

Donor Advised Fund Application

Type: Single Joint

A) Applicant:

First Name:	Middle Name:	Last Name:		
Street Address:		City:	Province:	Postal Code:
Date of Birth (yyyy/mm/dd)	Phone ()	Email:		

B) Joint Applicant: (if applicable)

First Name:	Middle Name:	Last Name:		
Street Address:		City:	Province:	Postal Code:
Date of Birth (yyyy/mm/dd)	Phone ()	Email:		

C) Donation Information:

I/we request the issuance of a Donor Advised Fund to accept any donations we may make, including but not limited to donated securities, Electronic transfers, cheque or through other means. I/we understand that these funds will be owned by CSS and I/we will receive a charitable donation receipt in accordance with CSS policy.

- I/We will set up and send funds through an Electronic Funds Transfer (EFT) using MemberNET.
- I/We have attached a cheque for an amount of \$_____.
- I/We have made or are making a gift of Appreciated Securities.

D) In case of death with funds still in the account I/we authorize:

- My/our children to distribute & make changes.
- CSS to use my/our most recent Estate Letter of Direction on file. (*Do not complete page 4).
- CSS to use attached Letter of Direction. (*Complete and submit page 4.)

E) Alternate Contact:

In the event that CSS is unable to contact me/us, I/we authorize CSS to contact the following alternate contact person(s), understanding that no personal information other than my status as a client, will be disclosed by CSS to the alternate contact person(s) unless otherwise authorized by me/us. I/we will inform CSS if there are any changes to this information.

	Alternate Contact Name(s)	Phone	Email
1.	_____	() _____	_____
2.	_____	() _____	_____

Initials ____ / ____

The Following Definitions, Terms and Conditions Apply to Your Donor Advised Fund Agreement:

This Donor Advised Fund Application and Agreement together with the LOD and related other identified documents make up your Donor Advised Fund Agreement (“Agreement”) with Christian Stewardship Services (“CSS”). These Terms and Conditions are effective December 31, 2017. It is important that you read and understand the Terms and Conditions.

Donor Advised Fund Definitions

1. Donor Advised Fund

A charitable gifting plan or mechanism that permits a donor to make an initial gift, to receive a related charitable tax receipt, with the ability to make recommendations to CSS regarding the size, frequency and timing of disbursements of income and/or capital to eligible Canadian Charities (qualified donees) as defined by the Income Tax Act.

For CSS to receive a gift from a donor and to administer the gift as a Donor Advised Fund:

- a) The Gift to CSS is irrevocable and becomes the property of CSS. It cannot be returned to the Donor;
- b) CSS will issue an official charitable tax receipt for the gift based on the fair market value. CSS reserves the right to limit the type or form of asset it will accept;
- c) The Gift is subject to the terms of this Agreement and applicable law, and the terms of this Agreement may not be amended, except as expressly permitted in this Agreement, once the gift is made;
- d) While CSS desires to facilitate gifting to Canadian charities and intends to fully honour donor instructions regarding disbursements, legally it must retain ultimate direction and control of the asset. This means that disbursement instructions are legally considered no more than recommendations, and are not legally binding on CSS. CSS must administer the Donor Advised Fund as it reasonably determines is necessary or is in the best interest of CSS;
- e) There must be an annual disbursement that meets the Disbursement Quota as mandated by the Income Tax Act, and which is currently 3.5%. As necessary CSS will make the disbursement from interest and/or capital;
- f) Once this Agreement is signed, the donor agrees to provide disbursement instructions to CSS either electronically by registering for MemberNet, CSS’s online tool for clients or manually by submitting a completed Letter of Direction available on the CSS website (www.cssservices.ca) or by contacting CSS.
- g) CSS will accept recommendations from either Donor where the Gift was initially made jointly by more than one Donor (e.g. married couple, or where there is a surviving spouse) unless one of the living individuals who made the Gift, either at the time of the Gift or at a later date, expresses in writing to CSS, that CSS is no longer entitled to take written instructions from only one Donor. This revocation of authority for one individual to give recommendations will only take effect on the date CSS sends out confirmation in writing to all the relevant individuals who made the Gift that CSS has received and processed the request. This revocation may be withdrawn at any time in writing by the individual who requested it.
- h) CSS will ensure each recipient charity is an eligible charity under the Canada Income Tax Act, and in making disbursements will issue a cheque and donation summary report to the recipient beneficiary; and,
- i) CSS will report at least semi-annually to the Donor regarding the Donor Advised Fund.

Initials ____ / ____

2. Gift (Deposit)

Whereas the Donors, desiring to facilitate gifts through CSS have donated and placed the sum indicated on page one of this application irrevocably with CSS upon the terms and conditions hereinafter set out as (the "Gift" or "Deposit"). The Donors hereby direct CSS and CSS hereby agrees to keep the Gift invested solely at its discretion. CSS hereby agrees to keep the Gift invested as a Donor Advised Fund.

3. Interest

CSS agrees to accumulate interest on the Donor Advised Fund in the meantime at a rate equivalent to the earnings of the CSS restricted portfolio. Under no circumstances is the accumulation of interest on the Gift to exceed the income from the Deposit as earned by CSS. The gifting of this interest does not produce a further charitable tax receipt for the Donors.

4. In Case of Death

In the event of the death of the Donors it is hereby understood and agreed by CSS that the Gift or any part thereof remaining, plus all accrued interest at the date of death, shall continue to be distributed to charity according to the instructions previously received from the Donors. Unless specifically stated in an accompanying Letter of Direction or this Agreement, CSS will not accept recommendations from a Donors' heirs, executors, administrators, estate trustees or similar persons. CSS will continue to accept recommendations from a surviving Donor if there were more than one initial Donor. CSS will accept recommendations from the surviving Donor where the Gift was initially made jointly by more than one Donor.

5. Charitable Beneficiaries

Subject to the terms of this Agreement, CSS agrees to distribute principal and/or income earned by CSS on the Deposit to eligible registered charities as defined by the Canada Income Tax Act, as instructed by the Donors until the Donor Advised Fund account is fully depleted.

6. Administration

To help the work of CSS, CSS shall be entitled to an administrative contribution equal to 1.0% of the capital annually of each and every year and CSS is hereby authorized to deduct these pledge amounts from time to time (not in advance) from the balance in the account. The administrative contribution shall be reduced to 0.75% annually if the account balance is over \$1 million. This charge is to be deducted first from overall income, and as necessary from capital.

7. MemberNET

MemberNet provides secure online 24-hour access to CSS Donor Advised Funds and more. Donors can provide gifts directly to the charity of their choice with one time or recurring donations. Registered members can also replenish their CSS account with one time or recurring electronic transfers from their personal bank account. Credentials to register for MemberNet will be provided once application is received and approved.

7. Heirs

This agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

By signing below, I/we acknowledge my/our intention to apply for a Donor Advised Fund in accordance with the terms and conditions outlined in this document.

Signed this ____ day of _____, 20__.

Applicant Signature

Joint Applicant Signature (if required)

Name: _____

Name: _____

Donor Advised Fund Agreement: Balance Distribution Letter of Direction

In the absence of any on-going instructions, if all the capital in my/our CSS Donor Advised Fund has not been distributed during my/our lifetime(s), I/we would like to have this gift be used as follows, namely, to have it given to:

Charity Name, Address and Charitable Number (if known).

Disclose your name to Charity?

_____ % to Charity Name: _____
Address: _____ Charitable # _____
Designation (if any) _____

Disclose Name Anonymous

_____ % to Charity Name: _____
Address: _____ Charitable # _____
Designation (if any) _____

Disclose Name Anonymous

_____ % to Charity Name: _____
Address: _____ Charitable # _____
Designation (if any) _____

Disclose Name Anonymous

_____ % to Charity Name: _____
Address: _____ Charitable # _____
Designation (if any) _____

Disclose Name Anonymous

_____ % to Charity Name: _____
Address: _____ Charitable # _____
Designation (if any) _____

Disclose Name Anonymous

_____ % **Must add up to be 100 percent.**

If one or more charities no longer exist at the time of distribution of our gift, I/we request the Board of CSS to:

- Make the gift to a charitable organization that, in the opinion of the Board, most closely resembles my/our choice.
- Distribute that charity's share proportionately amongst the other charities listed above.

Signed this _____ day of _____, 20__.

Applicant Signature

Name: _____

Joint Applicant Signature (if required)

Name: _____