Serial Number\_\_\_\_\_\_\_\_

**FULL NAME OF CHARITY**

**GIFT ANNUITY AGREEMENT**

**One Life - Donor is the 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 [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 [*cash in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* [*and/or*] [*[brief description of property, e.g. negotiable securities, real property]* *described in Schedule A, attached hereto, the fair market value of which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*.

**2. Payment of Annuity**

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

**3. Payment Dates; First Installment**

The annuity shall be paid in [*monthly, quarterly, semi-annual, annual*] installments of $\_\_\_\_\_\_\_\_\_\_. The first installment shall be payable on [*month, day, year*], and shall be 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 $\_\_\_\_\_\_\_\_\_\_.

**4. Birth Date of Annuitant**

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 and non-assignable, except that it may be assigned to Charity. 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: FULL NAME OF CHARITY:

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of donor*] [*Name and title of officer*]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name and title of second officer]*

**Gift Annuity Agreement Between**

**[Name of Donor] and**

**Full Name of Charity**

**SCHEDULE A**

**Description of Property**

*[Description and value of property]*

Serial Number\_\_\_\_\_\_\_\_

**FULL NAME OF CHARITY**

**GIFT ANNUITY AGREEMENT**

**One Life - Donor is the Annuitant**

**Payments are Deferred**

This Agreement is made between [*name of donor*], of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter "the Donor"), and Full Name of Charity, of [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 [*cash in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* [*and/or*] [*[brief description of property, e.g. negotiable securities, real property]* *described in Schedule A, attached hereto, the fair market value of which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*.

**2. Payment of Annuity**

In consideration of the property transferred by the Donor, Charity shall pay to the Donor an annual annuity of $\_\_\_\_\_\_\_\_\_\_\_\_\_, commencing [*date of first payment*] and continuing for the rest of [*his/her*] life. If the Donordies before [*date of first payment*], Charity is released from all obligations under this Agreement.

**3. Payment Dates; First Installment**

The annuity shall be paid in [*monthly, quarterly, semi-annual, annual*] installments of $\_\_\_\_\_\_\_\_\_\_ at the end of the period. The first installment shall be payable on [*date of first payment*].

**4. Birth Date of Annuitant**

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 and non-assignable, except that it may be assigned to Charity. 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: FULL NAME OF CHARITY:

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of donor*] [*Name and title of officer*]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name and title of second officer]*

**Gift Annuity Agreement Between**

**[*Name of Donor*] and**

**Full Name of Charity**

**SCHEDULE A**

**Description of Property**

*[Description and value of property]*

Serial Number\_\_\_\_\_\_\_\_

**FULL NAME OF CHARITY**

**GIFT ANNUITY AGREEMENT**

**One Life - One of the Donors is the Annuitant**

**Funded with Jointly-Owned Property**

**Immediate Payments**

This Agreement is made between [*[name of first donor]* and *[name of second donor]* of *[street address]*, *[city]*, *[state]* *[zip code]*] [*or*] [*[name of first donor]* of *[street address of first donor]*, *[city of first donor]*, *[state of first donor]* *[zip code of first donor]* and *[name of second donor]* of *[street address of second donor]*, *[city of second donor]*, *[state of second donor]* *[zip code of second donor]*] (hereinafter "the Donors"), and Full Name of Charity, of [address] (hereinafter "Charity").

**1. Transfer of Property by Donors**

Charity certifies that the Donors, as an evidence of their desire to support the work of Charity and to make a charitable gift, on [*contribution date - month, day,* year] contributed to Charity [*cash in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* [*and/or*] [*[brief description of property, e.g. negotiable securities, real property]* *described in Schedule A, attached hereto, the fair market value of which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*.

**2. Payment of Annuity**

In consideration of the property transferred by the Donors, Charity shall pay an annual annuity of $\_\_\_\_\_\_\_\_\_\_ from the date of this Agreement and shall pay such amount to [*name of annuitant*] (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 $\_\_\_\_\_\_\_\_\_\_. The first installment shall be payable on [*month, day, year*], and shall be 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 $\_\_\_\_\_\_\_\_\_\_.

**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, except that it may be assigned to Charity. Charity’s obligation under this Agreement shall terminate with the regular payment preceding the Annuitant’s death.

**[7. Power to Revoke Payments**

Notwithstanding any of the foregoing sections, [*name of non-annuitant donor*] hereby reserves the power to revoke the annuity payments for Annuitant attributable to [*his/her*] proportional interest in the joint property transferred under this Agreement. This power is exercisable by [*name of non-annuitant donor*] at death in [*his/her*]will. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the proportional interest of [*name of non-annuitant donor*] in the joint property shall terminate with the payment preceding the death of [*name of non-annuitant donor*] and Annuitant shall receive an annual annuity of [*applicable portion of the amount stated in Paragraph 2, based on annuitant’s interest in the joint property*] in equal [*monthly, quarterly, semi-annual, annual*] installments.**]**

**[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*].

DONORS: FULL NAME OF CHARITY:

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of first donor*] [*Name and title of officer*]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of second donor*] [*Name and title of second officer*]

**Gift Annuity Agreement Between**

**[Names of Donors] and**

**Full Name of Charity**

**SCHEDULE A**

**Description of Property**

*[Description and value of property]*

Serial Number\_\_\_\_\_\_\_\_

**FULL NAME OF CHARITY**

**GIFT ANNUITY AGREEMENT**

**One Life - One of the Donors is the Annuitant**

**Funded with Jointly-Owned Property**

**Payments are Deferred**

This Agreement is made between [*[name of first donor]* and *[name of second donor]* of *[street address]*, *[city]*, *[state]* *[zip code]*] [*or*] [*[name of first donor]* of *[street address of first donor]*, *[city of first donor]*, *[state of first donor]* *[zip code of first donor]* and *[name of second donor]* of *[street address of second donor]*, *[city of second donor]*, *[state of second donor]* *[zip code of second donor]*] (hereinafter "the Donors"), and Full Name of Charity, of [address] (hereinafter "Charity").

**1. Transfer of Property by Donors**

Charity certifies that the Donors, as an evidence of their desire to support the work of Charity and to make a charitable gift, on [*contribution date - month, day,* year] contributed to Charity [*cash in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* [*and/or*] [*[brief description of property, e.g. negotiable securities, real property]* *described in Schedule A, attached hereto, the fair market value of which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*.

**2. Payment of Annuity**

In consideration of the property transferred by the Donors, Charity shall pay to [*name of annuitant*] (hereinafter “the Annuitant”) an annual annuity of $\_\_\_\_\_\_\_\_\_\_\_\_\_, commencing [*date of first payment*] and continuing for the rest of [*his/her*] life. If the Annuitantdies before [*date of first payment*], Charity is released from all obligations under this Agreement.

**3. Payment Dates; First Installment**

The annuity shall be paid in [*monthly, quarterly, semi-annual, annual*] installments of $\_\_\_\_\_\_\_\_\_\_ at the end of the period. The first installment shall be payable on [*date of first payment*].

**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, except that it may be assigned to Charity. Charity’s obligation under this Agreement shall terminate with the regular payment preceding the Annuitant’s death.

**[7. Power to Revoke Payments**

Notwithstanding any of the foregoing sections, [*name of non-annuitant donor*] hereby reserves the power to revoke the annuity payments for Annuitant attributable to [*his/her*] proportional interest in the joint property transferred under this Agreement. This power is exercisable by [*name of non-annuitant donor*] at death in [*his/her*]will. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the proportional interest of [*name of non-annuitant donor*] in the joint property shall terminate with the payment preceding the death of [*name of non-annuitant donor*] and Annuitant shall receive an annual annuity of [*applicable portion of the amount stated in Paragraph 2, based on annuitant’s interest in the joint property*] in equal [*monthly, quarterly, semi-annual, annual*] installments.**]**

**[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*].

DONORS: FULL NAME OF CHARITY:

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of first donor*] [*Name and title of officer*]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of second donor*] [*Name and title of second officer*]

**Gift Annuity Agreement Between**

**[*Names of Donors*] and**

**Full Name of Charity**

**SCHEDULE A**

**Description of Property**

*[Description and value of property]*

Serial Number\_\_\_\_\_\_\_\_

**FULL NAME OF CHARITY**

**GIFT ANNUITY AGREEMENT**

**One Life - Donor is Not the 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 [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 [*cash in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* [*and/or*] [*[brief description of property, e.g. negotiable securities, real property]* *described in Schedule A, attached hereto, the fair market value of which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*.

**2. Payment of Annuity**

In consideration of the property transferred by the Donor, Charity shall pay an annual annuity of $\_\_\_\_\_\_\_\_\_\_ from the date of this Agreement and shall pay such amount to [*name of annuitant*] of [*street address*], [*city*], [*state*] (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 $\_\_\_\_\_\_\_\_\_\_. The first installment shall be payable on [*month, day, year*], and shall be 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 $\_\_\_\_\_\_\_\_\_\_.

**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, except that it may be assigned to Charity. 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: FULL NAME OF CHARITY:

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of donor*] [*Name and title of officer*]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Name and title of second officer*]

**Gift Annuity Agreement Between**

**[Name of Donor] and**

**Full Name of Charity**

**SCHEDULE A**

**Description of Property**

*[Description and value of property]*

Serial Number\_\_\_\_\_\_\_\_

**FULL NAME OF CHARITY**

**GIFT ANNUITY AGREEMENT**

**One Life - Donor is Not the Annuitant**

**Payments are Deferred**

This Agreement is made between [*name of donor*], of [*street address*], [*city*], [*state*], [*zip code*] (hereinafter "the Donor"), and Full Name of Charity, of [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 [*cash in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* [*and/or*] [*[brief description of property, e.g. negotiable securities, real property]* *described in Schedule A, attached hereto, the fair market value of which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*.

**2. Payment of Annuity**

In consideration of the property transferred by the Donor, Charity shall pay to [*name of annuitant*] of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter “the Annuitant”) an annual annuity of $\_\_\_\_\_\_\_\_\_\_\_\_\_, commencing [*date of first payment*] and continuing for the rest of [*his/her*] life. If [*name of annuitant*] dies before [*date of first payment*], Charity is released from all obligations under this Agreement.

**3. Payment Dates**

The annuity shall be paid in [*monthly, quarterly, semi-annual, annual*] installments of $\_\_\_\_\_\_\_\_\_\_\_ at the end of the period. The first installment shall be payable on [*date of first payment*].

**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, except that it may be assigned to Charity. 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: FULL NAME OF CHARITY:

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of donor*] [*Name and title of officer*]

By:

\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name and title of second officer*]

**Gift Annuity Agreement Between**

**[*Name of Donor*] and**

**Full Name of Charity**

**SCHEDULE A**

**Description of Property**

*[Description and value of property]*

Serial Number\_\_\_\_\_\_\_\_

**FULL NAME OF CHARITY**

**GIFT ANNUITY AGREEMENT**

**One Life - Neither Donor is an Annuitant**

**Funded with Jointly-Owned Property**

**Immediate Payments**

This Agreement is made between [*[name of first donor]* and *[name of second donor]* of *[street address]*, *[city]*, *[state]* *[zip code]*] [*or*] [*[name of first donor]* of *[street address of first donor]*, *[city of first donor]*, *[state of first donor]* *[zip code of first donor]* and *[name of second donor]* of *[street address of second donor]*, *[city of second donor]*, *[state of second donor]* *[zip code of second donor]*] (hereinafter "the Donors"), and Full Name of Charity, of [address] (hereinafter "Charity").

**1. Transfer of Property by Donors**

Charity certifies that the Donors, as an evidence of their desire to support the work of Charity and to make a charitable gift, on [*contribution date - month, day,* year] contributed to Charity [*cash in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* [*and/or*] [*[brief description of property, e.g. negotiable securities, real property] described in Schedule A, attached hereto, the fair market value of which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*.

**2. Payment of Annuity**

In consideration of the property transferred by the Donors, Charity shall pay an annual annuity of $\_\_\_\_\_\_\_\_\_\_ from the date of this Agreement and shall pay such amount to [*name of annuitant*]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 $\_\_\_\_\_\_\_\_\_\_. The first installment shall be payable on [*month, day, year*], and shall be 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 $\_\_\_\_\_\_\_\_\_\_.

**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, except that it may be assigned to Charity. Charity’s obligation under this Agreement shall terminate with the regular payment preceding the Annuitant’s death[, unless the Donors have exercised the right to revoke payments to the Annuitant per Paragraph 7 below].

**[7. Power to Revoke Payments**

a. Notwithstanding any of the foregoing sections, [*name of first donor*] reserves the power to revoke the annuity payments for [*name of annuitant*] attributable to [*his/her - corresponding to first donor*] proportional interest in the joint property transferred under this Agreement. This power is exercisable by [*name of first donor*] at death in [*his/her*]will. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the proportional interest of [*name of first donor*] in the joint property shall terminate with the payment preceding the death of [*name of first donor*] and [*name of annuitant*] shall receive an annual annuity of $[*applicable portion of the amount stated in Paragraph 2, based on second donor’s interest in the joint property*] in equal [*monthly, quarterly, semi-annual, annual*] installments, unless [*name of second donor*] has also exercised [*his/her - corresponding to second donor*] power to revoke.

b. Notwithstanding any of the foregoing sections, [*name of second donor*] reserves the power to revoke the annuity payments for [*name of annuitant*] attributable to [*his/her - corresponding to second donor*] proportional interest in the joint property transferred under this Agreement. This power is exercisable by [*name of second donor*]at death in [*his/her*]will. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the proportional interest of [*name of second donor*] in the joint property shall terminate with the payment preceding the death of [*name of second donor*] and [*name of annuitant*] shall receive an annual annuity of $[*applicable portion of the amount stated in Paragraph 2, based on first donor’s interest in the joint property*] in equal [*monthly, quarterly, semi-annual, annual*] installments, unless [*name of first donor*] has also exercised [*his/her - corresponding to first donor*] power to revoke. **]**

**[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*].

DONORS: FULL NAME OF CHARITY:

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of first donor*] [*Name and title of officer*]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of second donor*] [*Name and title of second officer*]

**Gift Annuity Agreement Between**

**[Names of Donors] and**

**Full Name of Charity**

**SCHEDULE A**

**Description of Property**

*[Description and value of property]*

Serial Number\_\_\_\_\_\_\_\_

**FULL NAME OF CHARITY**

**GIFT ANNUITY AGREEMENT**

**One Life - Neither Donor is an Annuitant**

**Funded with Jointly-Owned Property**

**Payments are Deferred**

This Agreement is made between [*[name of first donor]* and *[name of second donor]* of *[street address]*, *[city]*, *[state]* *[zip code]*] [*or*] [*[name of first donor]* of *[street address of first donor]*, *[city of first donor]*, *[state of first donor]* *[zip code of first donor]* and *[name of second donor]* of *[street address of second donor]*, *[city of second donor]*, *[state of second donor]* *[zip code of second donor]*] (hereinafter "the Donors"), and Full Name of Charity, of [address] (hereinafter "Charity").

**1. Transfer of Property by Donors**

Charity certifies that the Donors, as an evidence of their desire to support the work of Charity and to make a charitable gift, on [*contribution date - month, day,* year] contributed to Charity [*cash in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* [*and/or*] [*[brief description of property, e.g. negotiable securities, real property]* *described in Schedule A, attached hereto, the fair market value of which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*.

**2. Payment of Annuity**

In consideration of the property transferred by the Donors, Charity shall pay to [*name of annuitant*] of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter “the Annuitant”) an annual annuity of $\_\_\_\_\_\_\_\_\_\_\_\_\_, commencing [*date of first payment*] and continuing for the rest of [*his/her*] life. If [*name of annuitant*] dies before [*date of first payment*], Charity is released from all obligations under this Agreement.

**3. Payment Dates**

The annuity shall be paid in [*monthly, quarterly, semi-annual, annual*] installments of $\_\_\_\_\_\_\_\_\_\_\_ at the end of the period. The first installment shall be payable on [*date of first payment*].

**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, except that it may be assigned to Charity. Charity’s obligation under this Agreement shall terminate with the regular payment preceding the Annuitant’s death[, unless the Donors have exercised the right to revoke payments to the Annuitant per Paragraph 7 below].

**[7. Power to Revoke Payments**

a. Notwithstanding any of the foregoing sections, [*name of first donor*] reserves the power to revoke the annuity payments for [*name of annuitant*] attributable to [*his/her - corresponding to first donor*] proportional interest in the joint property transferred under this Agreement. This power is exercisable by [*name of first donor*] at death in [*his/her*]will. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the proportional interest of [*name of first donor*] in the joint property shall terminate with the payment preceding the death of [*name of first donor*] and [*name of annuitant*] shall receive an annual annuity of $[*applicable portion of the amount stated in Paragraph 2, based on second donor’s interest in the joint property*] in equal [*monthly, quarterly, semi-annual, annual*] installments, unless [*name of second donor*] has also exercised [*his/her - corresponding to second donor*] power to revoke.

b. Notwithstanding any of the foregoing sections, [*name of second donor*] reserves the power to revoke the annuity payments for [*name of annuitant*] attributable to [*his/her - corresponding to second donor*] proportional interest in the joint property transferred under this Agreement. This power is exercisable by [*name of second donor*]at death in [*his/her*]will. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the proportional interest of [*name of second donor*] in the joint property shall terminate with the payment preceding death of [*name of second donor*] and [*name of annuitant*] shall receive an annual annuity of $[*applicable portion of the amount stated in Paragraph 2, based on first donor’s interest in the joint property*] in equal [*monthly, quarterly, semi-annual, annual*] installments, unless [*name of first donor*] has also exercised [*his/her - corresponding to first donor*] power to revoke. **]**

**[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*].

DONORS: FULL NAME OF CHARITY:

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of first donor*] [*Name and title of officer*]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of second donor*] [*Name and title of second officer*]

**Gift Annuity Agreement Between**

**[*Names of Donors*] and**

**Full Name of Charity**

**SCHEDULE A**

**Description of Property**

*[Description and value of property]*

Serial Number\_\_\_\_\_\_\_\_

**FULL NAME OF CHARITY**

**GIFT ANNUITY AGREEMENT**

**Two Lives, Joint and Survivor,**

**Funded with Jointly-Owned Property**

**Donors are the Annuitants**

**Immediate Payments**

This Agreement is made between [*[name of first donor]* and *[name of second donor]* of *[street address]*, *[city]*, *[state]* *[zip code]*] [*or*] [*[name of first donor]* of *[street address of first donor]*, *[city of first donor]*, *[state of first donor]* *[zip code of first donor]* and *[name of second donor]* of *[street address of second donor]*, *[city of second donor]*, *[state of second donor]* *[zip code of second donor]*] (hereinafter "the Donors"), and Full Name of Charity, of [address] (hereinafter "Charity").

**1. Transfer of Property by Donors**

Charity certifies that the Donors, as an evidence of their desire to support the work of Charity and to make a charitable gift, on [*contribution date - month, day,* year] contributed to Charity [*cash in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* [*and/or*] [*[brief description of property, e.g. negotiable securities, real property] described in Schedule A, attached hereto, the fair market value of which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*.

**2. Payment of Annuity**

In consideration of the property transferred by the Donors, Charity shall pay to the Donors during their joint lives, and then to the survivor during [*his/her/his or her*]life, an annual annuity of $\_\_\_\_\_\_\_\_\_\_\_ from the date of this Agreement.

**3. Payment Dates; First Installment**

The annuity shall be paid in [*monthly, quarterly, semi-annual, annual*] installments of $\_\_\_\_\_\_\_\_\_\_. The first installment shall be payable on [*month, day and year*], and shall be prorated on the basis of the number of days remaining in that [*month, quarter, half-year, year*]. Subsequent installments beginning on [*month, day, year*] and continuing every [*month, quarter, half-year, year*] thereafter shall be in the full amount of $\_\_\_\_\_\_\_\_\_\_\_.

**4. Birth Dates of Donors**

The birth date of [*name of first donor*] is [*month, day, year*]. The birth date of [*name of second donor*] is [*month, day, year*].

**5. Payment Correction**

If the stated birth date of either of the Donors 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(s), and any such overpayment shall be charged against the current and/or next succeeding payment(s) to the Donor(s).

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

[Except as provided in Paragraph 7,] [t]his annuity is irrevocable. This annuity is also non-assignable, except that it may be assigned to Charity. Charity’s obligation under this Agreement shall terminate with the regular payment preceding the death of the survivor of the Donors. With respect to the first of the Donors to die, the obligation to pay such Donor any share of the annuity shall terminate with the regular payment preceding the death of such Donor, and all following payments shall be payable to the survivor of the Donors, during such surviving Donor’s lifetime.

**[7. Power to Revoke Payments**

a. Notwithstanding any of the foregoing sections, [*name of first donor*] reserves the power to revoke the survivorship annuity payments for [*name of second donor*] attributable to [*his/her – corresponding to first donor*] proportional interest in the joint property transferred under this Agreement. This power is exercisable by [*name of first donor*] at death in [*his/her*]will. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the proportional interest of [*name of first donor*] in the joint property shall terminate with the payment preceding [*his/her – first donor*] death and [*name of second donor*] shall receive an annual annuity of $[*applicable portion of the amount stated in Paragraph 2, based on second donor’s interest in the joint property*] in equal [*monthly, quarterly, semi-annual, annual*] installments.

b. Notwithstanding any of the foregoing sections, [*name of second donor*] reserves the power to revoke the survivorship annuity payments for [*name of first donor*] attributable to [*his/her – corresponding to second donor*] proportional interest in the joint property transferred under this Agreement. This power is exercisable by [*name of second donor*]at death in [*his/her*]will. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the proportional interest of [*name of second donor*] in the joint property shall terminate with the payment preceding [*his/her – second donor*] death and [*name of first donor*] shall receive an annual annuity of $[*applicable portion of the amount stated in Paragraph 2, based on first donor’s interest in the joint property*] in equal [*monthly, quarterly, semi-annual, annual*] installments. **]**

**[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*].

DONORS: FULL NAME OF CHARITY:

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of first donor*] [*Name and title of officer*]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of second donor*] [*Name and title of second officer*]

**Gift Annuity Agreement Between**

**[*Names of Donors*] and**

**Full Name of Charity**

**SCHEDULE A**

**Description of Property**

*[Description and value of property]*

Serial Number\_\_\_\_\_\_\_\_

**FULL NAME OF CHARITY**

**GIFT ANNUITY AGREEMENT**

**Two Lives, Joint and Survivor,**

**Funded with Jointly-Owned Property**

**Donors are the Annuitants**

**Payments are Deferred**

This Agreement is made between [*[name of first donor]* and *[name of second donor]* of *[street address]*, *[city]*, *[state]* *[zip code]*] [*or*] [*[name of first donor]* of *[street address of first donor]*, *[city of first donor]*, *[state of first donor]* *[zip code of first donor]* and *[name of second donor]* of *[street address of second donor]*, *[city of second donor]*, *[state of second donor]* *[zip code of second donor]*] (hereinafter "the Donors"), and Full Name of Charity, of [address] (hereinafter "Charity").

**1. Transfer of Property by Donors**

Charity certifies that the Donors, as an evidence of their desire to support the work of Charity and to make a charitable gift, on [*contribution date - month, day,* year] contributed to Charity [*cash in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* [*and/or*] [*[brief description of property, e.g. negotiable securities, real property]* *described in Schedule A, attached hereto, the fair market value of which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*.

**2. Payment of Annuity**

In consideration of the property transferred by the Donors, Charity shall pay to the Donors an annual annuity of $\_\_\_\_\_\_\_\_\_\_\_, commencing [*date of first payment*], during their joint lives and then to the survivor during [*his/her/his or her*] life. If either Donor dies before [*date of first payment*], the annuity shall be paid to the surviving Donor, commencing [*date of first payment*] and continuing for the balance of [*his/her/his or her*] life. If both Donors die before [*date of first payment*], Charity is released from all obligations under this Agreement.

**3. Payment Dates; First Installment**

The annuity shall be paid in [*monthly, quarterly, semi-annual, annual*] installments of $\_\_\_\_\_\_\_\_\_\_\_ at the end of the period. The first installment shall be payable on [*date of first payment*].

**4. Birth Dates of Donors**

The birth date of [*name of first donor*] is [*month, day, year*]. The birth date of [*name of second donor*] is [*month, day, year*].

**5. Payment Correction**

If the stated birth date of either of the Donors 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(s), and any such overpayment shall be charged against the current and/or next succeeding payment(s) to the Donor(s).

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

[Except as provided in Paragraph 7,] [t]his annuity is irrevocable. This annuity is also non-assignable, except that it may be assigned to Charity. Charity’s obligation under this Agreement shall terminate with the regular payment preceding the death of the survivor of the Donors. With respect to the first of the Donors to die, the obligation to pay such Donor any share of the annuity shall terminate with the regular payment preceding the death of such Donor, and all following payments shall be payable to the survivor of the Donors, during such surviving Donor’s lifetime.

**[7. Power to Revoke Payments**

a. Notwithstanding any of the foregoing sections, [*name of first donor*] reserves the power to revoke the survivorship annuity payments for [*name of second donor*] attributable to [*his/her – corresponding to first donor*] proportional interest in the joint property transferred under this Agreement. This power is exercisable by [*name of first donor*]at death in [*his/her*]will. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the proportional interest of [*name of first donor*] in the joint property shall terminate with the payment preceding [*his/her – first donor*] death and [*name of second donor*] shall receive an annual annuity of $[*applicable portion of the amount stated in Paragraph 2, based on second donor’s interest in the joint property*] in equal [*monthly, quarterly, semi-annual, annual*] installments.

b. Notwithstanding any of the foregoing sections, [*name of second donor*] reserves the power to revoke the survivorship annuity payments for [*name of first donor*] attributable to [*his/her – corresponding to second donor*] proportional interest in the joint property transferred under this Agreement. This power is exercisable by [*name of second donor*]at death in [*his/her*]will. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the proportional interest of [*name of second donor*] in the joint property shall terminate with the payment preceding with [*his/her – second donor*] death and [*name of first donor*] shall receive an annual annuity of $[*applicable portion of the amount stated in Paragraph 2, based on first donor’s interest in the joint property*] in equal [*monthly, quarterly, semi-annual, annual*] installments. **]**

**[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*].

DONORS: FULL NAME OF CHARITY:

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of first donor*] [*Name and title of officer*]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of second donor*] [*Name and title of second officer*]

**Gift Annuity Agreement Between**

**[*Names of Donors*] and**

**Full Name of Charity**

**SCHEDULE A**

**Description of Property**

*[Description and value of property]*

Serial Number\_\_\_\_\_\_\_\_

**FULL NAME OF CHARITY**

**GIFT ANNUITY AGREEMENT**

**Two Lives, Joint and Survivor**

**Funded with Donor’s Separate Property**

**Donor is an Annuitant**

**Immediate Payments**

This Agreement is made between [*name of donor*], of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter "the Donor"), andFull Name of Charity, of [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 [*cash in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* [*and/or*] [*[brief description of property, e.g. negotiable securities, real property]* *described in Schedule A, attached hereto, the fair market value of which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*.

**2. Payment of Annuity**

In consideration of the property transferred by the Donor, Charity shall pay to Donor and to [*name of second annuitant*], 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 $\_\_\_\_\_\_\_\_\_\_\_ from the date of this Agreement.

**3. Payment Dates; First Installment**

The annuity shall be paid in [*monthly, quarterly, semi-annual, annual*] installments of $\_\_\_\_\_\_\_\_\_\_. The first installment shall be payable on [*month, day and year*], and shall be 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 $\_\_\_\_\_\_\_\_\_\_\_.

**4. Birth Dates of Annuitants**

The birth date of [*name of donor*] is [*month, day, year*]. The birth date of [*name of second annuitant*] is [*month, day, year*].

**5. Payment Correction**

If the stated birth date of either the Donor or [*name of second 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 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, except that it may be assigned to Charity. 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*], [unless the Donor has exercised the right to revoke payments to [*name of second annuitant*] per Paragraph 7 below]. With respect to the first of the Donor or [name of second annuitant] 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], 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*] 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: FULL NAME OF CHARITY:

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of donor*] [*Name and title of officer*]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name and title of second officer*]

**Gift Annuity Agreement Between**

**[*Name of Donor*] and**

**Full Name of Charity**

**SCHEDULE A**

**Description of Property**

*[Description and value of property]*

Serial Number\_\_\_\_\_\_\_\_

**FULL NAME OF CHARITY**

**GIFT ANNUITY AGREEMENT**

**Two Lives, Joint and Survivor**

**Funded with Donor’s Separate Property**

**Donor is an Annuitant**

**Payments are Deferred**

This Agreement is made between [*name of donor*], of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter "the Donor"), and Full Name of Charity, of [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 [*cash in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* [*and/or*] [*[brief description of property, e.g. negotiable securities, real property]* *described in Schedule A, attached hereto, the fair market value of which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*.

**2. Payment of Annuity**

In consideration of the property transferred by the Donor, Charity shall pay to the Donor and [*name of second annuitant*], of [*street address*], [*city*], [*state*] [*zip code*] an annual annuity of $\_\_\_\_\_\_\_\_\_\_\_, commencing [*date of first payment*], during their joint lives and then to the survivor during [*his/her/his or her*] life. If either the Donor or [*name of second annuitant*] dies before [*date of first payment*], the annuity shall be paid to the survivor, commencing [*date of first payment*] and continuing for the balance of [*his/her/his or her*] life. If both the Donor and [*name of second annuitant*] die before [*date of first payment*], Charity is released from all obligations under this Agreement.

**3. Payment Dates; First Installment**

The annuity shall be paid in [*monthly, quarterly, semi-annual, annual*] installments of $\_\_\_\_\_\_\_\_\_\_\_ at the end of the period. The first installment shall be payable on [*date of first payment*].

**4. Birth Dates of Annuitants**

The birth date of [*name of Donor*] is [*month, day, year*]. The birth date of [*name of second annuitant*] is [*month, day, year*].

**5. Payment Correction**

If the stated birth date of either the Donor or [*name of second 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 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, except that it may be assigned to Charity. 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*], [unless the Donor has exercised the right to revoke payments to [*name of second annuitant*] per Paragraph 7 below]. With respect to the first of the Donor or [name of second annuitant] 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], 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*] 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: FULL NAME OF CHARITY:

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of donor*] [*Name and title of officer*]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name and title of second officer*]

**Gift Annuity Agreement Between**

**[*Name of Donor*] and**

**Full Name of Charity**

**SCHEDULE A**

**Description of Property**

*[Description and value of property]*

Serial Number\_\_\_\_\_\_\_\_\_

**FULL NAME OF CHARITY**

**GIFT ANNUITY AGREEMENT**

**Two Lives, Successive Interests**

**Donor is the First 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 [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 [*cash in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* [*and/or*] [*[brief description of property, e.g. negotiable securities, real property]* *described in Schedule A, attached hereto, the fair market value of which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*.

**2. Payment of Annuity**

In consideration of the property transferred by the Donor, Charity shall pay an annual annuity of $\_\_\_\_\_\_\_\_\_\_\_\_ 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*], 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 $\_\_\_\_\_\_\_\_\_\_. The first installment shall be payable on [*month, day and year*], and shall be 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 $\_\_\_\_\_\_\_\_\_\_\_.

**4. Birth Dates of Annuitants**

The birth date of the Donor is [*month, day, year*]. The birth date of [*name of successor annuitant*] is [*month, day, year*].

**5. Payment Correction**

If the stated birth date of either the Donor or [*name of successor 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 Donor or [*name of successor annuitant*], and any such overpayment shall be charged against the current and/or next succeeding payment(s) to the Donor or [*name of successor annuitant*].

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

[Except as provided in Paragraph 7,] [t]his annuity is irrevocable. This annuity is also non-assignable, except that it may be assigned to Charity. 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*], [unless the Donor has exercised the right to revoke survivorship payments to [*name of successor annuitant*] 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*] survives the Donor, and the Donor has not revoked [*his/her*] survivorship payments, all following payments shall be payable to [*name of successor annuitant*].

**[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*] to receive 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: FULL NAME OF CHARITY:

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of donor*] [*Name and title of officer*]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name and title of second officer*]

**Gift Annuity Agreement Between**

**[*Name of Donor*] and**

**Full Name of Charity**

**SCHEDULE A**

**Description of Property**

*[Description and value of property]*

Serial Number\_\_\_\_\_\_\_\_\_

**FULL NAME OF CHARITY**

**GIFT ANNUITY AGREEMENT**

**Two Lives, Successive Interests**

**Donor is the First Annuitant**

**Payments are Deferred**

This Agreement is made between [*name of donor*], of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter "the Donor"), and Full Name of Charity, of [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 [*cash in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* [*and/or*] [*[brief description of property, e.g. negotiable securities, real property]* *described in Schedule A, attached hereto, the fair market value of which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_]*.

**2. Payment of Annuity**

In consideration of the property transferred by the Donor, Charity shall pay to the Donor an annual annuity of $\_\_\_\_\_\_\_\_\_, commencing [*date of first payment*] and continuing for the duration of [*his/her*] life, and thereafter to [*name of successor annuitant*], of [*street address*], [*city*], [*state*] [*zip code*], continuing for the balance of [*his/her*] life. If the Donor dies before [*date of first payment*], the annuity shall be paid to [*name of successor annuitant*], commencing [*date of first payment*] and continuing for the balance of [*his/her*] life. If both the Donor and [*name of successor annuitant*] die before [*date of first payment*], Charity is released from all obligations under this Agreement.

**3. Payment Dates; First Installment**

The annuity shall be paid in [*monthly, quarterly, semi-annual, annual*] installments of $\_\_\_\_\_\_\_\_\_\_ at the end of the period. The first installment shall be payable on [*date of first payment*].

**4. Birth Dates of Annuitants**

The birth date of the Donor is [*month, day, year*]. The birth date of [*name of successor annuitant*] is [*month, day, year*].

**5. Payment Correction**

If the stated birth date of either the Donor or [*name of successor 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 Donor or [*name of successor annuitant*], and any such overpayment shall be charged against the current and/or next succeeding payment(s) to the Donor or [*name of successor annuitant*].

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

[Except as provided in Paragraph 7,] [t]his annuity is irrevocable. This annuity is also non-assignable, except that it may be assigned to Charity. 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*], [unless the Donor has exercised the right to revoke survivorship payments to [*name of successor annuitant*] 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] survives the Donor, [and the Donor has not revoked [his/her] survivorship payments,] all following payments shall be payable to [name of successor annuitant].

**[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*] to receive 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: FULL NAME OF CHARITY:

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Name of donor*] [*Name and title of officer*]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Name and title of second officer*]

**Gift Annuity Agreement Between**

**[*Name of Donor*] and**

**Full Name of Charity**

**SCHEDULE A**

**Description of Property**

*[Description and value of property]*