

**JOINDER AGREEMENT I  
FOR  
THE FAMILY TRUST MASTER TRUST AGREEMENT I**

**THIS IS A LEGAL DOCUMENT. YOU ARE ENCOURAGED TO  
SEEK INDEPENDENT, PROFESSIONAL ADVICE BEFORE SIGNING.**

**A. The undersigned Settlor hereby enrolls in and adopts The Family Trust Master Trust Agreement I dated November 2, 1998, which is incorporated herein by reference.**

**B. Trust account number:**

**C. Settlor:**

**1. Name:**

**2. Address:**

**3. Social Security Number:**

**4. Telephone: day: \_\_\_\_\_ evening:**

**5. Birthdate:**

**6. Relationship to Beneficiary:**

**If there is more than one Settlor, provide the same information on additional pages.**

**D. Beneficiary:**

**1. Name:**

**2. Address:**

**3. Social Security Number:**

**4. Telephone: day: \_\_\_\_\_ evening:**

**5. Birthdate: \_\_\_\_\_**

**6. Place of birth: Hospital:**

**1. City/State:**

**7. Mother's name: \_\_\_\_\_ SSN:**

8. Father's name: \_\_\_\_\_ SSN:  
E. Guardians or Representatives:

**If the Beneficiary has a legal representative (e.g., legal guardian, conservator, representative payee, agent acting under a durable power of attorney, trustee, or other legal representative or fiduciary), what is the name, address, and relationship of such person to the Beneficiary:**

1. Name:
2. Address:
3. Telephone: days: \_\_\_\_\_ evening:
4. Relationship:

**If there is more than one legal representative, provide the same information on additional pages.**

- F. **Primary Representative:**

**Unless the Settlor requests otherwise and until the Settlor is no longer able to serve as such, the Settlor shall be the Beneficiary's Primary Representative. When the Settlor is no longer able to act as the Beneficiary's Primary Representative is, the representative(s) listed under Section E above shall be the Primary Representative (with a court-appointed Guardian, if any, taking precedence). If the person(s) listed in Section E ceases to serve, please list below, in order, the persons that you would like to be successor Primary Representatives:**

**First Alternate:**

1. Name:
2. Address:
3. Telephone: day: \_\_\_\_\_ evening:
4. Relationship:

**Second Alternate:**

1. Name:
2. Address:

3. Telephone: day: \_\_\_\_\_ evening:

4. Relationship:

No Alternates Remaining:

If none of the named Primary Representatives or successors are able to serve, how would you like for the Trustee to select another Primary Representative?

**G. Current Benefits:**

1. Does Beneficiary receive Supplemental Security Income? (SSI)  
If so, how much per month?

2. Does Beneficiary receive Supplemental Security Disability Income (SSDI) \_\_\_\_\_  
If so, how much per month?

3. Does Beneficiary receive Medicare?  
If so, what is the Medicare card number? (if available)

4. Does Beneficiary receive Medicaid?  
If so, what is the Medicaid care number? (if available) \_\_\_\_\_

5. List all other forms of government assistance that the Beneficiary receives:  
(Cash benefits such as Black Lung, MH/MR services, Attendant Care, Office of Vocational Rehabilitation (OVR))

\_\_\_\_\_ Contact person \_\_\_\_\_

\_\_\_\_\_ Contact person

\_\_\_\_\_ Contact Person

\_\_\_\_\_ Contact Person

6. Is the individual in a residential placement outside of their own home or family home? \_\_\_\_\_ If so, who is the residential provider?

Name of Provider:

Address:

Telephone number:

**H. If the Beneficiary is covered under any policy of health insurance, what is the**

**Insurers name and address, and what is the policy number?**

**1. Insurer:**

**2. Address:**

**3. Policy Number:**

**I. If the Beneficiary is covered under any prepaid funeral or burial insurance plan, what is the Insurer's name and address, and what is the policy number?**

**1. Insurer:**

**2. Address:**

**3. Policy Number:**

**J. Disability**

**1. What is the nature of the Beneficiary's disability?**

**2. If the Beneficiary's condition has been medically diagnosed, what is the diagnosis?**

**3. What is the prognosis at this time?**

**K. Distribution of the Remainder upon the Beneficiary's death (or upon early termination of the trust).**

**If there are assets or funds remaining in the Beneficiary's account at the time of the Beneficiary's death, all assets and funds remaining shall be transferred to The Family Trust to be used for the charitable purposes of providing support for individuals with disabilities to live healthy, safe, meaningful and productive lives.**

**Article XIII of the Master Trust Agreement I provides that under certain circumstances an account (or the Trust) may be terminated prior to Beneficiary's death. If the account or the Trust is terminated before the Beneficiary's death, the Trustee will distribute the accounts funds and assets either to the Beneficiary or on behalf of the Beneficiary unless the Trustee in its sole discretion deems such distribution not to be in the Beneficiary's best interest. If the Trustee deems such distribution not to be in the Beneficiary's best interest, how should the funds be distributed?**

\_\_\_\_\_ To the Settlor

\_\_\_\_\_ To the Settlor's Estate

\_\_\_\_\_ To the following designated beneficiaries:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**L. Fees.**

Settlor agrees to pay the fees in accordance with Schedule A that is attached hereto and that may be amended from time to time. If fees are not paid in advance by Settlor, the Trustee is authorized to charge such fees to a Beneficiary's account.

Fees are not refundable.

1. The Trust account will be managed and administered for the benefit of the Beneficiary.
2. Pending the preparation of the Case Assessment and Supplemental Needs Plan for the Beneficiary, disbursements for any non-support items for the benefit of the Beneficiary may be made when, in the discretion of the Trustee, such supplemental needs are not being provided by any public agency, or are not otherwise being provided by any other source of income available to the Beneficiary.

**M. Distributions from Trust Account**

The Settlor acknowledges that all distributions are at the Trustee's sole and absolute discretion. With this in mind, the Settlor expresses the following desires as to how funds in the trust account may be used.

Settlor's Initials

**Types of Expenditures:**

\_\_\_ Supplemental or incidental medical or dental expenses in excess of those provided to Beneficiary through government assistance programs.

\_\_\_ Training or education in excess of those provided to Beneficiary through

government assistance programs.

- **Social services, including personal visits and monitoring of placement, programs and activities, in excess of those provided to Beneficiary through government assistance programs.**
- **Clothing and other personal items in excess of those provided to Beneficiary through government assistance programs.**
- **Birthday and holiday presents.**
- **Recreation, entertainment, family visits, vacations and travel in excess of those provided to Beneficiary through public assistance programs.**
- **Equipment in excess of that provided to Beneficiary through public assistance programs.**
- **Aides or companions and assistance for independent living in excess of that provided to Beneficiary through public assistance programs.**

**N. Miscellaneous:**

- 1. The provisions of this Joinder Agreement may be amended as the Settlor and the Trustee may jointly agree, so long as any such amendment is consistent with The Family Trust Master Trust Agreement I and the then-applicable law. Provided, however, that after an account is funded, the Settlor may not revoke a transfer nor amend items D or K of this Joinder Agreement.**
- 2. Taxes:**
  - a. The Settlor acknowledges that the Trustee has made no representation to the Settlor that contributions to the Trust are deductible as charitable gifts, or otherwise.**
  - b. The Settlor acknowledges that Trustee has made no representations as to the gift or tax consequences or directing funds to the Trust and has recommended that the Settlor seek independent legal advice.**
  - c. Trust account income, whether paid in cash or distributed in other property, may be taxable to the Beneficiary subject to applicable exemptions and deductions. Professional tax advice is recommended.**
  - d. Trust account income may be taxable to the Trust, and when this is the case, such taxes shall be payable from the applicable Trust accounts.**

- 3. The Trust managed by the Trustee is a pooled trust, in conformity with the provisions of 42 U.S.C. 1396p, amended August 10, 1993, by the Omnibus Budget Reconciliation Act of 1993. To the extent there is conflict between the terms of this Trust and the governing law, the law and regulations shall control.**

**O. Acknowledgment by Settlor:**

**Each Settlor acknowledges that he or she has been advised to have Master Trust Agreement I and this Joinder Agreement reviewed by his or her attorney prior to the execution of this Joinder Agreement.**

**The Trustee, its agents and employees, as well as its agents and employees' heirs and legal personal representatives, shall not in any event be liable to any Settlor or Beneficiary or any other party for its acts as Trustee so long as the Trustee acts reasonably and in good faith.**

**Each Settlor recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to governmental benefits and each Settlor agrees that the Trustee will not in any event be liable for any loss of benefits as long as the Trustee acts in good faith.**

**Each Settlor acknowledges and agrees that the Trustee, its agents and employees, as well as its agents and employees, heirs and legal and personal representatives, shall not in any event be liable to any Settlor or Beneficiary or any other party for its acts as Trustee so long as the Trustee acts reasonably and in good faith.**

**Each Settlor acknowledges that upon execution of the Joinder Agreement by Settlor and the Trustee, and the funding of an account for a Beneficiary, that this Trust, as to the Settlor and the Beneficiary, is irrevocable. Each Settlor acknowledges that after the funding of an account, the Settlor shall have no further interest in and does thereby relinquish and release all rights in, control over, and all incidents of interest of any kind or nature in and to the contributed assets and all income thereon.**

**Each Settlor represents, warrants and agrees that he or she has not been provided, nor is he or she relying upon, any representation of or any legal advice by The Family Trust in deciding to execute this Joinder Agreement.**

**Each Settlor further represents, warrants, and agrees:**

- 1. That he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed;**
- 2. That if he or she has not had the Master Trust Agreement I or the Joinder**

Agreement reviewed by his or her own attorney, that he or she voluntarily waives and relinquishes such right;

3. That he or she has been provided a true and correct copy of the Master Trust Agreement I and this Joinder Agreement prior to the signing of this Joinder Agreement;
4. That he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments; and
5. That The Family Trust or its designee is the Remainder Beneficiary of the account established hereby upon the death of the Beneficiary.

**IN WITNESS WHEREOF**, the undersigned Settlor(s) have reviewed and signed this Joinder Agreement, understand it and agree to be bound by its terms, and the Trustee has accepted this Joinder Agreement, the parties hereby execute this Joinder Agreement to be effective as of:

the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Settlor**

**Settlor**

**The Family Trust**

**BY:**

**NAME:**

**TITLE:**

