

_____ COUNTY COMMUNITY FOUNDATION
TWO LIFE GIFT ANNUITY AGREEMENT

THIS GIFT ANNUITY AGREEMENT, made and entered into this ____ day of ____, 20__, by and between _____ and _____, (hereinafter called the “Donors”), residing at _____ and the _____ COUNTY COMMUNITY FOUNDATION (hereinafter called the “Foundation”), an Indiana not-for-profit corporation, _____, Indiana:

1. Receipt of Charitable Contribution. The Donors this day contributed and voluntarily given to the Foundation the sum of _____ dollars (\$_____) [OR: _____ (assets) described in the attached Exhibit A] receipt of which hereby is acknowledged. The residual of said assets shall be designated for a purpose as defined in a separately signed fund agreement between the Donors and Foundation.

2. Joint and Survivor Annuity Payment. The Foundation, in consideration of the transfer and delivery of such gift, shall pay jointly and to the survivor of the Donors whose date of births are ____ DOB _____ for _____ and ____ DOB _____ for _____ (collectively, the “Annuitants”) during the full term of their natural lives the sum of _____ dollars (\$_____) annually in quarterly [OR other periods] payments of _____ dollars (\$_____) on the last day of (March, June, September and December) in each year commencing with the first payment of _____ dollars (\$_____) to be made on _____ (prorated for a short payment period). The obligation to pay the annuity shall terminate with, and no amount shall be payable for, the period subsequent to the last date for payment immediately preceding or coincident with the death of the survivor of the Annuitants, at which date it is expressly agreed that the Foundation shall be discharged and forever released from any further responsibility or obligation whatsoever which may have been assumed by it under this agreement. This annuity is nonassignable by the Annuitants.

3. Benefit to _____ County Community Foundation. The Foundation hereby represents and certifies that it is an Indiana not-for-profit corporation, publicly supported and tax-exempt, which has been established to solicit, receive, and administer gifts and bequests. The purpose of the residual of this gift annuity shall be designated in a separate fund agreement signed by the Donors and the Foundation.

4. Charitable Contribution Amount. The Donors and the Foundation acknowledge that the difference between the fair market value of the gift and the present fair market value of the annuity to be paid to the Annuitants constitutes a contribution from the Donors to the Foundation.

5. Not Guaranteed. This Gift Annuity Agreement is not issued by an insurance company, nor is it protected or otherwise guaranteed by any government agency.

6. Operation and Investment Disclosure. The Foundation has provided the Donors a disclosure statement describing the material terms of the operation and investment of the charitable gift annuity pool held by the Foundation, as required in The Philanthropy Protection Act of 1995 (P.L. 104-62) and the Donors hereby acknowledges receipt of said statement.

7. Irrevocable. This Gift Annuity Agreement is irrevocable.

8. Governing Law. It is the intent of the parties that the laws of the State of Indiana shall govern this instrument.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the day and year first above written.

DONORS

_____ **COUNTY COMMUNITY
FOUNDATION**

By _____
Social Security Number: _____

By _____
_____, Executive Director

By _____
Social Security Number: _____