



Template agreement and application for a new

Donor Advised Fund

Key Instructional Points / Fields to Complete:

1. Determine the Fund's Name, e.g. *"the JOHN AND MARY SMITH FAMILY PHILANTHROPIC FUND:"*

Chosen Fund Name: _____

2. Determine who will be submitting grant recommendation as the initial Fund Advisor(s), e.g. one donor or joint donors (contact TJF staff to discuss the potential for additional/successor advisors and/or an optional designation of some or all of the fund's balance at your passing as a legacy gift) and provide the following contact information:

First Donor Name: _____

Joint Donor Name (optional): _____

Address: _____ City: _____

State: _____ Zip: _____ Best Phone Number: _____

Email: _____ Other Phone: _____

3. Determine the asset and amount that will be used for the initial gift to the Tidewater Jewish Foundation to establish the new fund – checks can be submitted with a physical application, contact TJF staff for information on transferring marketable securities or other assets:

Dollar amount of initial gift to open fund (\$5,000 min.): _____

To establish your TJF Donor Advised Fund, please send us via mail, fax or a clearly scanned email attachment, the completed and signed document on the following three pages. The completed and signed document and an accompanying contribution, as applicable, should be sent to:

The Tidewater Jewish Foundation
5000 Corporate Woods Drive, Suite 200
Virginia Beach, VA 23462

Or, for any questions or assistance, contact Ann Swindell at 757-965-6106 (direct) or aswindell@ujft.org, fax (757) 965-6102. You may also wish to review on our website, this resource document that has more information on Donor Advised Funds: **[Procedures for Operation of Philanthropic Funds](#)**



TIDEWATER JEWISH FOUNDATION, INC.

5000 Corporate Woods Drive, Suite 200 ☆ Virginia Beach, Virginia 23462

(TJ _____)

Date: _____

Delivery is made herewith by the undersigned Donor(s) of the property listed in Exhibit "A" attached hereto and made a part hereof. Delivery of said property constitutes an irrevocable gift of same to the **Tidewater Jewish Foundation, Inc.** (the Foundation) upon your acceptance of the gift and of the following terms and conditions:

1. A fund shall be established on the books of the Foundation, which shall be known as the _____ (The Fund).
2. The Fund shall include the property received from said Donor(s), such property as may from time to time be transferred to the Foundation by the Donor(s) for inclusion in the Fund, such property as may from time to time be received by the Foundation from any other source and accepted by it for inclusion in the Fund, and all income from the foregoing property.
3. The Fund shall be the property of the Foundation held by it in its normal corporate capacity; it shall not be deemed a trust fund held by it in a trustee capacity. The Foundation, in its normal corporate capacity shall have the ultimate authority and control over all property in the Fund, and the income derived therefrom, for the charitable, educational and religious purposes of the Foundation.
4. The Fund shall be used only for charitable, educational or religious purposes (or any combination of such purposes) within the purposes of the Foundation, either directly or by contributions to other organizations for such purpose or purposes (see Exhibit "B" attached).
5. Distributions from the Fund of the income or principal or both of the Fund, are authorized within the limitations provided for in paragraph 4 above and for such charitable, educational or religious purposes (or any combination of such purposes), as the Foundation shall determine. The Donor(s) may from time to time submit to the Foundation recommendations with respect to distributions, which recommendations shall be solely advisory and the Foundation is not bound by such recommendations.
6. The Fund shall be administered under and subject to this document and to the [Procedures for Operation of Philanthropic Funds](#) inclusive of the distribution provision provided for in paragraph 5 above, as the same may be prescribed by the Foundation, including any amendments thereof.
7. A Donor or Fund Advisor of a Donor Advised Fund or other person may not receive any benefit or privilege in return for a distribution from a Donor Advised Fund.

8. 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 or a Fund Advisor of a Donor Advised Fund.
9. It is intended that the Fund shall be a component part of the Foundation 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 of 1986, as amended, and as an organization which is not a private foundation within the meaning of Section 509 (a). 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 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 foregoing intention. References herein to provisions of the current Internal Revenue Code shall be deemed references to the corresponding provisions of any future Internal Revenue law.

Kindly indicate below your acceptance of this gift and of the foregoing terms and conditions.

Very truly yours,

Donor

Donor

Accepted this _____ day of _____, 20____. Receipt of the property in "Exhibit A" on this date is acknowledged and acceptance of the terms of the gift is acknowledged.

BY: _____
Randy Parrish, Interim President & CEO of the
Tidewater Jewish Foundation, Inc.

Exhibit A listed separately

EXHIBIT “A”

The Fund is created with a donation of _____.

EXHIBIT “B”

List of Charitable Needs

Charitable needs specified for support from The Fund of the Foundation:

The following are categories of specific charitable needs consistent with the purposes of the Foundation as determined by the Board of Directors of the Foundation. These categories exhibit an awareness of the Foundation’s interest by the Jewish community, both as a religious group and as a responsible element within the community, in advancing human needs for a wide range of activities. In determining its priority, the Foundation acknowledges the benefits derived by the Jewish people from advancing constructive projects through social welfare, medical, educational and cultural fields, without regard to geographic boundaries. This range of priorities has been the traditional concern of the Foundation upon which it was organized and operated throughout its history.

Since unanticipated and unusual needs may arise, it may be necessary to make exceptions to or modifications of the following listed needs for emergency situations or innovative projects determined by the Foundation as most deserving of support at the time. Further, in view of the necessity to meet changing conditions and to adjust the current responsibilities, the goal stated may be changed, from time to time, as “charitable” includes religious, educational and other purposes encompassed within the term.

Needs by Categories and Organizations

- A. The Tidewater Jewish Foundation, Inc., The United Jewish Federation of Tidewater and its beneficiary agencies;
- B. Organizations in and outside the United States serving Jewish charitable purposes;
- C. Charitable organizations primarily serving the Tidewater/Hampton Roads, Virginia area in the fields of education, intergroup relations, civic, cultural, health service and social service;
- D. Charitable organizations outside of the Tidewater/Hampton Roads, Virginia area which the Foundation determines provide identifiable benefits of welfare of the Tidewater/Hampton Roads, Virginia community, including some educational institutions located outside the area for which grants may be approved on an ad hoc basis if circumstances warrant.