



*Helping Disciples Make a Difference*

For Office Use Only:

\_\_\_\_\_  
Gift Date

## APPLICATION FOR CHARITABLE GIFT ANNUITY AGREEMENT

Christian Church Foundation, Inc.

P.O. Box 1007

Indianapolis, IN 46206-1007

[www.christianchurchfoundation.org](http://www.christianchurchfoundation.org)

(800) 668-8016 Toll Free

(317) 635-1991 Fax

A Charitable Gift Annuity Agreement is an irrevocable contract between the donor(s) and the Christian Church Foundation, Inc. (“Foundation”). I (we) hereby make application for a charitable gift annuity subject to the following terms and conditions:

### **Section 1: Donor Information**

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

The donor is the person(s) who owns the asset exchanged for the charitable gift annuity (“Annuity” or “CGA”). It is important that the person(s) shown as donor(s) actually holds legal title to the asset used to establish the CGA.

The name(s) shown as donor will be listed in the Foundation’s annual report and on the receipt.

If the assets are owned by a revocable or other trust, an affidavit stating that the trust allows for gifts may be required; this should be discussed with your Foundation representative.

Effective: March 2024

**Section 2: Annuitant(s) Information**

First Annuitant Name: \_\_\_\_\_

Date of Birth\*: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Relationship to Donor: \_\_\_\_\_  
(self, spouse, son, daughter, sister, brother, other relative, friend, other)

Enter the following if different from donor:

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Second Annuitant Name: \_\_\_\_\_

Date of Birth\*: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Relationship to Donor: \_\_\_\_\_  
(self, spouse, son, daughter, sister, brother, other relative, friend, other)

Enter the following if different from donor:

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

An Annuity may benefit one or two persons for their lifetime(s) (“Annuitant(s)”). It is the Foundation’s policy to issue annuity payments to the first Annuitant listed above unless a request is made to issue payments jointly. An annual Form 1099-R is issued by the Foundation showing the taxation of the annuity payments received. Form 1099-R may only be issued in one name and will be issued to the first Annuitant listed. On the death of the first Annuitant, future payments and the Form 1099-R will be issued to the second Annuitant listed above, if any. The payments will end with the last regular payment before the date of death of the Annuitant(s).

If the Annuitant is someone other than the donor and the Annuity is funded with appreciated securities, the capital gain on the annuity portion may be immediately taxable to the donor. Married donors should note that capital gain will be triggered if jointly-held appreciated marital assets are used to fund an Annuity for only one spouse or when property legally owned by only one spouse funds an Annuity to benefit the other spouse.

Please consult your tax or financial advisor for more information on establishing an Annuity, federal gift taxes and the consequences of using appreciated securities for an Annuity that benefits another person.

\*Proof of age may be required by supplying a copy of a state-issued driver’s license, state identification card, government-issued birth certificate or United States passport.

### **Section 3: Applicable Federal Rate (“AFR”) Election**

The AFR is an interest rate that is used by the Internal Revenue Service (“IRS”) to determine the value of the charitable portion of a CGA. As periodic payments are made to the Annuitant, a portion of the amount used to establish the CGA is returned tax-free over the life expectancy of the Annuitant. After the Annuitant exceeds what was his or her life expectancy at the date of the contract, annuity payments are taxed as ordinary income to the Annuitant. The IRS allows the donor(s) the option of selecting the best available AFR to meet their individual tax situation. Most donors who are able to itemize will elect the AFR which results in the highest immediate tax deduction. NOTE: Not applicable for a CGA funded with a qualified charitable distribution (QCD) from an individual retirement account (IRA).

\_\_\_\_\_ I elect the highest available immediate tax deduction.

\_\_\_\_\_ I elect the highest available tax-free portion of annuity payments.

### **Section 4: Annuity Type**

An “Immediate Annuity” makes its first payment at the end of the first “period” (see Section 6: Payment Election) after funding. If the Donor selects a “Deferred Annuity,” s/he chooses when the annuity payments start. These payments can begin one or more years after the funding of the agreement, and are often scheduled to supplement retirement income; the longer the deferral period, the higher the annual payments for any given donor.

\_\_\_\_\_ I elect an Immediate Annuity.

\_\_\_\_\_ I elect a Deferred Annuity with payments to begin \_\_\_\_\_.

### **Section 5: Annuity Rate Election**

The act of establishing a CGA with the Foundation is not, and should not be viewed as, an investment. Rather, it is a way for the Annuitant(s) to receive fixed, specified annuity payments (“Annuity Amount”) for life, while also making a charitable gift. Because a charitable gift is involved, the annuity rates offered by the Foundation are often lower than those available on commercial annuities offered by insurance companies and other financial institutions. The fact that you are making a charitable gift may provide you with tax benefits, including a current federal income tax deduction (if you itemize), annuity payments which are partially tax-free (commercial annuities may also provide for partially tax-free payments), and possible future estate tax savings.

In determining the maximum Annuity Amount that it will offer, the Foundation uses the annuity rates suggested by the American Council on Gift Annuities (“ACGA”). The ACGA suggests gift annuity rates using investment, life expectancy, administrative cost and other assumptions to provide for an estimated residual distribution to a charitable beneficiary of 50% of the original amount of assets transferred in exchange for an Annuity (“contract amount”). The Foundation

offers all donors the option of electing a lower annuity rate to provide the named charitable beneficiary with an even greater amount at the termination of the gift annuity.

The following summary information will help you understand the potential benefits of electing a lower payout rate and is based on an estimated contract amount of \$\_\_\_\_\_.

	Rate	Annual Payments	Taxable Portion	Estimated Deduction	Estimated Gift
1.					
2.					
3.					

The ACGA rate for your Annuity is \_\_\_\_\_%. Proposals at any rate (under the ACGA rate) are available at your request.

I elect an annuity rate of \_\_\_\_\_%.

### **Section 6: Payment Election**

The Annuity Amount may be paid in annual, semi-annual, or quarterly installments. If the Annuity is funded with cash or assets having a fair market value of \$25,000 or more, the donor may elect monthly payments. More frequent installment payments will result in a slightly lower charitable income tax deduction.

I elect \_\_\_ Annual \_\_\_ Semi-annual \_\_\_ Quarterly \_\_\_ Monthly Annuity Payments

### **Section 7: Funding Asset Information**

The Foundation will accept only cash, QCD from IRA, mutual funds, or marketable securities that are readily tradeable on a recognized securities exchange as funding for a CGA.

When an Annuity is funded with long-term appreciated assets (and the donor is an Annuitant), the Annuity Amount is treated for tax purposes as a combination of return of capital (tax-free), long-term capital gain and ordinary income. Each year, the tax status of the Annuity Payments will be reported to the Annuitant on a Form 1099-R.

Because of adverse tax consequences, the Foundation does not recommend using short-term appreciated assets or assets with a current market value below their cost basis to fund a CGA.

The Foundation relies on the donor to provide accurate and complete information regarding the cost basis of contributed assets. The information you provide will be used to prepare information returns required by the IRS and failure to provide information that is, to the best of your knowledge, accurate and complete may result in the imposition of penalties or interest charges by the IRS.

The gift date for the CGA is the date that the Foundation has received both the completed signed Application and assets for the funding of the CGA. Assets are considered received as follows: for cash or checks, on the date of mailing or hand delivery; for securities or mutual funds, on the date received in the Foundation’s account; for actual stock certificates, the date the Foundation received the stock certificate and stock power document. NOTE: A qualified charitable distribution (QCD) from an individual retirement account (IRA) for a CGA requires special handling; please discuss this with a Foundation representative before funding the CGA.

Type and Value of Funding Asset:

\_\_\_\_\_ CASH \$ \_\_\_\_\_ Checks should be payable to Christian Church Foundation, Inc.

\_\_\_\_\_ QCD from IRA \$ \_\_\_\_\_ Requires special handling; please discuss before funding

\_\_\_\_\_ SECURITIES \$ \_\_\_\_\_ Estimated Fair Market Value

Basis and ownership detail is required information. Contributed securities should be held for more than one year; if any of the contributed securities have been held less than one year and a day, this should be discussed with a Foundation representative BEFORE funding the CGA.

Description: \_\_\_\_\_  
\_\_\_\_\_

Basis: \_\_\_\_\_

Date of Acquisition: \_\_\_\_\_

Ownership: Jointly owned by: \_\_\_\_\_  
Solely owned by: \_\_\_\_\_  
Held in trust name (affidavit may be required): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 8: Remainder Charitable Beneficiary:**

When assets are transferred to the Foundation in exchange for an Annuity, a charitable gift is irrevocably made. The Donor’s right to recover those assets is permanently surrendered at the time of the transfer to the Foundation.

After the death of the last surviving Annuitant, the balance of the Annuity, up to a maximum of the estimated gift based on the donor-selected payout rate, will be transferred to the “Remainder Charitable Beneficiary (ies).” The amount that will ultimately be transferred to the Remainder Charitable Beneficiary(ies) will depend on factors including investment results, the lifetime of the Annuitant(s), administrative cost recovery and the possible adverse actuarial or market experience of other charitable gift annuity contracts. It is possible that the original contract amount will be totally used in satisfying the annuity obligation to the Annuitant(s). Any amount in excess of the estimated gift as shown on page 4 will be retained in the gift annuity pool.

Payments to the Annuitant(s) are fixed and will continue regardless of the residual that remains from the original contract amount.

The Remainder Charitable Beneficiary must be at least 51% to an entity that is affiliated with the Christian Church (Disciples of Christ) and/or the Stone-Campbell Movement. Select the charitable beneficiary you would like to benefit:

\_\_\_\_\_ % Christian Church Foundation Permanent Fund  
Fund Name: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Outright distribution to the following charitable organizations: If more than one, indicate the percentage to each.

\_\_\_\_\_ % \_\_\_\_\_  
\_\_\_\_\_ % \_\_\_\_\_  
\_\_\_\_\_ % \_\_\_\_\_

**Notification to Remainder Charitable Beneficiary:**

At the request of the donor(s), the Foundation will notify the Remainder Charitable Beneficiaries that a CGA has been established listing their organization as a beneficiary. The Foundation does not disclose any amounts as a part of this notification.

The Foundation should notify the Remainder Charitable Beneficiary(ies) of your intention to benefit them with this CGA.

\_\_\_\_\_ YES \_\_\_\_\_ NO

**Section 9: Changes to this Agreement**

Changes to the originally designated Remainder Charitable Beneficiary may typically be made if the donor(s) and the Foundation all agree to such change. In all cases, the Remainder Charitable Beneficiary must be at least 51% to an entity that is affiliated with the Christian Church (Disciples of Christ) and/or the Stone-Campbell Movement. In most situations, Annuitants may request early termination of the CGA to accelerate the gift to the Remainder Charitable Beneficiary.

If this Annuity is funded by more than one donor, do you wish to allow the surviving donor the ability to request changes to the Remainder Charitable Beneficiary?

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A

If this Annuity provides for outright distribution to a Remainder Charitable Beneficiary currently affiliated with the Christian Church (Disciples of Christ) and/or the Stone-Campbell Movement, do you wish to redistribute the remainder in the event that such entity ceases to be so affiliated?

\_\_\_\_\_ YES                      \_\_\_\_\_ NO                      \_\_\_\_\_ N/A

\_\_\_\_\_  
\_\_\_\_\_  
Contingent Beneficiary(ies)

Unless instructed otherwise, a distribution to an entity no longer affiliated with the Christian Church (Disciples of Christ), would be made proportionately to any other named beneficiaries or, in the case of a single beneficiary, would be directed to the “Area of Greatest Need” as determined by the Foundation’s Board of Directors.

**Section 10: Certification**

I hereby certify that I have reviewed the foregoing Application for Charitable Gift Annuity Agreement and verified the accuracy of the information provided on my behalf herein. I have verified the birthdates and social security numbers of the Annuitants. I have also reviewed the “Additional Information Regarding the Christian Church Foundation, Inc. and Investment of Charitable Gift Annuity Assets and the State Specific Disclosures.” I understand that my Application for a Charitable Gift Annuity with the Foundation cannot be accepted until **both** this signed Application and the funding asset(s) have been received by the Foundation.

I understand that my gift is irrevocable and that the Annuity Amount is fixed and does not change over time. I understand that the right to the Annuity Amount may be assigned under certain circumstances but cannot be assigned to any person or organization other than the Foundation. I also understand that the Foundation is not a legal, tax, investment or accounting consultant and that I should seek the services of appropriate professional advisors regarding all such matters.

I understand that annuity payments made under this agreement are backed solely by the full faith and credit of the Foundation, are not insured or guaranteed by an insurance company, are not protected by any insurance guaranty association and are not backed in any way by the states or any governmental agency.

Notwithstanding anything herein to the contrary, I acknowledge that the Board of Directors of the Christian Church Foundation, Inc. shall have final authority over the management of any residual gift assets and/or the distributions to the Remainder Charitable Beneficiaries.

\_\_\_\_\_  
Donor Signature                      Printed                      Date

\_\_\_\_\_  
Donor Signature                      Printed                      Date

## **Additional Information Regarding the Christian Church Foundation, Inc. And Investment of Charitable Gift Annuity Assets**

### **The Christian Church Foundation, Inc.:**

The Christian Church Foundation, Inc. (the “Foundation”) is responsible for the administration of the Charitable Gift Annuity program. The Foundation is an Indiana nonprofit corporation affiliated with and identified through its common religious faith with the Christian Church (Disciples of Christ) (“Christian Church”). It was incorporated in Indiana on November 27, 1961. By virtue of its inclusion in the group ruling of the Christian Church, the Foundation is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code (the “Code”), is not a private foundation under Section 509 of the Code, and is organized and operated exclusively for religious, educational, benevolent, and charitable purposes. The Foundation, as a nonprofit corporation, has no shareholders. Its affairs are managed by a Board of Directors consisting of a maximum of twenty-seven elected members and three ex-officio members.

As an administrative unit of the Christian Church, the Foundation seeks to ensure the continuing ministries of the Christian Church by providing opportunities for stewardship of accumulated resources through planned giving. The Foundation is authorized and is engaged primarily in soliciting, receiving, accumulating, distributing, and disbursing funds to support the work and mission of the Christian Church and/or ministries associated with the Stone-Campbell Movement. It receives and manages property and funds in trust or otherwise, for stated purposes. The Foundation also manages its permanent funds and makes distributions therefrom. There are no present, pending or threatened legal proceedings which the Foundation believes may have a material adverse effect on either the operations or financial position of the Foundation. **A copy of the Foundation’s audited financial statements and/or a copy of the Foundation’s Annual Report is available upon request.**

### **Investment of Charitable Gift Annuity Assets:**

One of the factors that distinguishes a Charitable Gift Annuity from other forms of gift instruments offered by the Foundation is that the obligation to pay the Annuity Amount is a general obligation of the Foundation. This means that the Foundation’s obligation to pay the Annuity Amount is backed by all of the Foundation’s unrestricted assets. Assets backing the Foundation’s charitable gift annuity obligation include the funds that the Foundation receives for charitable gift annuities, as well as all unrestricted assets of the Foundation.

All assets received in exchange for a Charitable Gift Annuity are jointly invested. Marketable securities and mutual funds received are sold as soon as practicable. Whenever charitable assets such as these are jointly invested, the Philanthropy Protection Act of 1995 requires charities to provide information to Donors regarding the material operations of the charity and its investment program. This information is provided to you both to help you understand more about the Foundation and to comply with that Act.

The Foundation’s investment of assets is exempt from any requirements of having to register with the Securities and Exchange Commission. In addition, the investment arrangement is not registered under any state securities laws.



Although the Foundation is not required to register its investment arrangements under federal and state securities laws, some states do require charities to register their Charitable Gift Annuities. The Foundation believes that, as of the date of this statement, it has complied with the laws and registration requirements, if any, necessary to offer Charitable Gift Annuities in the District of Columbia and 44 other states. The Foundation does not currently offer Charitable Gift Annuities in Hawaii, New Jersey, New York, Maine, South Dakota and North Dakota and, as of the date of this statement, has not registered in these states.

The Foundation segregates the assets and proceeds received from Donors for Charitable Gift Annuities in a separate fund (the "Annuity Fund"). The Foundation's Annuity Fund at December 31, 2023 totaled slightly over \$6.9 million. Certain states require that the Foundation maintain segregated funds for gift annuity obligations of that state. The Foundation maintains separate gift annuity investments for California, Florida and Tennessee. The Annuity Fund, including the separate gift annuity investments, is invested in high quality mutual funds, demand notes issued by Disciples Church Extension Fund, bank deposit accounts, and other appropriate investments. An updated, detailed listing of the Annuity Fund investments is available upon request. In addition to the Annuity Fund, the Foundation's additional unrestricted assets backing the Charitable Gift Annuity obligation totaled more than \$53 million as shown on the December 31, 2023 audited financial statements.

In certain instances, the Foundation may make the decision to commercially insure all or a portion of the Annuity by using a portion of the assets contributed to purchase a commercial annuity. In that case, it will be necessary for the Foundation to share some of your nonpublic, personal information with insurance companies issuing commercial annuities; however, these insurance companies are obligated to safeguard your nonpublic, personal information similarly to the physical, electronic and procedural safeguards utilized by the Foundation to protect such information.

The investment representations contained in this statement are current as of March 1, 2024. The Foundation reserves the right to change its investment strategy in order to comply with state regulations, adjust to market conditions or to generally improve the performance of investments. All such changes will be made by the Foundation in the exercise of its fiduciary duties to the beneficiaries. To determine further information regarding the Foundation's investments and/or whether any changes have been made since this statement, contact a Foundation representative.

In administering the Charitable Gift Annuity program, the Foundation incurs various direct and indirect costs. In order to recover these costs, the Foundation recovers a monthly administrative charge of 1/12 of 1% of the invested value of the annuity. These administration charges are subject to modification and may be increased or decreased at the sole discretion of the Foundation's Board of Directors. Administration charges do not affect the Annuity Amount paid to the Annuitant(s).

Please consult your legal or tax advisor as you consider a Charitable Gift Annuity. Donors should contact their tax advisors to determine whether a gift tax return should be filed to report their contribution to fund a Charitable Gift Annuity.

### **State Specific Disclosures**

Charitable Gift Annuities offered by the Christian Church Foundation, Inc. ("Foundation") are governed by the laws of the state in which the donor resides at the time the annuity agreement is signed. Certain states have disclosure requirements which are particular to that state. This disclosure page is intended to comply with those requirements. If you live in one of the states noted below, please note the applicable disclosure for your state.

**Alabama:** The payments made under the charitable gift annuity are nonassignable and are backed by the full faith and credit of the Foundation and are not issued or guaranteed by an insurance company or backed in any way by the State of Alabama. If the Foundation should ever fail financially, individuals entitled to receive annuities will qualify as general creditors of the Foundation. Any questions concerning the Foundation's charitable gift annuity program, or requests for information, should be directed to Lori Lucas, Senior Vice President, 800/668-8016, 1099 N. Meridian Street, Suite 700, Indianapolis, IN 46204, [llucas@ccf.disciples.org](mailto:llucas@ccf.disciples.org).

**Arizona:** Neither the state nor the Arizona Department of Insurance have approved or disapproved of the charitable gift annuity offered herein and have not determined whether any information provided to the donor is truthful or complete. This charitable gift annuity is not insurance under the laws of the state of Arizona, is not subject to regulation by the director and is not protected by any state guaranty fund.

**California:** Annuities 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 Guarantee Association.

**Oklahoma:** A charitable gift annuity is not regulated by the Oklahoma Insurance Department and is not protected by a guaranty association affiliated with the Oklahoma Insurance Department.

**Tennessee:** Payments made under a charitable gift annuity are backed solely by the full faith and credit of the organization, are not insured or guaranteed by an insurance company, are not protected by any insurance guaranty association, and are not backed in any way by the State of Tennessee.



P.O. Box 1007
1099 North Meridian Street
Indianapolis, IN 46206-1007
Toll-free number: (800) 668-8016
Office number: (317) 635-3100
Fax number: (317) 635-1991
www.christianchurchfoundation.org

Direct Deposit Authorization

Please attach a voided check or deposit slip below

I/we authorize CHRISTIAN CHURCH FOUNDATION, INC. (Foundation) to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my (our) checking/savings account indicated below and further authorize the Depository below to debit and/or credit the same to such account.

Depository Name
Checking Savings Telephone

Routing No. Account No.

Please apply these instructions for:

- Current charitable gift annuity
All charitable gift annuities with the Foundation
All accounts for which I receive payments from the Foundation

E-mail address for direct deposit notices:

This Authorization is to remain in full force and effect until CHRISTIAN CHURCH FOUNDATION, INC. has received notification from me (either of us) in writing of its termination in such time and in such manner as to afford CHRISTIAN CHURCH FOUNDATION, INC. and Depository a reasonable opportunity to act on it.

Signature Printed Date

Signature Printed Date

ATTACH VOIDED CHECK
OR
DEPOSIT SLIP FROM ACCOUNT HERE