



## **GIFT AGREEMENT**

On, \_\_\_\_\_, 2021, the undersigned Donor(s), \_\_\_\_\_, hereby establishes this Donor Advised Fund with the Foundation for Jewish Philanthropies of San Antonio ("Fund") of The Jewish Federation of San Antonio ("Federation"), for charitable purposes. The proceeds of the fund shall be used pursuant to the following terms and conditions:

1. Establishment of the Fund: A Fund shall be established on the books of the Federation as a donor advised fund which shall be known as the \_\_\_\_\_ ("the Fund").
2. Scope of the Fund: The Fund shall include such property as may from time to time be transferred to the Fund by us and or other donors for inclusion in the Fund, such property as may from time to time be received by the Federation from any other source and accepted by it for inclusion in the Fund in accordance with our Gift Acceptance Policy, and all income from the foregoing property.
3. Ownership of the Fund: The Fund shall be the property of the Federation in its normal corporate capacity and it shall not be deemed a trust fund held by it in a trustee capacity. The Federation in its normal corporate capacity shall have the exclusive legal control over all property in the Fund, and the income derived therefrom, for the charitable, educational and religious purposes created through this restricted gift.
4. Fund to be used for Charitable Purposes: The Fund shall be used only for charitable, educational, or religious purposes (or any combination thereof) consistent with the mission of Jewish Federation of San Antonio, either directly by Foundation or by contributions to beneficiary agencies affiliated with the Federation.
5. Distribution from the Fund: Distribution of income and principal of the fund shall be made at such times, in such amounts, and in such ways for charitable, educational and religious purposes, (or any combination of such purposes) as the Federation shall determine. The Donor (optional: and their children named.....) may from time to time make recommendations to the Federation, which will be solely advisory and the Federation is not bound by such recommendations. All advisory requests shall utilize the donor recommendation form provided by the Federation.
6. Fund Administration: The Fund shall be charged an annual administrative fee as established by the Board of Directors of Jewish Federation of San Antonio. Any costs incurred by gifts held within this fund shall also be charged against the fund. All net income earned accrues to the Fund and is subject to paragraph 5 above regarding the distribution of such income.



7. Investment of Funds: The Board of Directors is authorized to delegate responsibly and authority for the investment of the assets of the Fund to any committee or subcommittee of the Federation, to its staff, or to any other fiscal agent, custodian, investment advisor, or professional money manager selected by it.
8. Variance Power: Should the purposes for which the Fund was created ever become obsolete, inconsistent with charitable needs of the community or incapable of fulfillment, as determined by the Federation Board of Directors in its sole discretion, the Federation's Board of Directors shall have the power and authority to modify any restriction or condition on the distribution of funds set forth in this agreement. In adopting any such modification, the Board of Directors shall endeavor to use the funds for a purpose as similar as possible as those set forth in this Agreement.
9. Private Benefit: The donor understands that the Donor or any other person may not receive any benefit or privilege in return for distribution from the Fund. It is understood that no distributions will be used to discharge or satisfy a legally enforceable pledge or obligation of any person, including the donor.
10. Interpretation of this Document: It is intended that the Fund shall be a component part of the Federation and that nothing in this Agreement shall affect the status of the Federation as an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986 and as an organization which is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code. This Agreement shall be interpreted in a manner consistent with the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. The Federation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention. References herein to provisions of the Internal Revenue Code of 1986 shall be deemed references to the corresponding provisions of any future Internal Revenue laws.
11. All provisions of the Certificate of Formation, By-Laws and other rules, regulations and/or procedures of the Federation, which are now in effect, and which may be adopted and/or amended thereafter shall apply to the Fund.
12. This letter agreement shall be governed by and construed in accordance with the laws of the State of Texas and applicable provisions of the Internal Revenue Code.



Please indicate below your acceptance of this Agreement and of the foregoing terms and conditions.

BY: \_\_\_\_\_  
\_\_\_\_\_, Donor

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Jewish Federation of San Antonio

BY: \_\_\_\_\_  
\_\_\_\_\_, Board Chair

BY: \_\_\_\_\_  
\_\_\_\_\_, Chief Executive Officer



**Name of Donor Advised Fund**

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**SCHEDULE A**

**Cash contributions of XXXX**