

Adath Jeshurun Foundation
Charitable Gift Agreement

And the Adath Jeshurun Foundation, Inc.

This agreement is made this _____ day of _____, by and between _____ (the Donors) and the Adath Jeshurun Foundation, Inc. (the Foundation), to establish a named endowment fund.

The Donors hereby create an endowment fund to be known as the _____ (the Fund) which will be administered by the Foundation upon the following terms:

1. **PURPOSES:** The purposes of the Fund are to:

2. **TIMING:** A gift of \$ _____ on _____.

3. **CONTRIBUTIONS:** The Fund will include all cash or other assets contributed by the Donor or by others and accepted by the Foundation for inclusion in the Fund. All contributions to the Fund are irrevocable. Once established, to further enhance the principal of this fund and its impact, additional gifts may be added at any time by any person.

4. **ADMINISTRATION:** The Foundation will administer the Fund in accordance with this Agreement and the provisions of the Adath Jeshurun Foundation's policies on endowment funds and planned giving in effect from time to time. The Board of Directors of the Foundation may modify any restriction or condition of this Agreement if, in the sole judgment of the Board of Directors, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community. In such a case, the Board of Directors of the Foundation may re-direct this gift for purposes it deems consistent with the original intent of the gift, keeping the name of the donor associated with the gift and its purpose. The Board of Directors of the Foundation will use reasonable efforts to consult the Donor, or a representative, before any such action is taken to modify the restrictions or re-direct the gift.

5. **INVESTMENT/DISTRIBUTIONS:** The Foundation will invest the principal of the Fund and income will be distributed from time to time, consistent with the customary investment and distribution practices and policies of the Foundation then in effect. The Foundation has sole control over investment and reinvestment of the Fund. "Income" shall mean the amount available for distribution as determined by the Foundation policies then in effect.

6. COMMINGLING OF ASSETS: The Foundation may commingle the assets of the Fund with the assets of other funds which the Foundation holds and administers for the purposes of investment, provided that the separate identity of the Fund, and the distributions therefrom, are maintained for recordkeeping purposes.

This agreement may be modified in the future with the consent of the Foundation and the donor, upon petition of the Foundation to an appropriate court, or as otherwise provided by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Approved:

_____, the Donors

Date

Rabbi Harold Kravitz
Adath Jeshurun Congregation

Date

Judy Gavisser
President, Adath Jeshurun Foundation, Inc.

Date

Revised on _____