New Custodial Agency Fund

Please type or print your information.

Name of Organization: ____________________

Name of Fund: ____________________

Address: ____________________ EIN# ____________________

City: ____________________ State: __________ Zip: __________

Phone: ____________________ Website: ____________________

Signatory Information

You can to give up to three staff and/or officers authority to sign the document. We will add their titles so the document will always list the title of those who have fund authority, such as Treasurer or CEO. Please update our office when positions change so we always have the current information.

Officer/Staff 1 Information

Title: ____________________ Email Address: ____________________

First Name: ____________________ Last Name: ____________________

Phone Number: ____________________

Officer/Staff 2 Information

Title: ____________________ Email Address: ____________________

First Name: ____________________ Last Name: ____________________

Phone Number: ____________________

Officer/Staff 3 Information

Title: ____________________ Email Address: ____________________

First Name: Last Name:

Phone Number: ____________________

Name of Fund
Custodial Agency Account Agreement

Distributions Restricted to the Name of Organization.

The Dallas Jewish Community Foundation, a nonprofit public charity (the "Foundation") and Name of Organization, a 501(c)(3) Public Charity organization (the "Charity") enter into this custodial agency account agreement (the "Agreement") and hereby agree as follows:

1. The Foundation will establish a custodial agency account named the Name of Fund (the "Account") for the benefit of the Charity or its order (the "Account Owner").
2. The Account is owned by the Account Owner and any registration or retention of the Account in any other name by the Foundation will be for convenience only and to expedite the handling thereof.
3. The Foundation, in its capacity as custodian, will receive and hold all securities or other assets transferred into the Account by the Account Owner or others.
4. The Foundation expressly states that it is not an investment advisor nor is it providing investment advice or investment advisory services. The Foundation will administer and invest the Account pursuant to the investment and asset allocation instructions made by Account Owner. The performance of day-to-day investment and administration activities by Foundation management and staff will be in the same manner as is done with the Foundation's own funds. Notwithstanding the foregoing, the Foundation will follow any reasonable instructions or recommendations submitted to it in writing by Account Owner including use of an outside investment advisor chosen by of Account Owner.
5. Account Owner appoints the Foundation as its agent and attorney-in-fact with full and complete authority to carry out Account Owner's investment instructions for the Account, to sell property held in the Account, and to exercise complete administrative control over the property in the Account.
6. Pursuant to the instructions of Account Owner, the Foundation is at any time and from time to time authorized to: (i) sell all or any part of the principal of the Account, and (ii) invest and reinvest the funds in the Account in securities and other assets.
7. The Foundation may hold Account Owner's registered securities in the Foundation's name or in the name of a nominee, vote Account Owner's stock so registered, in person or by proxy, at any stockholders' meeting, and forward to Account Owner only such information furnished to the Foundation as the Foundation deems advisable. This paragraph does not apply to Account Owner holdings invested by the Foundation in its pooled investment funds.
8. The Foundation is responsible under this agreement to receive and hold all assets comprising the Account, as custodian, to implement Account Owner's investment instructions and administer the Account, and to distribute to Account Owner income or principal of the Account as instructed by Account Owner. The Foundation shall not be responsible for any fundraising or development work to increase the corpus of the Account. Account Owner may, but is not be required to conduct fundraising or development work to increase the corpus of the Account.
9. This Agreement prohibits distributions of less than $100 made from the Account except for purposes of closing the Account. Distributions of more than $100 made from the Account are restricted to benefit the Account Owner or its Order.
10. Account Owner must provide written instructions to the Foundation regarding amounts of funds and dates of distribution from the Account to the Account Owner. All written instructions must contain a signed statement of authorization by Account Owner's governing body or individuals it designates. Following its receipt of such written instructions, the Foundation shall notify Account Owner within 24 hours the date said distribution is available.

Initials __________ Initials __________ Initials __________

11. The Foundation shall have control and discretion in performing the responsibilities described herein. The Account Owner agrees to exonerate the Foundation from all liability in its exercise of its discretion except for acts of gross negligence or willful misconduct. In consideration for the Foundation accepting the Account and providing the services hereunder, Account Owner agrees to indemnify the Foundation and hold it harmless for all costs, damages, liabilities and expenses incurred because of action taken or omitted to be taken by it respecting the Account exclusive of gross negligence or willful misconduct.

12. In the event the Foundation ceases to exist and no successor organization exists to carry out the activities now carried out by the Foundation, the Foundation will forthwith pay over to the Account Owner all assets in the Account. If Account Owner ceases to exist, then the Foundation shall pay over all assets in the Account first to the legal successor of Account Owner, or if no such successor exists, to the Dallas Jewish Community Foundation. In no event, will the Account's assets be distributed to an organization that is not then qualified as an exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 as amended (or corresponding provision of any future law).

13. The Foundation will provide Account Owner quarterly reports setting forth all the Account's transactions and activities such as its investments, contributions made, and authorized distributions.

14. The Account Owner understands that brokers' commission, stock transfer costs, postage, investment management fees, custodial fees, mutual fund loads and other out-of-pocket expenses will charge against the Account. Account Owner also understands that, in return for providing the services described herein, the Foundation is entitled to reasonable compensation and such compensation will be in the form of a custodial and administration fee. An annual fee will be assessed on a monthly prorated basis, and administration of the Account by the Foundation is subject to the most current administrative policies and fee structures in effect for custodial funds.

15. Either the Foundation or the Account Owner may terminate this agreement upon 30 days' written notice to the other party, sent via hand-delivery, certified or first-class United States mail, email or FAX with proof of receipt to the addresses indicated below:

Dallas Jewish Community Foundation EIN# 75-2836123 Attn: Jerry Blair, CFO Address: Byrna & Joe Funk Family Philanthropic Center 12222 Merit Drive, Suite 450 Dallas, Texas 75251 Email: jblair@djcf.org Phone: 972.645.1018 Website: www.djcf.org	**Name of Organization** EIN#: EIN Number Attn: Name, Title Address: Address City, State, ZIP Email: Email Address Phone: Phone Number Website: Website

Neither the Foundation nor the Account Owner may assign this Agreement or any interest therein or delegate its duties hereunder without the express written consent of the other party.

Initials ________ Initials ________ Initials ________

16. Administration of the Account by the Foundation is subject to the most current administrative policies and fee structures in effect for custodial funds.

17. Should any disagreement arise between the parties to this Agreement, or between either of them and any other person in connection with this Account result in adverse claims or demands made, or in the event that the Foundation, in good faith, shall be in doubt as to what action it should take hereunder, the Foundation may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder so long as such disagreement continues or such doubt exists, and, in any such event, the Foundation shall not be or become liable in any way or to any person for its failure or refusal to act, and the Foundation shall be entitled to continue so to refrain from acting until the earliest of the following occurs: (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction; (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested parties, and the Foundation shall have been notified thereof in writing signed by all such persons; or (iii) the Foundation shall have been presented with a Resolution approved by a majority of the entire governing body of Account Owner directing the Foundation to take specified action with respect to the Account. The rights of the Foundation under this paragraph are cumulative of all other rights which it may have by law or otherwise.

IN WITNESS WHEREOF, this Agreement is executed and made effective the Day day of Month, Year, by and between the Foundation and the Account Owner.

Name of Organization

DALLAS JEWISH COMMUNITY FOUNDATION

Title and Name

Megan Hyman, CAP©
President/CEO

Title and Name (delete if not needed)

DJCF Officer name and title (delete if not needed)

Title and Name (delete if not needed)

Initials _________ Initials _________ Initials _________