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

ABC CHARITY

**GIFT** **ANNUITY** **AGREEMENT**

**One** **Life** **-** **Donor** **is** **the** **Annuitant**

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

This Agreement is made between [*name of donor*] of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter "the Donor"), and 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 the 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 an annual annuity of $[*amount*] from the date of this Agreement and shall pay such amount to the Donor so long as [*he/she*] is living.

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

The annuity shall be paid in [*monthly, quarterly, semi-annual, annual*] installments of $[*amount*]. The first installment shall be payable on [*month,day,year*], 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 $[*amount*]. [*If the contribution is received on the first day of the period or if the first payment will be for the full amount in any case, delete the reference to proration and subsequent installments.*]

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

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

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

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

6. **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" if unrestricted; if restricted, state purpose*].

7. **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 [*state*].

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

DONOR:

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

ABC CHARITY:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Name and title of officer*]

ATTEST

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Gift** **Annuity** **Agreement** **Between**

**[*name******of******donor*]** **and**

**ABC** **Charity**

**SCHEDULE** **A**

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

[*Description of donated property*]

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

ABC CHARITY

**GIFT** **ANNUITY** **AGREEMENT**

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

This Agreement is made between [*name of donor*] of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter "the Donor"), and 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 the 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 an annual annuity of $[*amount*] 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 $[*amount*]. 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 $[*amount*]. [*If the contribution is received on the first day of the period or if the first payment will be for the full amount in any case, delete the reference to proration and subsequent installments.*]

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

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

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

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

[*Alternate Paragraph 5 if power to revoke paragraph is included*:]

Except as provided in Paragraph 6, this annuity is irrevocable. This annuity is also non-assignable. Charity's obligation under this Agreement shall terminate with the regular payment preceding the Annuitant's death, unless the Donor has exercised the right to revoke payments to the Annuitant per Paragraph 6 below.

6. **Power** **to** **Revoke** **Payments**

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 either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from the Donor's executor, trustee or personal representative, that the Donor, in [*his/her*] will or trust, has exercised this power to revoke. If the power is exercised, Charity's obligation to make annuity payments shall terminate with the payment preceding the exercise of this power.

[*Option -- You may elect to exclude this revocation paragraph. If excluded, renumber successive paragraphs.]*

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" if unrestricted; if restricted, state purpose*].

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 [*state*].

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

DONOR:

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

ABC CHARITY:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Name and title of officer*]

ATTEST

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Gift** **Annuity** **Agreement** **Between**

**[*name******of******donor*]** **and**

**ABC** **Charity**

**SCHEDULE** **A**

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

[*Description of donated property*]

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

ABC CHARITY

**GIFT** **ANNUITY** **AGREEMENT**

**Two** **Lives** **-** **Joint** **and** **Survivor**

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

This Agreement is made between [*name of donor*] of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter "the Donor"), and 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 the 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 and [*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 $[*amount*] from the date of this Agreement.

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

The annuity shall be paid in [*monthly, quarterly, semi-annual, annual*] installments of $[*amount*]. The first installment shall be payable on [*month,day,year*], 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 $[*amount*]. [*If the contribution is received on the first day of the period or if the first payment will be for the full amount in any case, delete the reference to proration and subsequent installments.*]

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

This annuity is irrevocable and non-assignable. Charity's obligation under this Agreement shall terminate with the regular payment preceding the death of the survivor of the Donor and [*name of second annuitant*]. 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.

[*Alternate Paragraph 5, if power to revoke paragraph is included:]*

Except as provided in Paragraph 6, this annuity is irrevocable. This annuity is also non-assignable. Charity's obligation under this Agreement shall terminate with the regular payment preceding the death of the survivor of the Donor and [*name of second annuitant*], unless the Donor has exercised the right to revoke payments to [*name of second annuitant*] per Paragraph 6 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.

6. **Power** **to** **Revoke** **Payments**

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 either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from the Donor's executor, trustee or personal representative, that the Donor, in [*his/her*] will or trust, has exercised this power to revoke. If the power is exercised, Charity's obligation to make annuity payments shall terminate with the payment preceding the death of the Donor.

[*Option -- You may elect to exclude this revocation paragraph. If excluded, renumber successive paragraphs.]*

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" if unrestricted; if restricted, state purpose*].

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 [*state*].

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

DONOR:

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

ABC CHARITY:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Name and title of officer*]

ATTEST

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Gift** **Annuity** **Agreement** **Between**

**[*name******of******donor*]** **and**

**ABC** **Charity**

**SCHEDULE** **A**

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

[*Description of donated property*]

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

ABC CHARITY

**GIFT** **ANNUITY** **AGREEMENT**

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

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

This Agreement is made between [*name of donor*] of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter "the Donor"), and 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 the 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 an annual annuity of $[*amount*] from the date of this Agreement and shall pay such amount to the Donor so long as [*he/she*] is living, and thereafter to [*name of successor annuitant*] of [*street address*], [*city*], [*state*] [*zip code*], continuing for the balance of [*his/her*] life.

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

The annuity shall be paid in [*monthly, quarterly, semi-annual, annual*] installments of $[*amount*]. The first installment shall be payable on [*month,day,year*], 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 $[*amount*]. [*If the contribution is received on the first day of the period or if the first payment will be for the full amount in any case, delete the reference to proration and subsequent installments.*]

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

This annuity is irrevocable and non-assignable. Charity's obligation under this Agreement shall terminate with the regular payment preceding the death of the survivor of the Donor and [*name of successor annuitant*]. 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, all following payments shall be payable to [*name of successor annuitant*].

[*Alternate Paragraph 5, if power to revoke paragraph is included*:]

Except as provided in Paragraph 6, this annuity is irrevocable. This annuity is also non-assignable. Charity's obligation under this Agreement shall terminate with the regular payment preceding the death of the survivor of the Donor and [*name of successor annuitant*], unless the Donor has exercised the right to revoke survivorship payments to [*name of successor annuitant*] per Paragraph 6 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*].

6. **Power** **to** **Revoke** **Payments**

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 either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from the Donor's executor, trustee or personal representative, that the Donor, in [*his/her*] will or trust, has exercised this power to revoke. If the power is exercised, Charity's obligation to make annuity payments shall terminate with the payment preceding the death of the Donor.

[*Option -- You may elect to exclude this revocation paragraph. If excluded, renumber successive paragraphs.]*

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" if unrestricted; if restricted, state purpose*].

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 [*state*].

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

DONOR:

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

ABC CHARITY:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Name and title of officer*]

ATTEST

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Gift** **Annuity** **Agreement** **Between**

**[*name******of******donor*]** **and**

**ABC** **Charity**

**SCHEDULE** **A**

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

[*Description of donated property*]