



## Donor Advised Fund Agreement

With this document, I/we are donating and delivering to the Community Fund of New Jersey ("Foundation") to be held by the Foundation as a CFSJ Area Fund under the terms of an Affiliation Agreement ("Affiliation Agreement") dated as of September 1, 2009 between CFNJ and the Southern New Jersey Regional Community Foundation, Inc., d/b/a the Community Foundation of South Jersey ("CFSJ"), as amended by a First Amendment to Affiliation Agreement dated as of June 2, 2010 between the Foundation and CFSJ ("First Amendment" and together with the "Affiliation Agreement" shall be known as "Agreement") the asset(s) ("Assets") described in Attachment "A." This constitutes an irrevocable gift by me/us to the Foundation. This gift is given to the Foundation subject to the following terms and conditions:

### Creation of Fund

A Donor Advised Fund shall be established on the books of the Foundation, which shall be known as the \_\_\_\_\_ ("Fund") of the Foundation.

The Fund shall include the property delivered with this agreement, any other property that hereafter may be transferred to the Foundation by me/us (the "Donor") or any other person or organization for inclusion in the Fund, and all accumulated and undistributed income from all such property.

### Management of Fund

The Fund shall be held by the Foundation in its corporate capacity and shall not be deemed a separate trust fund held by it in a trustee capacity. Consistent with the terms of this Agreement and the Internal Revenue Code of 1986, as amended (the "Code"), the Foundation shall have the ultimate authority and control over all property in the Fund, and the income derived therefrom, for the charitable, educational, scientific, literary and religious purposes of the Foundation. Contributions of property other than cash and marketable securities may be added to the Fund only with the written consent of the Foundation.

The Fund will be managed in accordance with the policies and procedures for corporate and donor advised funds, as they may be amended from time to time.

**Administrative Fee**

The Fund shall pay an annual administrative fee (in accordance with fee schedule set forth under Attachment "B") based upon the fair value of the Fund at the close of each month. The Foundation's Board of Trustees reserves the right to change this fee, from time to time, if necessary.

**Fund as Component of Foundation**

It is intended that the Fund shall be a component part of the Foundation and not a separate trust, and that nothing in this Agreement shall affect the status of the Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code, as amended, or as an organization which is not a private Foundation within the meaning of Section 509(a) of the Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. The Foundation is authorized to amend this Agreement to conform to the provisions of the Code or any applicable law or government regulation in order to carry out the foregoing intention. References herein to provisions of the Internal Revenue Code, as amended, shall be deemed references to the corresponding provisions of any future Internal Revenue Code, as amended.

**Use of the Fund**

All distributions shall be for charitable, educational, scientific, literary, or religious (including any combination of such purposes) and for administrative purposes, all in furtherance of the purposes of the Foundation. The distributions shall be made directly by the Foundation for these purposes or be contributions to other tax-exempt organizations for such purposes.

I/We (the "Donor") will submit recommendations for grants, which the Foundation will duly consider. Distributions from the Fund shall be for charitable, educational, scientific, literary, or religious purposes (or any such combination of purposes) and can include allocations from both the income and principal in the Fund.

**Successor Advisors**

We name as successor donor advisors:

\_\_\_\_\_

\_\_\_\_\_

We retain the right to amend our successor donor advisors in the future.

**Signatures**

Donor Advisor(s)

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Street Name \_\_\_\_\_  
City, State Zip code \_\_\_\_\_  
Title (if applicable) \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Street Name \_\_\_\_\_  
City, State Zip code \_\_\_\_\_  
Title (if applicable) \_\_\_\_\_  
Date \_\_\_\_\_

The Foundation gratefully accepts the terms and conditions as stated in this document on this \_\_\_\_ day of \_\_\_\_\_, 2013.

Community Foundation of South Jersey

Signature \_\_\_\_\_  
Printed Name Sidney R. Hargro  
Executive Director

**ATTACHMENT A**

**Description of Assets**

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## ATTACHMENT B

### Donor Advised Funds Administrative Fee Schedule

<b>Fair Market Value (Dollars)</b>	<b>Annual Fee</b>
Up to Million	1 percent
One Million to Five Million	75 basis points
Five Million and Above	35 basis points on the entire balance in the fund.

Minimum Fee: \$200.00

Plus any fees paid for money management and/or custody fees.