

**THE PUTNAM COUNTY COMMUNITY FOUNDATION
DEFERRED CHARITABLE GIFT ANNUITY AGREEMENT
Two Lives - Joint and Survivor (Spouses)**

THIS CHARITABLE GIFT ANNUITY AGREEMENT, made and entered into this day of _____, __, by and between _____, (hereinafter called the "Donors"), residing at _____ and the Putnam County Community Foundation, Inc., (hereinafter called the "Foundation"), an Indiana not-for-profit corporation, Greencastle, Putnam County, Indiana:

1. **Gift.** Donors have this day contributed and voluntarily given to the Foundation the sum of _____ Dollars (\$____) OR ____ [#] of shares of _____ [CORPORATION] stock, receipt of which hereby is acknowledged, for its general purposes **OR** with the date-of-death value of the gift to establish or to add to the _____ Fund, a component fund of the Foundation.

2. **Annuity.** The Foundation, in consideration of the transfer and delivery of such gift, shall pay to the Donors during the natural lives of the Donors, commencing in 19____, and upon the death of the first of the Donors to die, then to the survivor of the Donors, the sum of DOLLARS (\$____) annually in equal quarterly payments at the end of each calendar quarter, commencing with a first payment of _____ DOLLARS (\$____) on _____, __. The obligation to pay the annuity to the Donors shall terminate with the regular payment next preceding the death of the survivor of the Donors. After both Donors have died, 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 non-assignable by the Donors.

3. **Representation of Foundation.** The Foundation hereby represents and certifies that is an Indiana not-for-profit corporation, tax exempt and approved by the Internal Revenue Service to receive charitable contributions as defined by the Internal Revenue Code of 1986 and the regulations thereunder.

4. **Contributions.** Both 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 Donors constitutes a contribution from the Donors to the Foundation,

5. **Irrevocability.** This Charitable Gift Annuity Agreement is irrevocable.

6. **Advice.** Donors have been advised by the Foundation to seek legal and financial advice relative to this Agreement.

7. **Operation and Investment Disclosure.** The Foundation has provided 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 donor hereby acknowledges receipt of said statement.

8. **Governing Law.** This agreement shall be interpreted and governed by the law of the State of Indiana without regard to the principals of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have executed this agreement or caused this agreement to be executed on the day and year first above written.

THE PUTNAM COUNTY COMMUNITY FOUNDATION

President

Date

THE DONOR

Date

Social Security #

Date of Birth

THE DONOR

Date

Social Security #

Date of Birth: