



## ***FAMILY DONOR ADVISED FUND AGREEMENT***

This Donor Advised Fund Agreement is made on the date specified below between \_\_\_\_\_ (referred to as the "Donor(s)") and the Christian Foundation of America, 1 Dole Dr., Ste #3133, Westlake Village, California, 91362 a not-for-profit public charitable organization, TIN 77-0566530 (referred to as "Foundation").

### **I. DAF Creation and Contributions**

The Donors hereby plans to contribute to Christian Foundation of America cash or other acceptable property as the initial contribution to the \_\_\_\_\_ **Family Donor Advised Fund**. This value is equal to or greater than the minimum guideline DAF amount of \$10,000. Additional gifts may be made at any time to the Fund, including current or other testamentary gifts. Christian Foundation of America, by resolution of its Board of Directors, has approved the acceptance of gifts and bequests of property for creation of Donor Advised Funds. All Donor Advised Funds shall be component funds and the exclusive property of Christian Foundation of America, subject to the control of Christian Foundation of America with respect to all distributions of income and principal.

### **II. Advisors**

The Donors may advise Christian Foundation of America in writing regarding the distribution of the fund income and principal. In addition, the Donors may designate one person to act as their spokesperson in advising Christian Foundation of America. The Donors may in writing designate one or more persons to serve as an advisor for a term of up to ten years after the death of the Donors. Longer term funds such as memorial endowment may be established by agreement.

If no written advice is received by Christian Foundation of America with respect to distributions of income or principal for (3) consecutive years, or in the event of the death of both Donors with no appointment of an advisor for the above term of years, Christian Foundation of America may deem that no person has further interest in advising with respect to the fund. In this circumstance, Christian Foundation of America may give written notice to the last known designated advisor or spokesperson that the right to give further advice and counsel is terminated. Any remaining DAF assets shall then be the exclusive and unrestricted asset of Christian Foundation of America.

### **III. Distributions from the DAF Fund**

Christian Foundation of America shall make distributions from the fund of principal and income. The Donors or their approved Advisors shall recommend appropriate distributions. All recommendations shall be for distributions in amounts more than the minimum distribution amount of \$250. No distributions shall be made to fulfill a legally binding pledge of Donors. Distributions shall be made to qualified Section 501(c)(3) charities and within purposes approved by CFA, generally consistent with Christian purposes or values.

**IV. Administration**

Christian Foundation of America shall accept contributions and administer the fund in accordance with resolutions of the Board of Directors. These resolutions and policies may be amended as required by the Board. Fund assets may be commingled for investment purposes and invested in units of any common investment fund. Christian Foundation of America shall have the right to convert any gifted property to securities or other assets of a common fund, mutual fund or other investment. Fees for management and investment services shall be at the standard schedule established by the Christian Foundation of America Board of Directors.

**V. DAF Fund Remainder**

Donors have the option of using the DAF during the lives of the Donors. If Donors so designate in writing a successor advisor for the permitted term of years after they pass away, then the fund shall continue for that additional term. Donors may also recommend distributions from the fund to occur upon death of the donors. After the death of the Donors or the expiration of the term of years, or consideration of final recommendations as applicable, the fund shall become the exclusive and unrestricted asset of Christian Foundation of America. The Donors and any successor advisors may during their lives or the term of years make recommendations for distribution of income and principal from the fund. See attachment for initial testamentary advisory.

**VI. DAF Provisions**

This DAF fund agreement is irrevocable. Nevertheless, solely to ensure that the fund is a qualified component of Christian Foundation of America for federal tax purposes, Christian Foundation of America, acting alone, shall have the power to modify the terms of the agreement necessary to the extent necessary to insure such qualification. The agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, Christian Foundation of America and the Donors have executed this Agreement on the date specified below.

**Signed:**

\_\_\_\_\_ Date: \_\_\_\_\_  
First Donor,

\_\_\_\_\_ Date: \_\_\_\_\_  
Second Donor,

\_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_ Phone(s) \_\_\_\_\_ e-mail \_\_\_\_\_

**Accepted:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Katherine L. Saigeon  
President and Executive Director, Christian Foundation of America