

Sample Donor Advised Fund Agreement

I. Contribution

I/we _____ (the “Donor(s)”) hereby irrevocably give _____ [describe assets] to _____ (the “Foundation”), a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code. The Donor(s) understand that this is an irrevocable gift, which will be used to establish and maintain a charitable fund of the Foundation, subject to the Foundation’s governing documents and bylaws. This charitable fund (the “Donor Advised Fund” or “DAF”) will be known as the _____ FUND and will be identified as such in the course of its administration and distribution, unless the Donor(s) request otherwise. The Foundation may also receive additional contributions of cash and/or marketable securities from the Donor(s) or other individuals or businesses as well as distributions of cash and/or marketable securities from trusts, wills, private foundations or other donor advised funds to either initially fund or add to this Donor Advised Fund.

II. Administration

The Donor Advised Fund will be effective upon the acceptance of this agreement by the Foundation. The DAF will be administered in accordance with the normal and customary policies for donor advised funds of the Foundation (available upon request).

III. Advisors

The following individuals may serve as Advisors to the Donor Advised Fund. If there are no Advisors identified, the Donor will serve as the Advisor to the DAF.

- i. _____
- ii. _____
- iii. _____

Upon the death, incapacity, or other disqualification of the last of the Advisors named above, the following individual(s) may serve as successor Advisor(s) to the DAF.

- iv. _____
- v. _____
- vi. _____

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If at any time there is more than one Advisor to the Donor Advised Fund, the Advisors will appoint a designee and all communications to and from the Foundation will be through the designee. If there is no designee appointed, the designee will be the first Advisor listed above, and, if no Advisor is listed, the First Donor listed below will be the designee.

At such time as the Donor Advised Fund ceases to have any Advisors, it will be used for general charitable purposes at the discretion of the Foundation's Board without consideration of advice or recommendation from an Advisor.

IV. Distributions

The Foundation welcomes recommendations from Advisors about distributions from the income and principal of the Donor Advised Fund.

- a. All recommendations are advisory in nature. The Foundation will independently determine whether recommendations it receives are consistent with the Foundation's charitable purposes. The Foundation may accept or reject recommendations. The Foundation is not required to wait for recommendations before making distributions from the Donor Advised Fund.

ALTERNATE

IV. Distributions – Endowed Fund

The donors intend to create a fund that is permanently endowed. Each year the Foundation will determine the amount allowed for distributions by applying its spending policy for endowed funds to assets in the fund. The Foundation welcomes recommendations from Advisors about distributions from the spendable portion of the Donor Advised Fund.

- a. All recommendations are advisory in nature. The Foundation will independently determine whether recommendations it receives are consistent with the Foundation's charitable purposes. The Foundation may accept or reject recommendations. The Foundation is not required to wait for recommendations before making distributions from the Donor Advised Fund.

- b. The Foundation cannot make distributions to fulfill any pledge, obligation, or membership, or to support any activity from which a Donor, Advisor or related party will receive a benefit.

V. Fees

The Foundation will assess administrative and investment management fees against the Donor Advised Fund in accordance with the Foundation's published fee schedule, as amended from time to time. The Foundation may also assess the fund to cover any unusual expenses incurred in connection with the contributed assets, including the cost of disposing of them, and in the administration of the Fund.

VI. Investments

The assets of the Fund shall be invested according to the Foundation’s investment policy, as it may be amended from time to time by the Foundation’s Investment Committee [with the approval of the Board].

Optional Paragraph for Foundations Offering Donors a Choice of Investment Pools

The Foundation maintains investment pools with varying risk and return objectives. These pools are described [below] [in an attachment to this agreement] [in your donor handbook]. All investment options are reviewed and approved by the Foundation’s Investment Committee [Board] and may change from time to time as the Committee [Board] determines. You may make recommendations to the Foundation for investment of your Fund in one or more of these pools. All recommendations must be in writing.

VII. Anonymity/Publicity

To recognize and honor our donors, the Foundation’s policy is to include our donors’ names in publicity about the Foundation unless they wish to remain anonymous. Please check the box below that best describes your wish regarding publicity:

- I have no objection to the inclusion of my name in Foundation publicity
- I do not wish to have my name included in Foundation publicity and I wish to be listed as an anonymous donor
- Other _____

By: _____
First Donor

Second Donor

ACCEPTED:

_____ COMMUNITY FOUNDATION

By: _____

Date: _____