



HOUSTON JEWISH
COMMUNITY FOUNDATION

Charitable Fund Agreement

Mr. and Mrs. Donor Generous (the "Donor") establish a donor advised fund ("Fund") to assist with their charitable giving with an irrevocable gift of _____ to the Houston Jewish Community Foundation (the "Foundation") to establish The _____ Fund.

- 1. Name of Fund The name of this Fund shall be the _____ Fund.
- 2. Contributions to and Ownership of the Fund. The Donor or any other person may donate to the Fund and the Foundation shall have full ownership of and authority over gifts and property held in the Fund.
- 3. Distributions. In keeping with the Jewish tradition of performing acts of righteousness and loving kindness (Gemilut Chesed) and the Jewish tradition of repairing and improving the world in which we live (Tikkun Olam), this Fund may make grants to qualifying 501 (c)(3) charitable organizations in furtherance of these and other charitable purposes.
- 4. Recommendations for Distributions. The Donor and any advisors named by the Donor may recommend distributions from the Fund.
- 5. Succession Plan. It is the Donors' wishes that the last remaining advisor to the Fund appoint Successor Advisors and such Successor Advisors shall have the right to name additional Alternate or Successor Advisors to the Fund. The Donors recommend that the initial Successor Advisor be _____. Distributions shall be suspended during any period when there is not at least one Advisor who is not a minor. The Foundation is not responsible for locating or keeping track of the whereabouts of named Successor Advisors.
- 6. Successor Advisors. The Successor Fund Advisors shall cease to function upon the first to occur (i) the death of the last named Successor Advisor (ii) five years after the last recommendation was received by the Foundation from the existing Fund Advisors. Any assets remaining in the Fund at that time shall be transferred to the Community Endowment Fund of the Houston Jewish Community Foundation.
- 7. Fees. An annual administrative fee of not more than 1% of the value of the assets in the Fund or \$200, whichever is greater, will be charged against the Fund's balance on a monthly basis. Additionally, investment management fees, professional fees and any other out-of-pocket costs incurred by the Foundation in establishing or administering this Fund may be charged against the Fund's balance. To the extent the Fund balance is insufficient to pay these fees and costs, the Donor agrees to be responsible for the payment of them.
- 8. Administration. The Fund shall be administered under and subject to the Procedures for Operation of Donor-Advised Funds, as may be prescribed by the Foundation from time to time. Exhibit "B" summarizes the procedures currently applicable.
- 9. Amendments. The Foundation is authorized to amend this Agreement to conform to the provisions of any applicable law, government regulation or Foundation procedure in order to carry out the foregoing intention.

Donor

Date of Birth

Address:

Houston Jewish Community Foundation

By: _____
Roberta Herman, Executive Director Date
5603 S. Braeswood
Houston, Texas 77096

The Foundation's policy is to recognize and honor those who have established relationships with us. This recognition also serves to encourage others to follow and is used in our marketing materials. Please indicate if you would like your Fund name included. _____ yes _____ no



**HOUSTON JEWISH
COMMUNITY FOUNDATION**
INVESTMENT RECOMMENDATION

Please sign, date and return this form (either by mail, e-mail or fax) so that we may confirm & implement your investment recommendation as soon as possible.

I/We recommend that _____% of the _____ Fund of the Houston Jewish Community Foundation be invested in the Foundation's equity/fixed income portfolio.

I/We recommend that _____% of the _____ Fund of the Houston Jewish Community Foundation be invested in the Foundation's Money Market Fund.

Signature

Date

Signature

Date