



Fund Guidelines

PLACE2GIVE FOUNDATION – DONOR AGREEMENT DOCUMENT

Updated January 2020

PLACE2GIVE FOUNDATION | CRA REGISTRATION #833678840RR0001

Place2Give Foundation Fund Guidelines

Contents

Purpose of this Document	2
About Place2Give Foundation	2
About Donor-Advised Funds - DAF	2
Establishing a Place2Give DAF Account	3
Roles, Responsibilities, And Privileges	4
Ownership	4
Primary Account Holder	4
Additional Account Holders	4
Additional Advisors	4
Additional Donors	4
Successor	5
Contributions	6
Eligible Types of Contributions	6
Minimum Contributions –	7
Fee Schedule:	7
Processing Contributions	7
Confirming Contributions	8
Tax Considerations	8
Charitable Deductions	8
Estate Planning	9
Recommending Grants	10
Appendix A	12
Sample Donor Agreement	12

Purpose of this Document

This document outlines the terms of use of the Place2Give Foundation in Canada. Individuals, families, businesses and non-profit organizations can use all or some of the service offerings of Place2Give Foundation.

NOTE: Our work with non-profits and cross-border donations is on a case-by-case basis.

About Place2Give Foundation

Place2Give Foundation is a public, donor advised fund registered in Canada. Specifically, the Fund was established to receive, process, manage and distribute charitable donations. Donations are processed through a web-based portal found at www.Place2Give.com. Donations are also accepted at special events held throughout the year around North America.

About Donor-Advised Funds - DAF

Conducting charitable giving activities through a donor-advised fund (DAF) is a well-established approach for individuals, families, groups, organizations, and companies that want to:

- take an immediate federal income tax deduction, to the extent allowed by law, when contributions are made to the DAF, even if the money is not distributed to qualified donees until subsequent years
- consolidate and simplify donations through a charitable giving account that provides flexibility, administrative convenience, cost savings, and tax advantages
- remain anonymous or otherwise determine how to be recognized for donations made through the DAF

Contributions to a DAF are irrevocable and all DAFs are owned or controlled by a sponsoring organization, which must be a public charity. The donor, however, has advisory privileges on the distribution of funds, as is the case with Place2Give.



Establishing a Place2Give DAF Account

Before opening an account with Place2Give, please carefully read this Guide to fully understand the policies and procedures of the Fund’s DAF Program and discuss charitable giving plans and strategies with a tax advisor. Questions can be emailed to info@place2give.com

Eligibility

Individuals (age 13 and older), families, groups, nonprofit organizations under certain circumstances, business entities including some financial institutions, are eligible to open an account. Residency may be in either Canada or the United States.

Application

Eligible individuals or entities (as described above) may sign up for an account by completing the form at <https://place2give.com/contact/>, or by submitting a Donor Agreement. A sample of this agreement can be found in **Appendix A**.

Account Name

By default, the Fund will assign an account number to use as the account identifier. However, the Primary Account Holder may name—and later rename—the account. The account name should always end with the word “Fund.” The legal terms “Trust,” “Foundation,” or “Endowment,” the use of which are reserved for other charitable-giving vehicles, cannot be used in any account name.

The account name might acknowledge your own name(s), someone or something else, and/or the charitable cause. Examples include The Smith Family Fund, The John Jones Memorial Performing Arts Fund, and The XYZ Corporate Philanthropy Fund. Place2Give Foundation reserves the right to require changes to any Account Name at any time for any reason.

Roles, Responsibilities, And Privileges

Each account is associated with the individual who created the fund. Place2Give Foundation reserves the right to modify or terminate roles, responsibilities, and privileges upon 30-day notice at the email address on record for the Primary Account Holder.

Ownership

Place2Give accounts are donor-advised funds, and as such, the accounts are owned by the Fund. Donors and other authorized parties on the account may recommend distributions, called grants, to charitable organizations.

Primary Account Holder

The Primary Account Holder is usually the individual or entity that opens and funds the Place2Give DAF account, although this responsibility can be transferred. Through the Place2Give website, the Primary Account Holder may contribute money to the account, recommend distributions (called grants) to eligible beneficiaries, and view all account activity. Other privileges include appointing and removing Additional Account Holders, Additional Advisors, Additional Donors, Successors, and Interested Third Parties. The Primary Account Holder is also the main recipient for all correspondence, with the exception of tax-substantiation receipts emailed to Additional Donors.

Additional Account Holders

At this point in time, Additional Account Holders are not permitted direct access to a Place2Give Fund holder. However, individuals may be appointed as philanthropy advisors, by the Primary Account Holder. This is to be done in writing with the contact information and specific role that this additional person will hold. Examples of roles include the ability to: contribute money to the account, recommend grants independent of the Primary Account Holder, and view all account activity. This individual may not add, remove or change the contact information or the roles/responsibilities of others affiliated with this account. If authorized by the Primary Account Holder, Additional Account Holders may also elect to receive the same email correspondence as the Primary Account Holder.

Additional Advisors

Additional Advisors, may recommend grants independent of the Account Holder and view all account activity as instructed by the Primary Account Holder. If authorized by the Primary Account Holder, Additional Advisors may also elect to receive the same email correspondence as the Primary Account Holder. Additional Advisors may not appoint or remove others to the DAF account and generally will not contribute to the account.

Additional Donors

By default, anyone can contribute to a DAF account. However, if desired by the Primary Account Holder, contributions can be restricted to a group of specifically named Additional Donors. Alternatively, the Primary Account Holder may continue to allow anyone to contribute to the DAF account, but name Additional Donors who will receive differentiated targeted communications or have the privilege of using special online tools and features.



Successor

The Primary Account Holder should name an individual or entity to serve as a replacement upon the death, incapacity, or resignation of the Primary Account Holder. At such time, if no Successor has been identified or no named Successor accepts the responsibility, any remaining balance will be transferred to the Place2Give Foundation General Fund and used or distributed at the discretion of the Grants Committee and the Board of Directors.

Account privileges are granted to a Successor only after the Fund receives and accepts proof of the Primary Account Holder's resignation, incapacity, or death and the Successor accepts the responsibility and terms. At such time, the Successor will become the Primary Account Holder with all of the commensurate responsibilities and privileges.

Contributions

Contributions can be made when an account is opened, as a grant is recommended, or at any other time. When a contribution is received from a Donor without an account for the purposes of establishing a DAF, an account will be created automatically. Contributions to already existing funds are accepted at anytime through the Place2Give website, via cheque to either the Place2Give Foundation office in Calgary, Alberta, Canada.

Tax receipts are issued automatically through the web portal to the person who made the contribution. Donations received at the office, or processed manually will be receipted at the end of the calendar year.

Place2Give Foundation accepts donations in the form securities, cash and insurance policies. Securities are sold within 24 hours of receipt or on the next business day.

Please see the [Gift Acceptance Policy](#) document for more details on types of contributions that may be accepted by Place2Give.

Contributions Are Irrevocable and Unconditional

Contributions are not refundable and are assets owned and held by the Fund. The Fund retains exclusive legal control over all contributed assets and any future related earnings.

Furthermore, Donors cannot impose conditions or other restrictions that prevent the Fund from freely and effectively using the contribution to further its charitable mission and comply with all legal and regulatory requirements.

Eligible Types of Contributions

The Fund accepts cash and cash equivalents in Canadian or US dollars, drawn from Canadian or US financial institutions, and delivered by cheque, electronic funds transfer, debit card, or credit card. Please see below a list of all types of accepted contributions.

The Fund reserves the right to review and reject any contribution to the Program for any reason whatsoever. Any contribution that is not accepted will be returned as soon as possible.

Types of Accepted Gifts:

- Gifts of Cash including payments by credit cards, direct debit and cheques or money orders
- Gifts of Publicly Listed Securities
- Gifts of Privately Held Securities
- Gifts of Life Insurance
- Gifts of RRSP's and RRIF's
- Bequests by Will



Minimum Contributions -

Endowment Account - \$25,000 in the currency of residency

Flow Through - \$5000 in the currency of residency

Fee Schedule:

Subject to revision by the Place2Give Board of Directors, the principal of the Fund shall be retained, administered and managed by Place2Give or its agents. The distributed income shall be used for the purposes described herein.

Endowment Fund:

Place2Give will receive a donation fee of 1% or \$1,500 whichever is greater on initial deposit. Subsequent deposits will be charged a 1% donation fee at time of donation.

Fees include all investment advisory and management fees. Annual fees are based on the market value of the assets. Fees are for administrative services on behalf of the Fund including the issuance of tax receipts, ongoing disbursements and reporting, and ongoing fiduciary responsibility.

Place2Give Foundation - Fee Table - Endowment

<i>Minimum donation to open account</i>	\$25,000
<i>Deposit Fee</i>	1% or \$1,500 whichever is greater
<i>Fund Management of first \$1Million</i>	1.5%
<i>Fund Management on the next \$1Million</i>	1.25%
<i>\$2Million+</i>	Negotiable

Flow Through:

Funds are held for a minimum of 30 Days in cash before being disbursed out on the 15th of the following month. Funds are held in a cash account earning minimum interest so as to be able to deploy the capital to projects as quickly as possible. Fees are charged based on the currency deposited.

Place2Give Foundation - Fee Table - Flow Through

<i>Minimum donation to open account</i>	\$5000
<i>One-time Setup Fee</i>	\$1500
<i>Fund Management of first \$100K</i>	2.5% + interest earned on the account
<i>Fund Management \$101K - 300K</i>	2.0% + interest earned on the account
<i>Fund Management \$300K +</i>	1.5% + interest earned on the account

Fees include:

- Validating Qualified Donee and if requested special project design
- Drafting donor agreement(s)
- Special project agreements as needed
- Disbursement and reporting calendar between Recipient Organization, Place2Give and the donor

- Personalized fund page on Place2Give.com so that clients, friends and family can easily contribute to the fund
- Tax receipting for Canadian donors
- An annual review of account for CRA purposes and reporting back to donors
- Annual filing with relevant agencies

What's not included:

- Additional Transaction fees assessed by 3rd parties (i.e. credit cards and banks)
- Fees associated with liquidating shares
- Funds held by investment firm are assessed fees from that third-party firm
- Legal fees or accounting fees for special projects/audits are assessed annually at year end
- Currency conversion

Processing Contributions

The Fund generally processes contributions on the same day the funds are received unless it is a weekend or bank holiday. Funds processed by partners made be subject to a different schedule per the partners terms. The Fund is not liable for the failure to complete an electronic funds transfer or other Donor instruction.

Confirming Contributions

The Foundation will email a receipt for any funds received on the same day (if done via Place2Give.com), or within a few business days after the funds have cleared (if funds are received via cheque, cash, securities or insurance). Donors should read all confirmation letters carefully. Any errors must be reported immediately to Place2Give.

Primary Account Holders may receive notification of third-party contributions, such as an employer match, but such notification is not a tax receipt.

Tax Considerations

This Guide is not intended to provide legal or tax advice. Rules and regulations regarding tax deductions for charitable giving vary at the provincial and state level. Place2Give Foundation strongly encourages Donors to consult with a qualified tax advisor for guidance on how charitable giving will impact their federal, provincial/state, and local tax liability.

Charitable Deductions

Place2Give Foundation donor-advised fund program is eligible to receive tax-deductible contributions. In general, a Donor who itemizes deductions on a federal tax return may claim a contribution to a DAF account as a deduction in the year the contribution is made, subject to certain limitations. With the exception of contributions, however, DAF account activity has no impact on any Donor's tax liability. Because the Fund owns the assets once they have been contributed to a DAF account, for example, any investment gains or losses or interest accrued by that account will have no tax consequences for Account Holders. In addition, grants subsequently made from a DAF account to



a charitable organization are not tax deductible, as the deduction was already taken when the contribution was made to the DAF account.

Please also note that Account Holders may not claim a tax deduction for contributions to their account(s) by other Donors, such as an employer match, or a gift card.

Deductibility

With cash and cash equivalents, a Donor is entitled to claim the exact amount of the contribution as a deduction.

Estate Planning

Please speak with your Estate and/or Trust Lawyer regarding the use of your DAF proceeds as part of your estate.

Recommending Grants

Once a DAF account has been funded, Donors and Advisors can recommend grants at any time to any of more than 90,000 Qualified Donees in Canada. This section details important guidelines and instructions that apply to the grant recommendation process.

Donors may make grant recommendations on Place2Give.com through the GIVE portal or in writing to admin@place2give.com.

Please provide the following information with your disbursement request:

- Name of DAF account holder.
- Please indicate if this disbursement is a one-time donation or a recurring donation either monthly, quarterly or annually.
- Please provide us with the name of the charity, what city they are located in, the dollar amount of the donation and if it is to be designated to a specific project, please provide that information.
- Please provide any additional information you want sent along with this disbursement (i.e. special message to charity staff, special request around reporting, if this is in honour or memory of someone, etc.).

Note: If any of this information is missing it may delay the disbursement of funds. We cannot accept disbursement requests left in a voicemail message, sent via text or made over the phone.

Minimum Disbursements

Place2Give requires each fund to disburse a minimum of 3.5% within 18 months of establishing the Fund. Thereafter, the CRA requires donors to disburse a minimum of 3.5% annually. There is no maximum. Place2Give will not disburse funds beyond the maximum value of the Fund

Grant Review and Approval or Denial

To ensure that all funds are issued exclusively in furtherance of charitable purposes to qualified charitable organizations, all grant recommendations are subject to review and approval by Place2Give Foundation's Directors. Place2Give's Directors have ultimate authority over all grant distributions. Grant requests are nonbinding and will not be approved until, among other considerations, Place2Give has verified the recipient organization's current tax-exempt status as defined by section 149 Income Tax Act of the Canadian Revenue Agency and its status as a public and/or registered charity as defined by the Charities Directorate in Canada.

Place2Give may contact prospective grant recipients to obtain information about their charitable activities before approving a grant recommendation. Place2Give, at its sole discretion, may also perform additional research when it has reason to believe that grant funds may result in private benefit to an Account Holder, Additional Advisor, or related party, or that the grant would violate Place2Give policies. Place2Give reserves the right to take appropriate legal action if it determines that grant funds have been knowingly used improperly.

Additional Due Diligence

Please be advised that in the case of certain grant recommendations, Place2Give reserves the right to perform additional due diligence and to decline to make the recommended grant in such cases where:

- the grant will confer a more than incidental benefit on any Account Holder or other related third party
- the grant will be used for lobbying, for political contributions, or to support political campaign activities
- the grant will be used for religious purposes or proselytizing a specific religion
- the grant may be used for terrorist activities
- we cannot clearly see the line of use of proceeds from disbursement to implementation
- the grant will be used for improper purposes
- the Primary Account Holder or related persons control the organization
- Place2Give provides a substantial portion of the organization's public support
- dictated by other reasons in accordance with Place2Give policies

If Place2Give discovers that grants have been made for improper purposes, it will take remedial action. This may include, but is not limited to, a requirement that the grant recipient return the grant and/or the termination of Account Holders' or Advisors' privileges and the transfer of account assets to the Fund's General Fund.

If a charity or its principals are under investigation, Place2Give reserves the right to freeze any granting to that charity until the investigation is resolved.

Place2Give will not approve grant requests for amounts greater than the available balance in the Account Holder's DAF account.

If a grant recommendation is not approved, Place2Give will notify the Primary Account Holder, explain the reason(s) for denying the request, and suggest an alternative solution to satisfy the Account Holders' philanthropic intent. Account Holders and/or Advisors may also decide whether to submit an alternative grant recommendation.

In the event of several grant requests that violate the foundation's guidelines, Place2Give reserves the right to transfer account assets to the General Fund.

Place2Give will work with the Primary Account Holder to help craft a giving portfolio that meets the requirements of the Foundation and the mandate and spirit of the Fund that was created.

Appendix A

Place2Give Foundation is a unique DAF in that we create customized giving portfolios with each of our account holders. Below is a sample Donor Agreement. Amendments to the Donor Agreement may be made by mutual consent of Place2Give and the donor.

Sample Donor Agreement

Place2Give Foundation, a registered charitable Public Foundation (hereinafter “Place2Give”), hereby agrees to establish the _____ Fund (“the Fund”) per the terms of the Place2Give Gift Acceptance Policy.

The name of the fund will appear on your reports and in the correspondence sent to your grantees unless you instruct us otherwise. Place2Give is responsible for the administration of the Fund and your contribution to the Fund will be invested by Place2Give as per your instructions or held in cash. Please consult your tax advisor to find out which strategies suit your situation.

The total value of this contribution into the Fund is \$ _____. These funds are to be disbursed as per the attached instructions. If no instructions are attached Place2Give is to be notified in writing when you are ready to make a disbursement.

Any special instructions with regards to disbursements must be provided in writing in advance of the disbursement being made.

Note for Endowed Funds: *If circumstances should, at some future time, make it impractical to continue using the income from this endowment for the designated purpose (i.e. the designated charities are no longer operating), and the donor(s)/successor(s) either is(are) not living or not able to consent to an amendment, Place2Give may re-designate the purpose of the endowment income, providing that the Fund shall continue to bear the name(s) of the donor and the amended terms shall adhere as closely as possible to the donor(s)' original intent for this fund.*

Note for New Accounts: *Your first disbursement at a minimum of 3.5% of the total fund must be made within 18 months of opening the account.*

Note for Existing Account Holders: *A minimum of 3.5% must be disbursed from your Fund annually.*

The Donor & Successors

Donor #1 – Main Account Holder

Please provide the full name, address, phone, email, citizenship, date of birth and residency of the donor.

Donor #2 – Secondary Account Holder

Please provide the full name, address, phone, email, citizenship, date of birth and residency of the donor.

Donation receipt will be issued to the individual(s) who contribute assets in the Fund.

Either Donor 1 or 2 may provide written recommendations as the disbursement of funds at any time. Funds are disbursed on the 15th of each month.

Successor(s) – Up to three named successors

I/We acknowledge that the named successors to this agreement will have the rights and entitlements of a Donor upon succession.

Please provide the full name, address, phone, email, citizenship, date of birth and residency of the successor(s).

I/We confirm that (please select how you want your Fund to be handled in the event that you are no longer able to provide instructions):

- the named successors will share equal responsibility for the fund;
- that the assets of the original fund will be split among the successors' own Fund (establish new accounts)
- appoint the Directors of Place2Give as successors to the fund.

Note: *A photocopy of the successors driver's license or passport is required unless the individual has been verified by the donor's Investment Advisor. If a business is the named successor, please provide a photocopy of the Corporate Resolution and Articles of Incorporation and the Business Number.*

Contributions into the Fund

- cash,
- cheque payable to Place2Give Foundation,
- e-transfer or wire transfer,
- donation of securities or
- other gifts

Note on Other Gifts: *Please see the Place2Give Gift Acceptance Policy for a complete list of types of Other Gifts that can be accepted and wording for Bequests.*

Fees

See Fee Schedule on page 7 of this document for our most current rates.

Privacy

Place2Give may use my information to process gifts, administer delivery of charitable services, establish, maintain and manage our relationship, including set up and management of the Fund and maintenance of an accurate record of my involvement; provide information regarding the operations of the Fund and offer further opportunities to give; verify my identity and protect against fraud; satisfy regulatory obligations and other legal requirements; and to create statistics about our operations and understand the current and future needs and preferences of Donors.

In administering the charitable services of Place2Give, we may provide your personal information to other persons: where the other parties are grant recipients and you have consented below to be recognized; where the other parties are our third party service providers, suppliers or agents who assist us in providing our services; and where we are required or permitted to do so by law.

All grants made to charities from Place2Give are accompanied by a letter indicating the gifts were made from the individual Fund with Place2Give. These grants may be disbursed with anonymity or with full disclosure of the donor's name and address in the letter.

Investment Manager

I/We understand that the Board of Directors of Place2Give has the fiduciary obligation of managing the assets in the Fund. I/We understand that Place2Give has the sole and final authority to select the investment managers, monitor their performance and change the asset allocation and investment management mandates as necessary and in compliance with all applicable laws.

Direction & Acknowledgement

I/We understand that any **donation represents an irrevocable gift to Place2Give Foundation**, a registered charity, and is not refundable to me for any reason. I/We acknowledge that up to 100% of this donation shall be deemed to be a Fund. Place2Give may apply for its charitable purposes such portion of the income, capital gains and original capital of the Fund (whether realized or accrued) as is permitted by this agreement and the Income Tax Act (Canada) from time to time.

Signed on (date):

Donor #1 (please print full name and signature)

Donor #2 (if indicated)

Place2Give Foundation

Gena Rotstein,
Executive Director

Richard Ouellette,
Treasurer

Sample