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

ABC 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 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 $\_\_\_\_\_\_\_\_\_\_\_.

**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 $\_\_\_\_\_\_\_\_\_\_. [*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 Donor is [*month, day, year*].

**5. 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.

**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**

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

ABC 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 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 $\_\_\_\_\_\_\_\_\_\_\_.

**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. 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.

**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**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

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

**Funded with Jointly-Owned or Community 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 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 theirdesire 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 $\_\_\_\_\_\_\_\_\_\_\_.

**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 $\_\_\_\_\_\_\_\_\_\_. [*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**

Except as provided in Paragraph 6, 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 Annuitant’s death.

*Alternate paragraph 5, if power to revoke paragraph is deleted:]*

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 Annuitant’s death.

**6. Power to Revoke Payments**

[*Name of non-annuitant*] hereby reserves the power to revoke the annuity payments for Annuitant attributable to [*his/her*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of non-annuitant donor*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of non-annuitant donor*]’s executor, trustee or personal representative, that [*name of non-annuitant*], in her will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of non-annuitant donor*] in the community property shall terminate with the payment preceding the exercise of this power and Annuitant shall receive an annual annuity of [*one-half of the amount stated in Paragraph 2*].

**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*].

DONORS: ABC CHARITY:

By:

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

[*Name and title of officer*]

ATTEST

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

**Gift Annuity Agreement Between**

**[Names of Donors] and**

**ABC Charity**

**SCHEDULE A**

**Description of Property**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

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

**Funded with Jointly-Owned or Community 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 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 the 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. Irrevocability; Non-assignability; Termination**

Except as provided in Paragraph 6, 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 Annuitant’s death.

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

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 Annuitant’s death.

**6. Power to Revoke Payments**

[*Name of non-annuitant donor*] hereby reserves the power to revoke the annuity payments for Annuitant attributable to [*his/her*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of non-annuitant donor*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of non-annuitant donor*]’s executor, trustee or personal representative, that [*name of non-annuitant donor*], in her will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of non-annuitant donor*] in the community property shall terminate with the payment preceding the exercise of this power and Annuitant shall receive an annual annuity of [*one-half of the amount stated in Paragraph 2*].

**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*].

DONORS: ABC CHARITY:

By:

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

[*Name and title of officer*]

ATTEST

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

**Gift Annuity Agreement Between**

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

**ABC Charity**

**SCHEDULE A**

**Description of Property**

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

ABC 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 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 $\_\_\_\_\_\_\_\_\_ .

**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 $\_\_\_\_\_\_\_\_\_\_. [*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**

Except as provided in Paragraph 6, 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 Annuitant’s death, unless the Donor has exercised the right to revoke payments to the Annuitant per Paragraph 6 below.

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

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 Annuitant’s death.

**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 delete this revocation paragraph. If so, 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**

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

ABC 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 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 $\_\_\_\_\_\_\_\_\_ .

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

Except as provided in Paragraph 6, 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 Annuitant’s death, unless the Donor has exercised the right to revoke payments to the Annuitant per Paragraph 6 below.

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

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 Annuitant’s death.

**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 delete this revocation paragraph. If so, 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**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

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

**Funded with Jointly-Owned or Community 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 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 theirdesire 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 $\_\_\_\_\_\_\_\_\_\_\_.

**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 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 $\_\_\_\_\_\_\_\_\_\_. [*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**

Except as provided in Paragraph 6 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 Annuitant’s death, unless the Donors have exercised the right to revoke payments to the Annuitant per Paragraph 6 below.

***[Alternate paragraph, if power to revoke paragraph is deleted:]***

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 Annuitant’s death.

**6. Power to Revoke Payments**

a. [*Name of first donor*] reserves the power to revoke the annuity payments for [*name of annuitant*] attributable to [*his/her - corresponding to first donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of first donor*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of first donor*]’s executor, trustee or personal representative, that [*name of first donor*], in [*his/her - first donor*]will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of first donor*] in the [*joint/community*] property shall terminate with the payment preceding the exercise of this power and [*name of annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in paragraph 2*] 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. [*Name of second donor*] reserves the power to revoke the annuity payments for [*name of annuitant*] attributable to [*his/her - corresponding to second donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of second donor*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of second donor*]’s executor, trustee or personal representative, that [*name of second donor*], in [*his/her - second donor*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of second donor*] in the [*joint/community*] property shall terminate with the payment preceding the exercise of this power and [*name of annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in Paragraph 2*] 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.

***[option - you may elect to delete this revocation paragraph. If so, 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*].

DONORS: ABC CHARITY:

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

[*Name and title of officer*]

ATTEST

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

**Gift Annuity Agreement Between**

**[Names of Donors] and**

**ABC Charity**

**SCHEDULE A**

**Description of Property**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

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

**Funded with Jointly-Owned or Community 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 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 theirdesire 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 $\_\_\_\_\_\_\_\_\_\_\_.

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

Except as provided in Paragraph 6 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 Annuitant’s death, unless the Donors have exercised the right to revoke payments to the Annuitant per Paragraph 6 below.

***[Alternate paragraph, if power to revoke paragraph is deleted:]***

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 Annuitant’s death.

**6. Power to Revoke Payments**

a. [*Name of first donor*] reserves the power to revoke the annuity payments for [*name of annuitant*] attributable to [*his/her - corresponding to first donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of first donor*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of first donor*]’s executor, trustee or personal representative, that [*name of first donor*], in [*his/her - first donor*]will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of first donor*] in the [*joint/community*] property shall terminate with the payment preceding the exercise of this power and [*name of annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in paragraph 2*] 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. [*Name of second donor*] reserves the power to revoke the annuity payments for [*name of annuitant*] attributable to [*his/her - corresponding to second donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of second donor*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of second donor*]’s executor, trustee or personal representative, that [*name of second donor*], in [*his/her - second donor*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of second donor*] in the [*joint/community*] property shall terminate with the payment preceding the exercise of this power and [*name of annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in Paragraph 2*] 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.

***[option - you may elect to delete this revocation paragraph. If so, 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*].

DONORS: ABC CHARITY:

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

[*Name and title of officer*]

ATTEST

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

**Gift Annuity Agreement Between**

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

**ABC Charity**

**SCHEDULE A**

**Description of Property**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Joint and Survivor,**

**Funded with Jointly-Owned or Community 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 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 the 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*] 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 $\_\_\_\_\_\_\_\_\_\_\_. [*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 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. Irrevocability; Non-assignability; Termination**

Except as provided in Paragraph 6, 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 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.

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

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 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.

**6. Power to Revoke Payments**

a. [*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*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of first donor*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of first donor*]’s executor, trustee or personal representative, that [*name of first donor*], in [*his/her – first donor*]will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of first donor*] in the [*joint/community*] property shall terminate with the payment preceding [*his/her – first donor*] death and [*name of second donor*] shall receive an annual annuity of $[*one-half of the amount stated in paragraph 2*] in equal [*monthly, quarterly, semi-annual, annual*] installments.

b. [*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*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of second donor*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of second donor*]’s executor, trustee or personal representative, that [*name of second donor*], in [*his/her – second donor*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of second donor*] in the [*joint/community*] property shall terminate with the payment preceding [*his/her – second donor*] death and [*name of first donor*] shall receive an annual annuity of $[*one-half of the amount stated in Paragraph 2*] in equal [*monthly, quarterly, semi-annual, annual*] installments.

***[option - you may elect to delete this revocation paragraph. If so, 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*].

DONORS: ABC CHARITY:

By:

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

[*Name and title of officer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ATTEST

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

**Gift Annuity Agreement Between**

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

**ABC Charity**

**SCHEDULE A**

**Description of Property**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Joint and Survivor,**

**Funded with Jointly-Owned or Community 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 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 the 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. Irrevocability; Non-assignability; Termination**

Except as provided in Paragraph 6, 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 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.

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

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 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.

**6. Power to Revoke Payments**

a. [*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*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of first donor*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of first donor*]’s executor, trustee or personal representative, that [*name of first donor*], in [*his/her – first donor*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of first donor*] in the [*joint/community*] property shall terminate with the payment preceding [*his/her – first donor*] death and [*name of second donor*] shall receive an annual annuity of $[*one-half of the amount stated in paragraph 2*] in equal [*monthly, quarterly, semi-annual, annual*] installments.

b. [*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*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of second donor*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of second donor*]’s executor, trustee or personal representative, that [*name of second donor*], in [*his/her – second donor*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of second donor*] in the [*joint/community*] property shall terminate with the payment preceding with [*his/her – second donor*] death and [*name of first donor*] shall receive an annual annuity of $[*one-half of the amount stated in Paragraph 2*] in equal [*monthly, quarterly, semi-annual, annual*] installments.

***[option - you may elect to delete this revocation paragraph. If so, 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*].

DONORS: ABC CHARITY:

By:

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

[*Name and title of officer*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ATTEST

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

**Gift Annuity Agreement Between**

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

**ABC Charity**

**SCHEDULE A**

**Description of Property**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Joint and Survivor**

**Funded with Donor’s Separate Property**

**Immediate Payments**

This Agreement is made between [*name of donor*], of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter "the Donor"), andABC 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 $\_\_\_\_\_\_\_\_\_\_\_.

**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 $\_\_\_\_\_\_\_\_\_\_\_. [*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**

Except as provided in Paragraph 6 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 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 spouse*] 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.

***[Alternate paragraph, if power to revoke paragraph is deleted:]***

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 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.

**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 delete this revocation paragraph. If so, 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**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Joint and Survivor**

**Funded with Donor’s Separate Property**

**Payments are Deferred**

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 $\_\_\_\_\_\_\_\_\_\_\_.

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

Except as provided in Paragraph 6 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 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.

***[Alternate paragraph, if power to revoke paragraph is deleted:]***

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 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.

**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 delete this revocation paragraph. If so, 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**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Joint and Survivor**

**Donor is Not an Annuitant**

**Immediate Payments**

This Agreement is made between [*name of donor*], of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter "the Donor"), andABC 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 $\_\_\_\_\_\_\_\_\_\_\_.

**2. Payment of Annuity**

In consideration of the property transferred by the Donor, Charity shall pay to [[*name of first annuitant*] and [*name of second annuitant*] of [*street address*], [*city*], [*state*] [*zip code*],] [*or*] [[*name of first annuitant*] of [*street address of first annuitant*], [*city of first annuitant*], [*state of first annuitant*] [*zip code of first annuitant*] and [*name of second annuitant*] of [*street address of second annuitant*], [*city of second annuitant*], [*state of second annuitant*] [*zip code of second annuitant*],] 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 $\_\_\_\_\_\_\_\_\_\_. 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 $\_\_\_\_\_\_\_\_\_\_\_. [*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 first annuitant*] is [*month, day, year*]. The birth date of [*name of second annuitant*] is [*month, day, year*].

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

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of second annuitant*], unless the Donor has exercised the right to revoke payments to both annuitants per Paragraph 6 below. With respect to the first of [*name of first annuitant*] 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 [*name of first annuitant*] or [*name of second annuitant*], during such surviving annuitant’s lifetime.

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

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 death of the survivor of [*name of first annuitant*] and [*name of second annuitant*]. With respect to the first of [*name of first annuitant*] 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 [*name of first annuitant*] 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 both annuitants 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 delete this revocation paragraph. If so, 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**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Joint and Survivor**

**Donor is Not an Annuitant**

**Payments are Deferred**

This Agreement is made between [*name of donor*] of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter "the Donor"), andABC 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 $\_\_\_\_\_\_\_\_\_\_\_.

**2. Payment of Annuity**

In consideration of the property transferred by the Donor, Charity shall pay to [[*name of first annuitant*] and [*name of second annuitant*] of [*street address*], [*city*], [*state*] [*zip code*],] [*or*] [[*name of first annuitant*] of [*street address of first annuitant*], [*city of first annuitant*], [*state of first annuitant*] [*zip code of first annuitant*] and [*name of second annuitant*] of [*street address of second annuitant*], [*city of second annuitant*], [*state of second annuitant*] [zip *code of second annuitant*],] an annual annuity of $[*amount*], commencing [*date of first payment*], during their joint lives and then to the survivor during [*his/her/his or her*] life. If either [*name of first annuitant*] 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 [*name of first annuitant*] 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 first annuitant*] is [*month, day, year*]. The birth date of [*name of second annuitant*] is [*month, day, year*].

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

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of second annuitant*], unless the Donor has exercised the right to revoke payments to both annuitants per Paragraph 6 below. With respect to the first of [*name of first annuitant*] 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 [*name of first annuitant*] or [*name of second annuitant*], during such surviving annuitant’s lifetime.

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

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 death of the survivor of [*name of first annuitant*] and [*name of second annuitant*]. With respect to the first of [*name of first annuitant*] 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 [*name of first annuitant*] 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 both annuitants 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 delete this revocation paragraph. If so, 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**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Joint and Survivor**

**Funded with Jointly-Owned or Community Property**

**Donors are Not 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 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 the 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 first annuitant*] and [*name of second annuitant*] of [*street address*], [*city*], [*state*] [*zip code*],] [*or*] [[*name of first annuitant*] of [*street address of first annuitant*], [*city of first annuitant*], [*state of first annuitant*] [*zip code of first annuitant*] and [*name of second annuitant*] of [*street address of second annuitant*], [*city of second annuitant*], [*state of second annuitant*] [*zip code of second annuitant*],] 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 $\_\_\_\_\_\_\_\_\_\_. 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 $\_\_\_\_\_\_\_\_\_\_\_. [*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 first annuitant*] is [*month, day, year*]. The birth date of [*name of second annuitant*] is [*month, day, year*].

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

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of second annuitant*], unless the Donors have exercised the right to revoke payments to both annuitants per Paragraph 6 below. With respect to the first of [*name of first annuitant*] 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 [*name of first annuitant*] or [*name of second annuitant*], during such surviving annuitant’s lifetime.

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

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 death of the survivor of [*name of first annuitant*] and [*name of second annuitant*]. With respect to the first of [*name of first annuitant*] 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 [*name of first annuitant*] or [*name of second annuitant*], during such surviving annuitant’s lifetime.

**6. Power to Revoke Payments**

a. [*Name of first donor*] reserves the power to revoke the annuity payments for both annuitants attributable to [*his/her - corresponding to first donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of first donor*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of first donor*]’s executor, trustee or personal representative, that [*name of first donor*], in [*his/her - first donor*]will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of first donor*] in the [*joint/community*] property shall terminate with the exercise of this power and [*name of first annuitant*] and [*name of second annuitant*] or, if one of them is no longer living then the survivor, shall receive an annual annuity of $[*one-half of the amount stated in paragraph 2*] 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. [*Name of second donor*] reserves the power to revoke the annuity payments for both annuitants attributable to [*his/her - corresponding to second donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of second donor*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of second donor*]’s executor, trustee or personal representative, that [*name of second donor*], in [*his/her - second donor*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of second donor*] in the [*joint/community*] property shall terminate with the exercise of this power and [*name of first annuitant*] and [*name of second annuitant*] or, if one of them is no longer living then the survivor, shall receive an annual annuity of $[*one-half of the amount stated in Paragraph 2*] 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.

***[option - you may elect to delete this revocation paragraph. If so, 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*].

DONORS: ABC CHARITY:

By:

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

[*Name and title of officer*]

ATTEST

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

**Gift Annuity Agreement Between**

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

**ABC Charity**

**SCHEDULE A**

**Description of Property**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Joint and Survivor**

**Funded with Jointly-Owned or Community Property**

**Donors are Not 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 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 the 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 first annuitant*] and [*name of second annuitant*] of [*street address*], [*city*], [*state*] [*zip code*],] [*or*] [[*name of first annuitant*] of [*street address of first annuitant*], [*city of first annuitant*], [*state of first annuitant*] [*zip code of first annuitant*] and [*name of second annuitant*] of [*street address of second annuitant*], [*city of second annuitant*], [*state of second annuitant*] [zip *code of second annuitant*],] an annual annuity of $[*amount*], commencing [*date of first payment*], during their joint lives and then to the survivor during [*his/her/his or her*] life. If either [*name of first annuitant*] 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 [*name of first annuitant*] 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 first annuitant*] is [*month, day, year*]. The birth date of [*name of second annuitant*] is [*month, day, year*].

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

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of second annuitant*], unless the Donors have exercised the right to revoke payments to both annuitants per Paragraph 6 below. With respect to the first of [*name of first annuitant*] 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 [*name of first annuitant*] or [*name of second annuitant*], during such surviving annuitant’s lifetime.

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

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 death of the survivor of [*name of first annuitant*] and [*name of second annuitant*]. With respect to the first of [*name of first annuitant*] 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 [*name of first annuitant*] or [*name of second annuitant*], during such surviving annuitant’s lifetime.

**6. Power to Revoke Payments**

a. [*Name of first donor*] reserves the power to revoke the annuity payments for both annuitants attributable to [*his/her - corresponding to first donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of first donor*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of first donor*]’s executor, trustee or personal representative, that [*name of first donor*], in [*his/her - first donor*]will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of first donor*] in the [*joint/community*] property shall terminate with the exercise of this power and [*name of first annuitant*] and [*name of second annuitant*] or, if one of them is no longer living then the survivor, shall receive an annual annuity of $[*one-half of the amount stated in paragraph 2*] 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. [*Name of second donor*] reserves the power to revoke the annuity payments for both annuitants attributable to [*his/her - corresponding to second donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of second donor*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of second donor*]’s executor, trustee or personal representative, that [*name of second donor*], in [*his/her - second donor*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of second donor*] in the [*joint/community*] property shall terminate with the exercise of this power and [*name of first annuitant*] and [*name of second annuitant*] or, if one of them is no longer living then the survivor, shall receive an annual annuity of $[*one-half of the amount stated in Paragraph 2*] 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.

***[option - you may elect to delete this revocation paragraph. If so, 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*].

DONORS: ABC CHARITY:

By:

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

[*Name and title of officer*]

ATTEST

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

**Gift Annuity Agreement Between**

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

**ABC Charity**

**SCHEDULE A**

**Description of Property**

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

ABC 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 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 $\_\_\_\_\_\_\_\_\_\_\_.

**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 $\_\_\_\_\_\_\_\_\_\_\_. [*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**

Except as provided in Paragraph 6, 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 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*].

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

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 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*].

**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*.*

**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**

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

ABC 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 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 $\_\_\_\_\_\_\_\_\_\_\_.

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

Except as provided in Paragraph 6, 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 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*].

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

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 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*].

**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*.*

**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**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Successive Interests**

**Donor is Not an Annuitant**

**Immediate Payments**

This Agreement is made between [*name of donor*], of [*street address*], [*city*], [*state*] [*zip code*] (hereinafter "the Donor"), andABC 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 $\_\_\_\_\_\_\_\_\_\_\_.

**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 first annuitant*], of [*street address*], [*city*], [*state*] [*zip code*], 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 $\_\_\_\_\_\_\_\_\_\_\_. [*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 first annuitant*] is [*month, day, year*]. The birth date of [*name of successor annuitant*] is [*month, day, year*].

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

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*], unless the Donor has exercised the right to revoke payments to [*name of successor annuitant*] per Paragraph 6 below. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. 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*].

***[Alternate paragraph 5, if power to revoke is retained over both annuitants:]***

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*], unless the Donor has exercised the right to revoke payments to both annuitants per Paragraph 6 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 payments, all following payments shall be payable to [*name of successor annuitant*].

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

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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*]. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. If [*name of successor annuitant*] survives [*name of first annuitant*], 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 [*name of first annuitant*]*.*

***[Alternate paragraph 6, if power to revoke is retained over both annuitants:]***

The Donor hereby reserves the power to revoke the right of both annuitants 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 delete this revocation paragraph. If so, 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**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Successive Interests**

**Donor is Not an Annuitant**

**Payments are Deferred**

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 $\_\_\_\_\_\_\_\_\_\_\_.

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

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

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*], unless the Donor has exercised the right to revoke payments to [*name of successor annuitant*] per Paragraph 6 below. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. 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*].

***[Alternate paragraph 5, if power to revoke is retained over both annuitants:]***

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*], unless the Donor has exercised the right to revoke payments to both annuitants per Paragraph 6 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 payments, all following payments shall be payable to [*name of successor annuitant*].

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

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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*]. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. If [*name of successor annuitant*] survives [*name of first annuitant*], 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 [*name of first annuitant*]*.*

***[Alternate paragraph 6, if power to revoke is retained over both annuitants:]***

The Donor hereby reserves the power to revoke the right of both annuitants 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 delete this revocation paragraph. If so, 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**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Successive Interests**

**Funded with Jointly-Owned or Community Property**

**Both Donors are 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 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 the 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 first annuitant*] so long as [*he/she*] is living, and thereafter to [*name of successor annuitant*] 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 $\_\_\_\_\_\_\_\_\_\_\_. [*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 Donors**

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

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

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*]. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. If [*name of successor annuitant*] survives [*name of first annuitant*], all following payments shall be payable to [*name of successor annuitant*].

***[Alternate paragraph, if power to revoke paragraph is deleted:]***

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 death of the survivor of [*name of first annuitant*]and [*name of successor annuitant*]. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. If [*name of successor annuitant*] survives [*name of first annuitant*], all following payments shall be payable to [*name of successor annuitant*].

**6. Power to Revoke Payments**

a. [*Name of first annuitant*] reserves the power to revoke the successor annuity payments for [*name of successor annuitant*] attributable to [*his/her - corresponding to first annuitant*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of first annuitant*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of first annuitant*]’s executor, trustee or personal representative, that [*name of first annuitant*], in [*his/her - first annuitant*]will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of first annuitant*] in the [*joint/community*] property shall terminate with the payment preceding the death of [*name of first annuitant*], and [*name of successor annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in paragraph 2*] in equal [*monthly, quarterly, semi-annual, annual*] installments.

b. [*Name of successor annuitant*] reserves the power to revoke the annuity payments for [*name of first annuitant*] attributable to [*his/her - corresponding to successor annuitant*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of successor annuitant*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of successor annuitant*]’s executor, trustee or personal representative, that [*name of successor annuitant*], in [*his/her - successor annuitant*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of successor annuitant*] in the [*joint/community*] property shall terminate with the payment preceding the exercise of this power, and [*name of first annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in Paragraph 2*] in equal [*monthly, quarterly, semi-annual, annual*] installments.

***[option - you may elect to delete this revocation paragraph. If so, 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*].

DONORS: ABC CHARITY:

By:

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

[*Name and title of officer*]

ATTEST

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

**Gift Annuity Agreement Between**

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

**ABC Charity**

**SCHEDULE A**

**Description of Property**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Successive Interests**

**Funded with Jointly-Owned or Community Property**

**Both Donors are 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 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 the 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 first annuitant*] 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*], continuing for the balance of [*his/her*] life. If [*name of first annuitant*] 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 [*name of first annuitant*] 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 Donors**

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. Irrevocability; Non-assignability; Termination**

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*]. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. If [*name of successor annuitant*] survives [*name of first annuitant*], all following payments shall be payable to [*name of successor annuitant*].

***[Alternate paragraph, if power to revoke paragraph is deleted:]***

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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*]. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. If [*name of successor annuitant*] survives [*name of first annuitant*], all following payments shall be payable to [*name of successor annuitant*].

**6. Power to Revoke Payments**

a. [*Name of first annuitant*] reserves the power to revoke the successor annuity payments for [*name of successor annuitant*] attributable to [*his/her - corresponding to first annuitant*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of first annuitant*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of first annuitant*]’s executor, trustee or personal representative, that [*name of first annuitant*], in [*his/her - first annuitant*]will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of first annuitant*] in the [*joint/community*] property shall terminate with the payment preceding the death of [*name of first annuitant*], and [*name of successor annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in paragraph 2*] in equal [*monthly, quarterly, semi-annual, annual*] installments.

b. [*Name of successor annuitant*] reserves the power to revoke the annuity payments for [*name of first annuitant*] attributable to [*his/her - corresponding to successor annuitant*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of successor annuitant*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of successor annuitant*]’s executor, trustee or personal representative, that [*name of successor annuitant*], in [*his/her - successor annuitant*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of successor annuitant*] in the [*joint/community*] property shall terminate with the payment preceding the exercise of this power, and [*name of first annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in Paragraph 2*] in equal [*monthly, quarterly, semi-annual, annual*] installments.

***[option - you may elect to delete this revocation paragraph. If so, 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*].

DONORS: ABC CHARITY:

By:

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

[*Name and title of officer*]

ATTEST

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

**Gift Annuity Agreement Between**

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

**ABC Charity**

**SCHEDULE A**

**Description of Property**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Successive Interests**

**Funded with Jointly-Owned or Community Property**

**One of the Donors is the First Annuitant. The Second Annuitant is a Non-Donor.**

**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 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 the 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 first annuitant*] 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 $\_\_\_\_\_\_\_\_\_\_\_. [*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 first annuitant*] is [*month, day, year*]. The birth date of [*name of successor annuitant*] is [*month, day, year*].

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

Except as provided in Paragraph 6 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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*], unless the Donors have exercised the right to revoke payments to [*name of successor annuitant*] per Paragraph 6 below. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. If [*name of successor annuitant*] survives [*name of first annuitant*], and the Donors have not revoked [*his/her*] survivorship payments, all following payments shall be payable to [*name of successor annuitant*].

***[Alternate paragraph, if power to revoke paragraph is deleted:]***

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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*]. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. If [*name of successor annuitant*] survives [*name of first annuitant*], all following payments shall be payable to [*name of successor annuitant*].

**6. Power to Revoke Payments**

a. [*Name of first donor*] reserves the power to revoke the annuity payments for [*name of successor annuitant*] attributable to [*his/her - corresponding to first donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of first donor*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of first donor*]’s executor, trustee or personal representative, that [*name of first donor*], in [*his/her - first donor*]will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of first donor*] in the [*joint/community*] property shall terminate with the payment preceding the death of [*name of* *first annuitant*], and [*name of successor annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in paragraph 2*] 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. [*Name of second donor*] reserves the power to revoke the annuity payments for [*name of successor annuitant*] attributable to [*his/her - corresponding to second donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of second donor*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of second donor*]’s executor, trustee or personal representative, that [*name of second donor*], in [*his/her - second donor*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of second donor*] in the [*joint/community*] property shall terminate with the payment preceding the death of [*name of first annuitant*], and [*name of successor annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in Paragraph 2*] 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.

***[option - you may elect to delete this revocation paragraph. If so, 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*].

DONORS: ABC CHARITY:

By:

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

[*Name and title of officer*]

ATTEST

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

**Gift Annuity Agreement Between**

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

**ABC Charity**

**SCHEDULE A**

**Description of Property**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Successive Interests**

**Funded with Jointly-Owned or Community Property**

**One of the Donors is the First Annuitant. The Second Annuitant is a Non-Donor.**

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

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

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*], unless the Donors have exercised the right to revoke payments to [*name of successor annuitant*] per Paragraph 6 below. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. If [*name of successor annuitant*] survives [*name of first annuitant*], and the Donors have not revoked [*his/her*] survivorship payments, all following payments shall be payable to [*name of successor annuitant*].

***[Alternate paragraph, if power to revoke paragraph is deleted:]***

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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*]. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. If [*name of successor annuitant*] survives [*name of first annuitant*], all following payments shall be payable to [*name of successor annuitant*].

**6. Power to Revoke Payments**

a. [*Name of first annuitant*] reserves the power to revoke the annuity payments for [*name of successor annuitant*] attributable to [*his/her - corresponding to first annuitant*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of first annuitant*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of first annuitant*]’s executor, trustee or personal representative, that [*name of first annuitant*], in [*his/her - first annuitant*]will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of first annuitant*] in the [*joint/community*] property shall terminate with the payment preceding the death of [*name of first annuitant*], and [*name of successor annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in paragraph 2*] 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. [*Name of second donor*] reserves the power to revoke the annuity payments for [*name of successor annuitant*] attributable to [*his/her - corresponding to second donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of second donor*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of second donor*]’s executor, trustee or personal representative, that [*name of second donor*], in [*his/her - second donor*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of second donor*] in the [*joint/community*] property shall terminate with the payment preceding the death of [*name of first annuitant*], and [*name of successor annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in Paragraph 2*] in equal [*monthly, quarterly, semi-annual, annual*] installments, unless [*name of first annuitant*] has also exercised [*his/her - corresponding to first annuitant*] power to revoke.

***[option - you may elect to delete this revocation paragraph. If so, 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*].

DONORS: ABC CHARITY:

By:

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

[*Name and title of officer*]

ATTEST

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

**Gift Annuity Agreement Between**

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

**ABC Charity**

**SCHEDULE A**

**Description of Property**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Successive Interests**

**Funded with Jointly-Owned or Community Property**

**Neither Donor is an Annuitant**

**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 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 the 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 first annuitant*], of [*street address*], [*city*], [*state*] [*zip code*], 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 $\_\_\_\_\_\_\_\_\_\_\_. [*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 first annuitant*] is [*month, day, year*]. The birth date of [*name of successor annuitant*] is [*month, day, year*].

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

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*], unless the Donors have exercised the right to revoke payments to [*name of successor annuitant*] per Paragraph 6 below. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. If [*name of successor annuitant*] survives [*name of first annuitant*], and the Donors have not revoked [*his/her*] survivorship payments, all following payments shall be payable to [*name of successor annuitant*].

***[Alternate paragraph 5, if power to revoke is retained over both annuitants:]***

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*], unless the Donors have exercised the right to revoke payments to both annuitants per Paragraph 6 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 Donors have exercised the right to revoke payments. If [*name of successor annuitant*] survives [*name of first annuitant*], and the Donors have not revoked payments, all following payments shall be payable to [*name of successor annuitant*].

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

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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*]. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. If [*name of successor annuitant*] survives [*name of first annuitant*], all following payments shall be payable to [*name of successor annuitant*].

**6. Power to Revoke Payments**

a. [*Name of first donor*] reserves the power to revoke the annuity payments for [*name of successor annuitant*] attributable to [*his/her - corresponding to first donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of first donor*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of first donor*]’s executor, trustee or personal representative, that [*name of first donor*], in [*his/her - first donor*]will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of first donor*] in the [*joint/community*] property shall terminate with the payment preceding the death of [*name of* *first annuitant*], and [*name of successor annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in paragraph 2*] 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. [*Name of second donor*] reserves the power to revoke the annuity payments for [*name of successor annuitant*] attributable to [*his/her - corresponding to second donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of second donor*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of second donor*]’s executor, trustee or personal representative, that [*name of second donor*], in [*his/her - second donor*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of second donor*] in the [*joint/community*] property shall terminate with the payment preceding the death of [*name of first annuitant*], and [*name of successor annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in Paragraph 2*] 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.

***[Alternate paragraph 6, if power to revoke is retained over both annuitants:]***

a. [*Name of first donor*] reserves the power to revoke the annuity payments for both annuitants attributable to [*his/her - corresponding to first donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of first donor*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of first donor*]’s executor, trustee or personal representative, that [*name of first donor*], in [*his/her - first donor*]will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of first donor*] in the [*joint/community*] property shall terminate with exercise of this power, and [*name of first annuitant*], or if [*name of first annuitant*] is no longer living [*name of successor annuitant*], shall receive an annual annuity of $[*one-half of the amount stated in paragraph 2*] 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. [*Name of second donor*] reserves the power to revoke the annuity payments for both annuitants attributable to [*his/her - corresponding to second donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of second donor*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of second donor*]’s executor, trustee or personal representative, that [*name of second donor*], in [*his/her - second donor*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of second donor*] in the [*joint/community*] property shall terminate with exercise of this power, and [*name of first annuitant*], or if [*name of first annuitant*] is no longer living [*name of successor annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in Paragraph 2*] 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.

***[option - you may elect to delete this revocation paragraph. If so, 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*].

DONORS: ABC CHARITY:

By:

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

[*Name and title of officer*]

ATTEST

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

**Gift Annuity Agreement Between**

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

**ABC Charity**

**SCHEDULE A**

**Description of Property**

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

ABC CHARITY

**GIFT ANNUITY AGREEMENT**

**Two Lives, Successive Interests**

**Funded with Jointly-Owned or Community Property**

**Neither Donor is an Annuitant**

**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 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 the 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 first annuitant*] 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*] continuing for the balance of [*his/her*] life. If [*name of first annuitant*]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 [*name of first annuitant*] 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 [*name of first annuitant*] is [*month, day, year*]. The birth date of [*name of successor annuitant*] is [*month, day, year*].

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

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*], unless the Donors have exercised the right to revoke payments to [*name of successor annuitant*] per Paragraph 6 below. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. If [*name of successor annuitant*] survives [*name of first annuitant*], and the Donors have not revoked [*his/her*] survivorship payments, all following payments shall be payable to [*name of successor annuitant*].

***[Alternate paragraph 5, if power to revoke is retained over both annuitants:]***

Except as provided in Paragraph 6, 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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*], unless the Donors have exercised the right to revoke payments to both annuitants per Paragraph 6 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 Donors have exercised the right to revoke payments. If [*name of successor annuitant*] survives [*name of first annuitant*], and the Donor has not revoked payments, all following payments shall be payable to [*name of successor annuitant*].

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

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 death of the survivor of [*name of first annuitant*] and [*name of successor annuitant*]. The obligation to pay [*name of first annuitant*] any share of the annuity shall terminate with the regular payment preceding [*his/her*] death. If [*name of successor annuitant*] survives [*name of first annuitant*], all following payments shall be payable to [*name of successor annuitant*].

**6. Power to Revoke Payments**

a. [*Name of first donor*] reserves the power to revoke the annuity payments for [*name of successor annuitant*] attributable to [*his/her - corresponding to first donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of first donor*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of first donor*]’s executor, trustee or personal representative, that [*name of first donor*], in [*his/her - first donor*]will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of first donor*] in the [*joint/community*] property shall terminate with the payment preceding the death of [*name of* *first annuitant*], and [*name of successor annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in paragraph 2*] 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. [*Name of second donor*] reserves the power to revoke the annuity payments for [*name of successor annuitant*] attributable to [*his/her - corresponding to second donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of second donor*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of second donor*]’s executor, trustee or personal representative, that [*name of second donor*], in [*his/her - second donor*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of second donor*] in the [*joint/community*] property shall terminate with the payment preceding the death of [*name of first annuitant*], and [*name of successor annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in Paragraph 2*] 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.

***[Alternate paragraph 6, if power to revoke is retained over both annuitants:]***

a. [*Name of first donor*] reserves the power to revoke the annuity payments for both annuitants attributable to [*his/her - corresponding to first donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of first donor*] either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of first donor*]’s executor, trustee or personal representative, that [*name of first donor*], in [*his/her - first donor*]will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of first donor*] in the [*joint/community*] property shall terminate with exercise of this power, and [*name of first annuitant*], or if [*name of first annuitant*] is no longer living [*name of successor annuitant*], shall receive an annual annuity of $[*one-half of the amount stated in paragraph 2*] 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. [*Name of second donor*] reserves the power to revoke the annuity payments for both annuitants attributable to [*his/her - corresponding to second donor*] one-half interest in the [*joint/community*] property transferred under this Agreement. This power is exercisable by [*name of second donor*]either (1) during life by giving a written notice to Charity, or (2) at death, by a written notice to Charity, from [*name of second donor*]’s executor, trustee or personal representative, that [*name of second donor*], in [*his/her - second donor*] will or trust, has exercised this power to revoke. If the power is exercised, Charity’s obligation to make the annuity payments attributable to the one-half interest of [*name of second donor*] in the [*joint/community*] property shall terminate with exercise of this power, and [*name of first annuitant*], or if [*name of first annuitant*] is no longer living [*name of successor annuitant*] shall receive an annual annuity of $[*one-half of the amount stated in Paragraph 2*] 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.

***[option - you may elect to delete this revocation paragraph. If so, 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*].

DONORS: ABC CHARITY:

By:

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

[*Name and title of officer*]

ATTEST

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

**Gift Annuity Agreement Between**

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

**ABC Charity**

**SCHEDULE A**

**Description of Property**