

# Gabelli Funds Transfer on Death Agreement

For assistance with this form, please call 800-GABELLI (422-3554)

## 1. Current Account Registration

Primary Owner \_\_\_\_\_

Social Security # \_\_\_\_\_

Joint Owner (if applicable) \_\_\_\_\_

Social Security # \_\_\_\_\_

Fund Name(s) and Account Number(s) Attach separate sheet if necessary \_\_\_\_\_

## 2. Type of Account *(not applicable for an IRA)*

Individual

Joint

## 3. Beneficiary Designation

By signing below, I/we request that my/our investment in the Gabelli Funds identified above be registered in "transfer on death" form and designate the following person(s) as the one to whom the investment shall pass after I am/we are deceased:

Name of Beneficiary \_\_\_\_\_

Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_

Name of Beneficiary \_\_\_\_\_

Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_

## 4. Please Read and Sign Below

By signing below, I/we also make the following warranties, representations and agreements:

1. Gabelli Funds is not required to re-register the investment in the name of the beneficiary unless it has received such documents as are required to establish that I am deceased/ we are both deceased.
2. Gabelli Funds may re-register the investment in the name of the beneficiary upon receipt of such documents, even if the beneficiary is also deceased. For beneficiaries who are minors, Gabelli Funds may require the appointment of a guardian or conservator as a condition of any distribution.
3. Gabelli Funds is not responsible for determining tax consequences of the decision to register this investment as requested above.
4. I/we agree to hold harmless, indemnify and defend Gabelli Funds for any claim, loss or liability resulting from (a) any breach of any warranty or representation in the Agreement, and (b) any action you take in connection with the registration, re-registration in the name of the beneficiary, and from any distribution thereafter to the beneficiary or for the benefit of the beneficiary as made as requested or authorized under this Agreement.
5. If this Agreement is established under joint tenants with rights of survivorship, under the death of one of the joint owners, ownership shall pass to the surviving owner, and Gabelli Funds may follow the instructions of the survivor with regard to the investment, including, without limitation, instructions to (a) terminate transfer on death registration, (b) change owner or beneficiary, or (c) redeem all or any part of the investment.
6. If I have established this account individually and am married (or established this account jointly and am not married to my joint applicant), my spouse's waiver has been executed below.
7. Gabelli Funds has not provided any legal advice to me, and I agree to obtain the advice of any attorney with regard to the enforceability of this form of registration in my state, and its effect on my estate and tax planning.

Signature of Primary Owner \_\_\_\_\_

Date \_\_\_\_\_

Signature of Joint Owner *(if applicable)* \_\_\_\_\_

Date \_\_\_\_\_

## 5. Spousal Waiver *(if applicable)*

By signing below, I consent to the terms and conditions of this Agreement.

Signature of Spouse \_\_\_\_\_

Name of Spouse (please print) \_\_\_\_\_

Date \_\_\_\_\_

Please mail to: Gabelli Funds, PO Box 8308, Boston, MA 02266 OR use the enclosed Business Reply Envelope.