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

**ABC Charity**

**GIFT ANNUITY AGREEMENT**

**One Life - Donor is the Annuitant**

**Payments are Deferred - Flexible Commencement Date**

This Agreement is made between [*name of donor*] of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter “the Donor”), and ABC Charity, of 1234 Main Street, Seattle, Washington 98000 (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 $[*amount*]] [or] [[brief description of property, e.g. negotiable securities, real property] 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 an annual annuity continuing for the rest of [*his/her*] life, the amount of which shall be based on the year in which payments commence, as determined under the table contained in Schedule [B] attached hereto. The annuity shall be paid in [*monthly, quarterly, semi-annual, annual*] installments at the [*end/beginning*] of each period. If the Donor dies before the commencement date of payments hereunder, Charity is released from all obligations under this Agreement.

**3. Election of Commencement Date**

To elect irrevocably the commencement date of payments hereunder, which shall be the [day] day of [month] and which shall not be earlier than [first possible commencement date, at least one year after contribution] nor later than [last possible commencement date, not more than 20 years after first possible commencement date], the Donor during [*his/her*] life shall deliver written notice to Charity no later than ninety (90) days prior to the desired commencement date. If no election is made, annuity payments will commence on [*last possible commencement date, not more than 20 years after first possible commencement date*].

**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, 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[s] A [and B] 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: ABC 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**

**ABC Charity**

**SCHEDULE A**

**Description of Property**

[Description and value of donated property]

**Gift Annuity Agreement Between**

**[name of donor] and**

**ABC Charity**

**SCHEDULE [B]**

**Annual Annuity Based on Year in Which Payments Commence**

**If payments commence This will be the**

**on this date: annual annuity amount:**

[month/day/year1] [$annuity amount]

[month/day/year2] [$annuity amount]

[month/day/year3] [$annuity amount]

[month/day/year4] [$annuity amount]

[month/day/year5] [$annuity amount]

[month/day/year6] [$annuity amount]

[month/day/year7] [$annuity amount]

[month/day/year8] [$annuity amount]

[month/day/year9] [$annuity amount]

[month/day/year10] [$annuity amount]

[month/day/year11] [$annuity amount]

[month/day/year12] [$annuity amount]

[month/day/year13] [$annuity amount]

[month/day/year14] [$annuity amount]

[month/day/year15] [$annuity amount]

[month/day/year16] [$annuity amount]

[month/day/year17] [$annuity amount]

[month/day/year18] [$annuity amount]

[month/day/year19] [$annuity amount]

[month/day/year20] [$annuity amount]

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

**ABC Charity**

**GIFT ANNUITY AGREEMENT**

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

**Payments are Deferred - Flexible Commencement Date**

This Agreement is made between [name of donor] of [street address], [city], [state] [zip code] (hereinafter "the Donor"), and ABC Charity, of 1234 Main Street, Seattle, Washington 98000 (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 $[amount]] [or] [[brief description of property, e.g. negotiable securities, real property] 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 [name of annuitant] of [street address], [city], [state] [zip code] (hereinafter "the Annuitant"), an annual annuity continuing for the rest of [his/her] life, the amount of which shall be based on the year in which payments commence, as determined under the table contained in Schedule [B] attached hereto. The annuity shall be paid in [monthly, quarterly, semi-annual, annual] installments at the [end/beginning] of each period. If the Annuitant dies before the commencement date of payments hereunder, Charity is released from all obligations under this Agreement.

**3. Election of Commencement Date**

To elect irrevocably the commencement date of payments hereunder, which shall be the [day] day of [month] and which shall not be earlier than [first possible commencement date, at least one year after contribution] nor later than [last possible commencement date, not more than 20 years after first possible commencement date], the Annuitant during [his/her] life shall deliver written notice to Charity no later than ninety (90) days prior to the desired commencement date. If no election is made, annuity payments will commence on [last possible commencement date, not more than 20 years after first possible commencement date].

**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[s] A [and B] 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: ABC 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**

**ABC Charity**

**SCHEDULE A**

**Description of Property**

[Description and value of donated property]

**Gift Annuity Agreement Between**

**[name of donor] and**

**ABC Charity**

**SCHEDULE [B]**

**Annual Annuity Based on Year in Which Payments Commence**

**If payments commence This will be the**

**on this date: annual annuity amount:**

[month/day/year1] [$annuity amount]

[month/day/year2] [$annuity amount]

[month/day/year3] [$annuity amount]

[month/day/year4] [$annuity amount]

[month/day/year5] [$annuity amount]

[month/day/year6] [$annuity amount]

[month/day/year7] [$annuity amount]

[month/day/year8] [$annuity amount]

[month/day/year9] [$annuity amount]

[month/day/year10] [$annuity amount]

[month/day/year11] [$annuity amount]

[month/day/year12] [$annuity amount]

[month/day/year13] [$annuity amount]

[month/day/year14] [$annuity amount]

[month/day/year15] [$annuity amount]

[month/day/year16] [$annuity amount]

[month/day/year17] [$annuity amount]

[month/day/year18] [$annuity amount]

[month/day/year19] [$annuity amount]

[month/day/year20] [$annuity amount]

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

**ABC Charity**

**GIFT ANNUITY AGREEMENT**

**Two Lives - Joint and Survivor**

**Funded with Jointly-Owned Property**

**Donors are the Annuitants**

**Payments are Deferred - Flexible Commencement Date**

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 ABC Charity, of 1234 Main Street, Seattle, Washington 98000 (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 $[amount]] [or] [[brief description of property, e.g. negotiable securities, real property] 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 Donors, Charity shall pay to the Donors an annual annuity during their joint lives and then to the survivor during [his/her/his or her] life, the amount of which shall be based on the year in which payments commence, as determined under the table contained in Schedule [B] attached hereto. The annuity shall be paid in [monthly, quarterly, semi-annual, annual] installments at the end of each period. If either Donor dies before the commencement date of payments hereunder, the annuity shall be paid to the surviving Donor, beginning on the commencement date of payments hereunder and continuing for the balance of [his/her/his or her] life. If both Donors die before the commencement date of payments hereunder, Charity is released from all obligations under this Agreement.

**3. Election of Commencement Date**

To elect irrevocably the commencement date of payments hereunder, which shall be the [day] day of [month] and which shall not be earlier than [first possible commencement date, at least one year after contribution] nor later than [last possible commencement date, not more than 20 years after first possible commencement date], both Donors during their joint lives or the survivor of the Donors during [his/her/his or her] life shall deliver written notice to Charity no later than ninety (90) days prior to the desired commencement date. If no election is made, annuity payments will commence on [last possible commencement date, not more than 20 years after first possible commencement date].

**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 based on second donor's interest in the joint property, e.g. one-half, one-third] of the amount determined in accordance with Paragraph 2, depending on the elected commencement date, 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 based on first donor's interest in the joint property, e.g. one-half, one-third] of the amount determined in accordance with Paragraph 2, depending on the elected commencement date, 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[s] A [and B] 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: ABC 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**

**[name of first donor] and [name of second donor] and**

**ABC Charity**

**SCHEDULE A**

**Description of Property**

[Description and value of donated property]

**Gift Annuity Agreement Between**

**[name of first donor] and [name of second donor] and**

**ABC Charity**

**SCHEDULE [B]**

**Annual Annuity Based on Year in Which Payments Commence**

**If payments commence This will be the**

**on this date: annual annuity amount:**

[month/day/year1] [$annuity amount]

[month/day/year2] [$annuity amount]

[month/day/year3] [$annuity amount]

[month/day/year4] [$annuity amount]

[month/day/year5] [$annuity amount]

[month/day/year6] [$annuity amount]

[month/day/year7] [$annuity amount]

[month/day/year8] [$annuity amount]

[month/day/year9] [$annuity amount]

[month/day/year10] [$annuity amount]

[month/day/year11] [$annuity amount]

[month/day/year12] [$annuity amount]

[month/day/year13] [$annuity amount]

[month/day/year14] [$annuity amount]

[month/day/year15] [$annuity amount]

[month/day/year16] [$annuity amount]

[month/day/year17] [$annuity amount]

[month/day/year18] [$annuity amount]

[month/day/year19] [$annuity amount]

[month/day/year20] [$annuity amount]

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

**ABC Charity**

**GIFT ANNUITY AGREEMENT**

**Two Lives - Successive Interests**

**Donor is the First Annuitant**

**Payments are Deferred - Flexible Commencement Date**

This Agreement is made between [name of donor] of [street address], [city], [state] [zip code] (hereinafter "the Donor"), and ABC Charity, of 1234 Main Street, Seattle, Washington 98000 (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 $[amount]] [or] [[brief description of property, e.g. negotiable securities, real property] 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 an annual annuity 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, the amount of which shall be based on the year in which payments commence, as determined under the table contained in Schedule [B] attached hereto. The annuity shall be paid in [monthly, quarterly, semi-annual, annual] installments at the end of each period. If the Donor dies before the commencement date of payments hereunder, the annuity shall be paid to [name of successor annuitant], beginning on the commencement date of payments hereunder and continuing for the balance of [his/her] life. If both the Donor and [name of successor annuitant] die before the commencement date of payments hereunder, Charity is released from all obligations under this Agreement.

**3. Election of Commencement Date**

To elect irrevocably the commencement date of payments hereunder, which shall be the [day] day of [month] and which shall not be earlier than [first possible commencement date, at least one year after contribution] nor later than [last possible commencement date, not more than 20 years after first possible commencement date], Donor during [his/her] life or, if Donor dies before an election has been made, [name of successor annuitant] during [his/her] life, shall deliver written notice to Charity no later than ninety (90) days prior to the desired commencement date. If no election is made, annuity payments will commence on [last possible commencement date, not more than 20 years after first possible commencement date].

**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 second 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 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[s] A [and B] 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: ABC 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**

**ABC Charity**

**SCHEDULE A**

**Description of Property**

[Description and value of donated property]

**Gift Annuity Agreement Between**

**[name of donor] and**

**ABC Charity**

**SCHEDULE [B]**

**Annual Annuity Based on Year in Which Payments Commence**

**If payments commence This will be the**

**on this date: annual annuity amount:**

[month/day/year1] [$annuity amount]

[month/day/year2] [$annuity amount]

[month/day/year3] [$annuity amount]

[month/day/year4] [$annuity amount]

[month/day/year5] [$annuity amount]

[month/day/year6] [$annuity amount]

[month/day/year7] [$annuity amount]

[month/day/year8] [$annuity amount]

[month/day/year9] [$annuity amount]

[month/day/year10] [$annuity amount]

[month/day/year11] [$annuity amount]

[month/day/year12] [$annuity amount]

[month/day/year13] [$annuity amount]

[month/day/year14] [$annuity amount]

[month/day/year15] [$annuity amount]

[month/day/year16] [$annuity amount]

[month/day/year17] [$annuity amount]

[month/day/year18] [$annuity amount]

[month/day/year19] [$annuity amount]

[month/day/year20] [$annuity amount]

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

**ABC Charity**

**GIFT ANNUITY AGREEMENT**

**Two Lives - Successive Interests**

**Donor is Not an Annuitant**

**Payments are Deferred - Flexible Commencement Date**

This Agreement is made between [name of donor] of [street address], [city], [state] [zip code] (hereinafter "the Donor"), and ABC Charity, of 1234 Main Street, Seattle, Washington 98000 (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 $[amount]] [or] [[brief description of property, e.g. negotiable securities, real property] 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 [name of first annuitant] of [street address], [city], [state] [zip code], an annual annuity 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, the amount of which shall be based on the year in which payments commence, as determined under the table contained in Schedule [B] attached hereto. The annuity shall be paid in [monthly, quarterly, semi-annual, annual] installments at the end of each period. If [name of first annuitant] dies before the commencement date of payments hereunder, the annuity shall be paid to [name of successor annuitant], beginning on the commencement date of payments hereunder and continuing for the balance of [his/her] life. If both [name of first annuitant] and [name of successor annuitant] die before the commencement date of payments hereunder, Charity is released from all obligations under this Agreement.

**3. Election of Commencement Date**

To elect irrevocably the commencement date of payments hereunder, which shall be the [day] day of [month] and which shall not be earlier than [first possible commencement date, at least one year after contribution] nor later than [last possible commencement date, not more than 20 years after first possible commencement date], [name of first annuitant] during [his/her] life or, if [name of first annuitant] dies before an election has been made, [name of successor annuitant] during [his/her] life, shall deliver written notice to Charity no later than ninety (90) days prior to the desired commencement date. If no election is made, annuity payments will commence on [last possible commencement date, not more than 20 years after first possible commencement date].

**4. Birth Dates of Annuitants**

The birth date of [name of first annuitant] 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 [name of first annuitant] 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 then annuitant, and any such overpayment shall be charged against the current and/or next succeeding payment(s) to the then 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 [name of first annuitant] and [name of successor annuitant][, unless the Donor has exercised the right to revoke payments per Paragraph 7 below]. The obligation to pay [name of first annuitant] any share of the annuity shall terminate with the regular payment preceding [his/her] death[, unless the Donor has exercised the right to revoke payments]. If [name of successor annuitant] survives [name of first annuitant], [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 either or both [name of first annuitant] and [name of successor 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, and the Donor revokes the right of both annuitants, Charity's obligation to make annuity payments shall terminate with the payment preceding the death of the Donor. If the power is exercised, and the Donor revokes the right of [name of first annuitant], Charity's obligation to make annuity payments shall terminate with the payment preceding the death of the Donor or [name of second annuitant], whichever is later. If the power is exercised, and the Donor revokes the right of [name of second annuitant], Charity's obligation to make annuity payments shall terminate with the payment preceding the death of the Donor or [name of first annuitant], whichever is later.]

**[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[s] A [and B] 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: ABC 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**

**ABC Charity**

**SCHEDULE A**

**Description of Property**

[Description and value of donated property]

**Gift Annuity Agreement Between**

**[name of donor] and**

**ABC Charity**

**SCHEDULE [B]**

**Annual Annuity Based on Year in Which Payments Commence**

**If payments commence This will be the**

**on this date: annual annuity amount:**

[month/day/year1] [$annuity amount]

[month/day/year2] [$annuity amount]

[month/day/year3] [$annuity amount]

[month/day/year4] [$annuity amount]

[month/day/year5] [$annuity amount]

[month/day/year6] [$annuity amount]

[month/day/year7] [$annuity amount]

[month/day/year8] [$annuity amount]

[month/day/year9] [$annuity amount]

[month/day/year10] [$annuity amount]

[month/day/year11] [$annuity amount]

[month/day/year12] [$annuity amount]

[month/day/year13] [$annuity amount]

[month/day/year14] [$annuity amount]

[month/day/year15] [$annuity amount]

[month/day/year16] [$annuity amount]

[month/day/year17] [$annuity amount]

[month/day/year18] [$annuity amount]

[month/day/year19] [$annuity amount]

[month/day/year20] [$annuity amount]