and Jewish Federation of St. Louis ("Federation") agree that this Exhibit A is incorporated into and made a part of the Application and Agreement and further agree as follows:

- 1. Federation's Control; Investments.** Federation shall have all powers necessary or, in its sole discretion, desirable to carry out the purposes of the fund, including, but not limited to, the power to retain, invest and reinvest the fund in any manner it may see fit, without being subject to any investment restrictions, statutory or judicial, which would otherwise be applicable to it as a fiduciary, and shall have full power to commingle for investment purposes the assets of the fund with the assets of any other fund or funds (created for charitable purposes) held, invested and managed by Federation. The fund shall not be deemed a trust fund held by Federation in a trustee capacity. No person dealing with Federation shall be required to inquire into its authority to act.
- 2. Property of the Fund.** Federation shall be free to accept additional gifts, at any time and from time to time, from any individual, corporation, firm, foundation or other source, and to add the same to the fund.
- 3. Recipients of Distributions.** The principal and income of the fund shall be distributed only to organizations of the type to which an individual taxpayer may make deductible charitable contributions, gifts and bequests under the income, gift and estate tax provisions of the Internal Revenue Code of 1986, as amended from time to time, (the "Code") subject to the conditions and limitations described in Federation's Policies and Procedures of Donor Advised Funds. It is intended by the foregoing that at the time a distribution is made from the fund, the organization which is the distributee must be an organization of the type described in Sections 170(c), 2055(a) and 2522 (a) of the Code, that no distribution may be made that will result in the distribution being a "taxable distribution" within the meaning of Section 4966 of the Code, and that no distribution may be made that will confer, directly or indirectly, more than an incidental benefit, within the meaning of Section 4967 of the Code, on a Donor or other person described in Section 4967(d) of the Code.
- 4. Distributions; Advisory Recommendations.** Distributions of principal and/or income from the fund shall be made at such time or times and in such amount or amounts as Federation may determine in its sole discretion to such organizations of the type described in paragraph 3 as may be designated by Federation; provided, however, that each Donor and each other advisor named in the Application and Agreement, subject to any limitations described therein, may from time to time recommend to Federation organizations to which distributions might be made (which must always be organizations of the type described in paragraph 3), but all such recommendations shall be advisory only and not binding on Federation in any way and Federation may accept or reject such recommendations, as it sees fit, applying reasonable standards and guidelines with regard thereto.
- 5. Death of Donor(s).** Upon the death of the Donor, or the survivor of Donors if there is more than one Donor, (even if other individuals are advisors to the fund during the lifetime(s) of the Donor(s)), the property remaining in the fund shall be distributed (a) if one or more successor advisors have been designated, 25% to Federation and 75% held in one or more successor funds over which one or more successor advisors have the privilege of recommending grant distributions as described in the Application and Agreement, or (b) if no successor advisors are designated, 100% to Federation's unrestricted endowment.
- 6. Policies.** All property of the fund over which Donor(s), other advisors, or successor advisors have advisory rights is subject to this Application and Agreement and the Policies and Procedures of Donor Advised Funds as now in effect and as may be amended from time to time.
- 7. Compliance with Code.** The fund shall be administered in a manner that complies with current and future Code provisions, Treasury Regulations, and Internal Revenue Service rulings applicable to donor advised funds.