

Charitable Gift Annuity

Two Lives: Joint and Survivor

This Agreement is made between _____ (“Donor”) and SILICON VALLEY COMMUNITY FOUNDATION (“SVCF”) of 2440 West El Camino Real, Suite 300, Mountain View, California 94040.

TRANSFER OF PROPERTY BY DONOR

SVCF certifies that Donor, as an evidence of his/her desire to support the work of SVCF and to make a charitable gift, on _____ [mm/dd/yyyy] contributed to SVCF the property described in Schedule A attached hereto, the fair market value of which is \$ _____ [amount].

PAYMENT OF ANNUITY

In consideration of the property transferred by Donor, SVCF shall pay an annuity of \$ _____ from the date of this Agreement and shall pay such amount to (“the Annuitants”) until the death of the survivor of the Annuitants.

This annuity is _____ % of the fair market value of the property transferred by Donor to SVCF, in accordance with the uniform rates established by the American Council on Gift Annuities.

The annuity shall be paid in [monthly, quarterly, semi-annual] installments of \$ _____. The first installment shall be payable on _____ [mm/dd/yyyy], and shall be prorated on the basis of the number of days in the initial payment period. Subsequent installments beginning on [mm/dd/yyyy] and continuing every _____ [monthly, quarterly, semi-annual] thereafter shall be in the full amount of \$ _____, in equal shares, during the Annuitants’ joint lives, and then all to the survivor of them during his/her lifetime.

BIRTH DATES OF ANNUITANTS

Annuitants’ birthdates are _____ mm/dd/yyyy]. Annuitants’ address and social security numbers are included in Exhibit A, attached hereto and incorporated herein.

Annuitants are subject to regulation by the State of California. Payments under this Agreement, however, are not protected or otherwise guaranteed by any government agency or the California Life and Health Insurance Guarantee Association.

I have received the disclosure statement from SVCF regarding its gift annuity reserves and investments, as required under the Philanthropy Protection Act of 1995.

NAME DATE

PRINT NAME

IRREVOCABILITY; NON-ASSIGNABILITY; TERMINATION

This annuity is irrevocable and non-assignable, except that it may be assigned to SVCF. The obligation of SVCF to pay this annuity shall terminate with the payment preceding the death of the survivor of the Annuitants. With respect to the first Annuitant to die, the obligation of SVCF to pay a share of the annuity to such Annuitant shall terminate with the payment preceding his/her death, and all remaining annuity payments shall be made entirely to the surviving Annuitant. If both Annuitants die before the commencement of payments as provided above, SVCF is released from all obligation to the Annuitants under this Agreement.

ENTIRE AGREEMENT; GOVERNING LAW

This Agreement and Schedule A attached hereto constitute the entire agreement of the parties. This Agreement shall be governed by the laws of the State of California.

USES AND PURPOSES OF GIFT (Choose one)

Upon SVCF’s satisfaction of its obligation under this Agreement, an amount equal to the residuum of the gift shall be used by SVCF for:

- Its unrestricted purposes, including and not limited to support of SVCF’s mission to strengthen the common good locally and throughout the world through visionary leadership, strategic grantmaking and world-class experiences, or
- The gift is partially restricted. SVCF may use a portion of the residuum for its unrestricted purposes, including and not limited to support of SVCF’s mission to strengthen the common good locally and throughout the world through visionary leadership, strategic grantmaking and world-class experiences. The specific restricted amount and the use restrictions for the restricted portion of the gift are described in Exhibit B, attached hereto and incorporated herein.

NAME DATE

PRINT NAME

SILICON VALLEY FOUNDATION REPRESENTATIVE

DATE

PRINT NAME AND TITLE

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EXHIBIT A

PRIMARY CONTACT INFORMATION - DONOR

NAME _____

ADDRESS HOME BUSINESS _____

CITY STATE ZIP _____

EMAIL#1 EMAIL#2 _____

HOME NUMBER _____

MOBILE NUMBER _____

DATE OF BIRTH AGE AT NEAREST BIRTHDAY _____

SOCIAL SECURITY NUMBER _____

MALE FEMALE

FIRST ANNUITANT

NAME _____

ADDRESS HOME BUSINESS _____

CITY STATE ZIP _____

EMAIL#1 EMAIL#2 _____

HOME NUMBER _____

MOBILE NUMBER _____

DATE OF BIRTH AGE AT NEAREST BIRTHDAY _____

SOCIAL SECURITY NUMBER _____

MALE FEMALE

PRIMARY CONTACT INFORMATION - SECOND DONOR

NAME _____

ADDRESS HOME BUSINESS _____

CITY STATE ZIP _____

EMAIL#1 EMAIL#2 _____

HOME NUMBER _____

MOBILE NUMBER _____

DATE OF BIRTH AGE AT NEAREST BIRTHDAY _____

SOCIAL SECURITY NUMBER _____

MALE FEMALE

SECOND ANNUITANT

NAME _____

ADDRESS HOME BUSINESS _____

CITY STATE ZIP _____

EMAIL#1 EMAIL#2 _____

HOME NUMBER _____

MOBILE NUMBER _____

DATE OF BIRTH AGE AT NEAREST BIRTHDAY _____

SOCIAL SECURITY NUMBER _____

MALE FEMALE