Full Name of Charity **GIFT** **ANNUITY** **AGREEMENT**

**One** **Life** **-** **Donor** **is** **the** **Annuitant** **Funded** **with** **a** **QCD** **from** **Donor's** **IRA** **Immediate** **Payments**

This Agreement is made between [name of donor] of [street address], [city], [state] [zip code] (hereinafter "the Donor"), and Full Name of Charity, of [Charity Address] (hereinafter "Charity").

1. **Transfer** **of** **Property** **by** **Donor**

Charity certifies that the Donor, as an evidence of [his/her] desire to support the work of Charity and to make a charitable gift, on [contribution date -- month,day,year] contributed to Charity a qualified charitable distribution from an IRA, described in Schedule A, attached hereto, the fair market value of which is $[amount].

2. **Payment** **of** **Annuity**

In consideration of the property transferred by the Donor, Charity shall pay an annual annuity of $[amount] from the date of this Agreement and shall pay such amount to the Donor so long as [he/she] is living.

3. **Payment** **Dates;** **First** **Installment**

The annuity shall be paid in [monthly, quarterly, semi-annual, annual] installments of $[amount]. The first installment shall be payable on [month,day,year] in the amount of $[amount], prorated on the basis of the number of days in the initial payment

period. Subsequent installments beginning on [month,day,year] and continuing every [month,quarter,half-year,year] thereafter shall be in the full amount of $[amount].

4. **Birth** **Date** **of** **Donor**

The birth date of the Donor is [month,day,year].

5. **Payment** **Correction**

If the stated birth date of the Donor should be found to be incorrect at any time, the amount payable or benefit accruing under this Agreement shall be such as would have been provided according to the correct birth date. If any underpayment or overpayment has been made on account of such misstatement, any such underpayment shall promptly be paid to the Donor, and any such overpayment shall be charged against the current and/or next succeeding payment(s) to the Donor.

6. **Irrevocability;** **Non-assignability;** **Termination**

This annuity is irrevocable. This annuity is also non-assignable. Charity's obligation under this Agreement shall terminate with the regular payment preceding the Donor's death.

7. **Uses** **and** **Purposes** **of** **Gift**

Upon Charity's satisfaction of its obligation under this Agreement, an amount equal to the residuum of the gift shall be used by Charity for [its general purposes] [or] [[describe restricted purpose]. If any amount is undesignated, or if the designated purpose no longer exists, it shall be used by Charity for its general purposes.]

8. **Entire** **Agreement;** **Governing** **Law**

This Agreement [, together with Schedule A attached hereto,] constitutes the entire agreement of the parties. This Agreement shall be governed by the laws of the State of New York.

This Agreement is effective as of [contribution date -- month,day,year].

DONOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of donor]

Full Name of Charity:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of officer]

[title of officer]

**Gift** **Annuity** **Agreement** **Between** **[name** **of** **donor]** **and** **Full** **Name** **of** **Charity**

**SCHEDULE** **A**

**Description** **of** **Property**

[Description and value of donated property]

Full Name of Charity **GIFT** **ANNUITY** **AGREEMENT**

**One** **Life** **-** **Donor** **is** **not** **the** **Annuitant** **Funded** **with** **a** **QCD** **from** **Donor's** **IRA** **Immediate** **Payments**

This Agreement is made between [name of donor] of [street address], [city], [state] [zip code] (hereinafter "the Donor"), and Full Name of Charity, of [Charity Address] (hereinafter "Charity").

1. **Transfer** **of** **Property** **by** **Donor**

Charity certifies that the Donor, as an evidence of [his/her] desire to support the work of Charity and to make a charitable gift, on [contribution date -- month,day,year] contributed to Charity a qualified charitable distribution from an IRA, described in Schedule A, attached hereto, the fair market value of which is $[amount].

2. **Payment** **of** **Annuity**

In consideration of the property transferred by the Donor, Charity shall pay an annual annuity of $[amount] from the date of this Agreement and shall pay such amount to [name of annuitant/donor’s spouse] of [street address], [city], [state] [zip code] (hereinafter "the Annuitant"), so long as [he/she] is living.

3. **Payment** **Dates;** **First** **Installment**

The annuity shall be paid in [monthly, quarterly, semi-annual, annual] installments of $[amount]. The first installment shall be payable on [month,day,year] in the amount of $[amount], prorated on the basis of the number of days in the initial payment

period. Subsequent installments beginning on [month,day,year] and continuing every [month,quarter,half-year,year] thereafter shall be in the full amount of $[amount].

4. **Birth** **Date** **of** **Annuitant**

The birth date of the Annuitant is [month,day,year].

5. **Payment** **Correction**

If the stated birth date of the Annuitant should be found to be incorrect at any time, the amount payable or benefit accruing under this Agreement shall be such as would have been provided according to the correct birth date. If any underpayment or overpayment has been made on account of such misstatement, any such underpayment shall promptly be paid to the Annuitant, and any such overpayment shall be charged against the current and/or next succeeding payment(s) to the Annuitant.

6. **Irrevocability;** **Non-assignability;** **Termination**

[Except as provided in Paragraph 7,] [t]his annuity is irrevocable. This annuity is also non -assignable. Charity's obligation under this Agreement shall terminate with the regular payment preceding the Annuitant's death[, unless the Donor has exercised the right to revoke payments to the Annuitant per Paragraph 7 below].

[7. **Power** **to** **Revoke** **Payments**

Notwithstanding any of the foregoing sections, the Donor hereby reserves the power to revoke the right of the Annuitant to receive payments from Charity pursuant to this Agreement. This power is exercisable by the Donor at death in [his/her] will. If the power

is exercised, Charity's obligation to make annuity payments shall terminate with the payment preceding the death of the Donor.]

[8.] **Uses** **and** **Purposes** **of** **Gift**

Upon Charity's satisfaction of its obligation under this Agreement, an amount equal to the residuum of the gift shall be used by Charity for [its general purposes] [or] [[describe restricted purpose]. If any amount is undesignated, or if the designated purpose no longer exists, it shall be used by Charity for its general purposes.]

[9.] **Entire** **Agreement;** **Governing** **Law**

This Agreement [, together with Schedule A attached hereto,] constitutes the entire agreement of the parties. This Agreement shall be governed by the laws of the State of New York.

This Agreement is effective as of [contribution date -- month,day,year].

DONOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of donor]

Full Name of Charity:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of officer]

[title of officer]

**Gift** **Annuity** **Agreement** **Between** **[name** **of** **donor]** **and** **Full** **Name** **of** **Charity**

**SCHEDULE** **A**

**Description** **of** **Property**

[Description and value of donated property]

Full Name of Charity **GIFT** **ANNUITY** **AGREEMENT**

**Two** **Lives** **-** **Joint** **and** **Survivor** **Funded** **with** **a** **QCD** **from** **Donor's** **IRA** **Donor** **is** **an** **Annuitant** **Immediate** **Payments**

This Agreement is made between [name of donor] of [street address], [city], [state] [zip code] (hereinafter "the Donor"), and Full Name of Charity, of [Charity Address] (hereinafter "Charity").

1. **Transfer** **of** **Property** **by** **Donor**

Charity certifies that the Donor, as an evidence of [his/her] desire to support the work of Charity and to make a charitable gift, on [contribution date -- month,day,year] contributed to Charity a qualified charitable distribution from an IRA, described in Schedule A, attached hereto, the fair market value of which is $[amount].

2. **Payment** **of** **Annuity**

In consideration of the property transferred by the Donor, Charity shall pay to the Donor and [name of second annuitant/donor’s spouse] of [street address], [city], [state] [zip code], during their joint lives, and then to the survivor during [his/her/his or her] life, an annual annuity of $[amount] from the date of this Agreement.

3. **Payment** **Dates;** **First** **Installment**

The annuity shall be paid in [monthly, quarterly, semi-annual, annual] installments of $[amount]. The first installment shall be payable on [month,day,year] in the amount of $[amount], prorated on the basis of the number of days in the initial payment

period. Subsequent installments beginning on [month,day,year] and continuing every [month,quarter,half-year,year] thereafter shall be in the full amount of $[amount].

4. **Birth** **Dates** **of** **Annuitants**

The birth date of [name of donor] is [month,day,year]. The birth date of [name of second annuitant/donor’s spouse] is [month,day,year].

5. **Payment** **Correction**

If the stated birth date of either the Donor or [name of second annuitant/donor’s spouse] should be found to be incorrect at any time, the amount payable or benefit accruing under this Agreement shall be such as would have been provided according to the correct birth date. If any underpayment or overpayment has been made on account of such misstatement, any such underpayment shall promptly be paid to the then annuitant(s), and any such overpayment shall be charged against the current and/or next succeeding payment(s) to the then annuitant(s).

6. **Irrevocability;** **Non-assignability;** **Termination**

[Except as provided in Paragraph 7,] [t]his annuity is irrevocable. This annuity is also non -assignable. Charity's obligation under this Agreement shall terminate with the regular payment preceding the death of the survivor of the Donor and [name of second annuitant/donor’s spouse] [, unless the Donor has exercised the right to revoke payments to [name of second annuitant/donor’s spouse] per Paragraph 7 below]. With respect to the first of the Donor or [name of second annuitant/donor’s spouse] to die, the obligation

to pay such annuitant any share of the annuity shall terminate with the regular payment preceding the death of such annuitant, and all following payments shall be payable to the

survivor of the Donor or [name of second annuitant/donor’s spouse], during such surviving annuitant's lifetime.

[7. **Power** **to** **Revoke** **Payments**

Notwithstanding any of the foregoing sections, the Donor hereby reserves the power to revoke the right of [name of second annuitant/donor’s spouse] to receive survivorship annuity payments from Charity pursuant to this Agreement. This power is exercisable by the Donor at death in [his/her] will. If the power is exercised, Charity's obligation to make annuity payments shall terminate with the payment preceding the death of the Donor.]

[8.] **Uses** **and** **Purposes** **of** **Gift**

Upon Charity's satisfaction of its obligation under this Agreement, an amount equal to the residuum of the gift shall be used by Charity for [its general purposes] [or] [[describe restricted purpose]. If any amount is undesignated, or if the designated purpose no longer exists, it shall be used by Charity for its general purposes.]

[9.] **Entire** **Agreement;** **Governing** **Law**

This Agreement [, together with Schedule A attached hereto,] constitutes the entire agreement of the parties. This Agreement shall be governed by the laws of the State of New York.

This Agreement is effective as of [contribution date -- month,day,year].

DONOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of donor]

Full Name of Charity:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of officer]

[title of officer]

**Gift** **Annuity** **Agreement** **Between** **[name** **of** **donor]** **and** **Full** **Name** **of** **Charity**

**SCHEDULE** **A**

**Description** **of** **Property**

[Description and value of donated property]

Full Name of Charity **GIFT** **ANNUITY** **AGREEMENT**

**Two** **Lives** **-** **Successive** **Interests** **Donor** **is** **the** **First** **Annuitant**

**Funded** **with** **a** **QCD** **from** **Donor's** **IRA** **Immediate** **Payments**

This Agreement is made between [name of donor] of [street address], [city], [state] [zip code] (hereinafter "the Donor"), and Full Name of Charity, of [Charity Address] (hereinafter "Charity").

1. **Transfer** **of** **Property** **by** **Donor**

Charity certifies that the Donor, as an evidence of [his/her] desire to support the work of Charity and to make a charitable gift, on [contribution date -- month,day,year] contributed to Charity a qualified charitable distribution from an IRA, described in Schedule A, attached hereto, the fair market value of which is $[amount].

2. **Payment** **of** **Annuity**

In consideration of the property transferred by the Donor, Charity shall pay an annual annuity of $[amount] from the date of this Agreement and shall pay such amount to the Donor so long as [he/she] is living, and thereafter to [name of successor annuitant/donor’s spouse] of [street address], [city], [state] [zip code], continuing for the balance of [his/her] life.

3. **Payment** **Dates;** **First** **Installment**

The annuity shall be paid in [monthly, quarterly, semi-annual, annual] installments of $[amount]. The first installment shall be payable on [month,day,year] in the amount of $[amount], prorated on the basis of the number of days in the initial payment

period. Subsequent installments beginning on [month,day,year] and continuing every [month,quarter,half-year,year] thereafter shall be in the full amount of $[amount].

4. **Birth** **Dates** **of** **Annuitants**

The birth date of the Donor is [month,day,year]. The birth date of [name of successor annuitant/donor’s spouse] is [month,day,year].

5. **Payment** **Correction**

If the stated birth date of either the Donor or [name of successor annuitant/donor’s spouse] should be found to be incorrect at any time, the amount payable or benefit accruing under this Agreement shall be such as would have been provided according to the correct birth date. If any underpayment or overpayment has been made on account of such misstatement, any such underpayment shall promptly be paid to the Donor or [name of second annuitant/donor’s spouse], and any such overpayment shall be charged against the current and/or next succeeding payment(s) to the Donor or [name of successor annuitant/donor’s spouse].

6. **Irrevocability;** **Non-assignability;** **Termination**

[Except as provided in Paragraph 7,] [t]his annuity is irrevocable. This annuity is also non -assignable. Charity's obligation under this Agreement shall terminate with the regular payment preceding the death of the survivor of the Donor and [name of successor annuitant/donor’s spouse][, unless the Donor has exercised the right to revoke survivorship payments to [name of successor annuitant/donor’s spouse] per Paragraph 7

below]. The obligation to pay the Donor any share of the annuity shall terminate with the regular payment preceding [his/her] death. If [name of successor annuitant/donor’s spouse] survives the Donor, [and the Donor has not revoked [his/her] survivorship payments,] all following payments shall be payable to [name of successor annuitant/donor’s spouse].

[7. **Power** **to** **Revoke** **Payments**

Notwithstanding any of the foregoing sections, the Donor hereby reserves the power to revoke the right of [name of successor annuitant/donor’s spouse] to receive payments from Charity pursuant to this Agreement. This power is exercisable by the Donor at death in [his/her] will. If the power is exercised, Charity's obligation to make annuity payments shall terminate with the payment preceding the death of the Donor.]

[8.] **Uses** **and** **Purposes** **of** **Gift**

Upon Charity's satisfaction of its obligation under this Agreement, an amount equal to the residuum of the gift shall be used by Charity for [its general purposes] [or] [[describe restricted purpose]. If any amount is undesignated, or if the designated purpose no longer exists, it shall be used by Charity for its general purposes.]

[9.] **Entire** **Agreement;** **Governing** **Law**

This Agreement [, together with Schedule A attached hereto,] constitutes the entire agreement of the parties. This Agreement shall be governed by the laws of the State of New York.

This Agreement is effective as of [contribution date -- month,day,year].

DONOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of donor]

Full Name of Charity:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of officer]

[title of officer]

**Gift** **Annuity** **Agreement** **Between** **[name** **of** **donor]** **and** **Full** **Name** **of** **Charity**

**SCHEDULE** **A**

**Description** **of** **Property**

[Description and value of donated property]