

GIFT LETTER

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This Gift Letter (this "Letter") is made as of [EFFECTIVE DATE] (the "Effective Date") by and between:

[DONOR LEGAL NAME], residing at [DONOR ADDRESS] (the "Donor"); and

[RECIPIENT LEGAL NAME], residing at [RECIPIENT ADDRESS] (the "Recipient").

Donor and Recipient are each a "Party" and together the "Parties."

Recitals. The Donor wishes to make a voluntary, unconditional gift of funds or property to the Recipient (the "Gift"). Lenders, escrow agents, and other third parties frequently require written confirmation that funds provided toward a purchase (for example, a home down payment) are a true gift and not a loan. The Donor provides this Letter to confirm the nature of the Gift and to state that no repayment is expected. In consideration of the Donor's relationship with the Recipient and the mutual statements below, the Parties agree and certify as follows.

1. Description of the Gift

1.1 Amount or property. The Donor is giving the Recipient a Gift consisting of [\$ GIFT AMOUNT in figures and words] in funds [and/or DESCRIBE ANY PROPERTY GIFTED].

1.2 Date of transfer. The Gift was or will be transferred to the Recipient on or about [TRANSFER DATE] by [CHECK / WIRE / OTHER METHOD].

1.3 Source of funds. The gifted funds come from the Donor's own [e.g. checking / savings / investment] account held at [FINANCIAL INSTITUTION], account ending in [LAST 4 DIGITS]. The Donor confirms that the funds are the Donor's own and were lawfully acquired.

1.4 Purpose. The Recipient intends to use the Gift toward [STATE PURPOSE, e.g. the down payment and closing costs for the purchase of the property at PROPERTY ADDRESS]. [If no specific purpose, state that the Gift is unrestricted.]

2. No Repayment Expected

2.1 True gift. The Donor certifies that the Gift is an outright, absolute, and unconditional transfer made out of the Donor's own free will and natural love and affection for the Recipient.

2.2 No obligation to repay. No repayment of the Gift, in whole or in part, is expected or required, whether in cash, services, property, or any other form. The Gift is not a loan.

2.3 No interest or lien. The Donor retains no right, title, claim, lien, or interest in the gifted funds or in any property purchased with them, and the Gift creates no debt owed by the Recipient to the Donor.

3. Relationship of the Parties

3.1 Relationship. The Donor's relationship to the Recipient is [e.g. parent, grandparent, sibling, spouse, domestic partner, relative, friend].

3.2 Disclosure to third parties. The Parties understand that a lender, escrow or title company, or other third party may rely on this Letter to confirm the nature of the Gift, and the Donor authorizes such reliance.

4. Donor's Certifications

4.1 Capacity. The Donor certifies that the Donor is of legal age and sound mind, is acting voluntarily, and is not under any duress or undue influence in making the Gift.

4.2 Solvency. The Donor certifies that making the Gift does not render the Donor unable to pay the Donor's own debts as they come due, to the best of the Donor's knowledge.

4.3 Accuracy. The Donor certifies that the statements in this Letter are true and accurate, and understands that third parties may rely on them.

5. Recipient's Acknowledgment

5.1 Acceptance. The Recipient accepts the Gift and acknowledges that it is an unconditional gift with no obligation of repayment.

5.2 Use of funds. The Recipient may use the Gift for the purpose stated in Section 1.4 or, if no purpose is stated, for any lawful purpose the Recipient chooses.

6. Tax Matters

6.1 No tax advice. Neither Party is providing the other with tax, legal, or financial advice through this Letter.

6.2 Gift-tax responsibility. The Parties understand that gifts above certain thresholds may carry gift-tax reporting or payment obligations under applicable law, that those rules and thresholds change over time and vary by jurisdiction, and that the Donor is responsible for any reporting or tax that applies to the Gift. Each Party is encouraged to consult a qualified tax professional regarding the consequences of the Gift.

7. General Provisions

7.1 Entire agreement. This Letter is the entire understanding between the Parties regarding the Gift and supersedes any prior discussions on its subject.

7.2 Amendment. This Letter may be amended only by a writing signed by both Parties; however, the Donor's certifications as to a completed Gift may not be retracted in a way that contradicts third-party reliance already placed on them.

7.3 Governing law. This Letter is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules.

7.4 Severability. If any provision is unenforceable, the rest remains in effect, and the core certification that the transfer is a gift and not a loan controls.

7.5 Counterparts and electronic signature. This Letter may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one document.

IN WITNESS WHEREOF, the Parties have executed this Letter as of the Effective Date.

DONOR**RECIPIENT**

Signature: _____

Signature: _____

Printed name: **[NAME]**Printed name: **[NAME]**Title (or N/A): **N/A**Title (or N/A): **N/A**

Date: _____

Date: _____

[OPTIONAL — Notary acknowledgment. Some lenders or institutions require this Letter to be notarized. If so, add the notary block your jurisdiction uses.]

State of **[STATE]**, County of **[COUNTY]**. Subscribed and sworn before me this ____ day of _____, 20____.

Notary Public: _____ My commission expires: _____

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