



# CHARITABLE GIFT ANNUITY APPLICATION & AGREEMENT

## Section One – Personal Information

### DONOR 1

### DONOR 2

Full Name: \_\_\_\_\_  
 SSN #: \_\_\_\_\_ (complete ONLY if Annuitant)  
 Birthdate: \_\_\_/\_\_\_/\_\_\_\_\_ Gender: \_\_\_\_\_  
 Citizenship:  U.S.  Other: \_\_\_\_\_  RA  NRA  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Primary Contact Number:  Home  Cell  Work  
 (H) \_\_\_\_\_ (C) \_\_\_\_\_ (W) \_\_\_\_\_  
 Email: \_\_\_\_\_

Full Name: \_\_\_\_\_  
 SSN #: \_\_\_\_\_ (complete ONLY if Annuitant)  
 Birthdate: \_\_\_/\_\_\_/\_\_\_\_\_ Gender: \_\_\_\_\_  
 Citizenship:  U.S.  Other: \_\_\_\_\_  RA  NRA  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Primary Contact Number:  Home  Cell  Work  
 (H) \_\_\_\_\_ (C) \_\_\_\_\_ (W) \_\_\_\_\_  
 Email: \_\_\_\_\_

## Section Two – Annuitant Information & Emergency Contact

### The annuity will be payable to (choose one):

- One Annuitant  Two Annuitants, then to the surviving Annuitant  One Annuitant first, then to the surviving Annuitant

### The Annuitant(s) is/are as follows (choose one):

- I/We are the Annuitant(s)  The Annuitant(s) is/are as follows:

### ANNUITANT 1

### ANNUITANT 2

(If "One Annuitant, then Surviving Annuitant" option is selected, please note first Annuitant here)

Full Name: \_\_\_\_\_  
 SSN #: \_\_\_\_\_  
 Birthdate: \_\_\_/\_\_\_/\_\_\_\_\_ Gender: \_\_\_\_\_  
 Citizenship:  U.S.  Other: \_\_\_\_\_  RA  NRA  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Primary Contact Number: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Relationship to Donor: \_\_\_\_\_

Full Name: \_\_\_\_\_  
 SSN #: \_\_\_\_\_  
 Birthdate: \_\_\_/\_\_\_/\_\_\_\_\_ Gender: \_\_\_\_\_  
 Citizenship:  U.S.  Other: \_\_\_\_\_  RA  NRA  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Primary Contact Number: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Relationship to Donor: \_\_\_\_\_

In the event the Annuitant(s) is/are unable to be reached in connection with their annuity payments, please contact:

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_

Primary Contact Number: \_\_\_\_\_  
 Relationship to Donor/Annuitant: \_\_\_\_\_

**DISCLOSURE:** A charitable gift annuity is not insurance under the laws of the State of Hawaii, is not subject to regulation by the insurance division, and is not protected by any state guaranty fund.

**Section Three – Annuity Information**

**I/We would like the annuity payment to be (choose one):**

- Immediate
- Deferred, with payments to begin on \_\_\_\_\_

**I/We would like the annuity payment to be (choose one):**

- Quarterly
- Semi-Annually
- Annually

**I/We prefer the annuity payment be made by (choose one):**

- Check
- Direct Deposit *(please attach voided check or direct deposit slip)*

**Section Four – Contribution Information**

**I/We would like to contribute the following assets to our charitable gift annuity:**

*(May include cash, marketable securities, real estate, retirement accounts, business and/or partnership interests)*

Asset Type & Description	Date Purchased	Ownership <small>(Donor 1, Donor 2, Joint)</small>	Cost Basis	Current Value
<i>Example: 100 shares of XYZ Company stock, held at ABC Bank</i>	<i>1/1/2014</i>	<i>Donor 1</i>	<i>\$50,000</i>	<i>\$100,000</i>
				\$
				\$
				\$
				\$
Total Value =				\$

**Section Five – Charitable Gift Purpose(s)**

**I/We would prefer that the residuum of our charitable gift annuity be directed as follows (choose one):**

- COMMUNITY NEEDS FUND:** For the unrestricted use of the Foundation to broadly support the improvement of the well-being and vitality of Hawaii and its residents. *(No minimum balance required).*
- EXISTING FUND:** As an additional contribution to the \_\_\_\_\_ Fund in furtherance of the purpose(s) of said fund *(No minimum balance required).*
- NAMED FUND:** To establish the \_\_\_\_\_ Fund in support of the following community needs: *(Minimum balance is required, which includes the value of Donor bequests to the named Fund):*

- \_\_\_\_\_ % Arts & Culture
- \_\_\_\_\_ % Education (including scholarships)
- \_\_\_\_\_ % Environment
- \_\_\_\_\_ % Health and Human Services
- \_\_\_\_\_ % Other (please discuss this with a Foundation staff member before completing):  
\_\_\_\_\_
- \_\_\_\_\_ %

Check this box if you wish to attach additional instructions. Such instructions are subject to prior approval by the Foundation.

**Section Six – Fund Anonymity**

As you are making a legacy gift through your Charitable Gift Annuity, we would like to recognize you for your charitable gift. For instance, Donor(s) and their legacy gifts are often listed in our written and electronic publications. Furthermore, when your fund is established (at the death of the Annuitant), every grant made from it is coupled with a letter identifying the name of the fund, unless you request anonymity.

- o I/We would like to remain anonymous as a legacy Donor.
- o /We would like grants from the fund to remain anonymous
- o I/We would like the fund listed as anonymous.

**Section Seven – Annuity Payments & Payment Dates (To Be Filled Out By Authorized Staff)**

The Foundation shall owe an annual annuity of \$\_\_\_\_\_ from the date of this Agreement and shall pay such amount to the Annuitant(s) so long as the Annuitant(s) is/are alive.

For two Annuitants, payments shall be made as indicated in Section Two of the Agreement (i.e., to both Annuitants first, then to the Surviving Annuitant OR to one Annuitant, then to the other Annuitant if then living).

The annuity shall be paid to the Annuitant(s) in [quarterly/semi-annual/annual] installments as requested by the Donor in Section Three of this Agreement.

Pro-rated installments of \$\_\_\_\_\_ shall begin on \_\_\_\_\_.

NOTE: These installments are pro-rated based of the number of days remaining in that period.

Subsequent installments of \$\_\_\_\_\_ shall begin on \_\_\_\_\_ and continue every period thereafter.

If the Annuitant dies before the commencement of any payment, the Foundation is released from its obligation to the Annuitant under this Agreement

**ADDITIONAL INSTRUCTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section Eight – Acknowledgement & Agreement**

This annuity is irrevocable and non-assignable, except that it may be assigned to the Foundation. The Foundation's obligation under this Agreement shall terminate with the regular payment preceding the last Annuitant's death.

The Donor(s) agree(s) to all terms and conditions as set forth in the *Charitable Gift Annuity Disclosure Statement* ("Disclosure Statement"), which is incorporated herein by this reference, and that such terms and conditions are subject to change without prior notice to the Donor(s). By signing below, the Donor(s) acknowledge that he/she received and reviewed a copy of the Disclosure Statement.

If the Foundation decides to reinsure this annuity, it may have to share personal information on the Annuitant(s) with a life insurance company. The Annuitant(s) agree(s) to assist the Foundation to the extent that the Annuitant(s) signature(s) or any other personal information is/are necessary in order to complete a reinsurance inquiry or transaction.

The Donor(s) agree(s) that the residuum and all matters relating to it are subject to the terms, conditions and provisions of the Articles and By-Laws, as amended, of the Foundation including the "variance power" provisions which authorizes the Foundation to modify any restriction or condition on the distributions of a fund for any specified charitable purpose or organization if, in the sole judgment of the foundation, such restriction or condition become unnecessary, incapable of fulfillment or inconsistent with the charitable needs served by the Foundation. In the event of any conflict between the Articles and By-Laws and this Agreement, the Articles and By-Laws shall control.

This Agreement constitutes the entire agreement of the parties and shall be governed by the laws of the State of Hawai'i.

IN WITNESS WHEREOF, the Donor(s), Annuitant(s) and the Foundation have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
DONOR'S SIGNATURE

\_\_\_\_\_  
ANNUITANT'S SIGNATURE (if different from Donor)

\_\_\_\_\_  
DONOR'S SIGNATURE

\_\_\_\_\_  
ANNUITANT'S SIGNATURE (if different from Donor)

HAWAII COMMUNITY FOUNDATION

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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