



**AGED THIRD-PARTY
SUPPLEMENTAL NEEDS TRUST**

JOINDER AGREEMENT

FOR

BENEFICIARY/GRANTOR

ADVOCATES & GUARDIANS FOR THE ELDERLY & DISABLED, Inc.

1607 Cherrywood Lane

Longwood, FL 32750

Telephone (407) 682-4111

Fax (407) 682-5511

**ADVOCATES & GUARDIANS FOR THE ELDERLY & DISABLED
THIRD PARTY SUPPLEMENTAL NEEDS TRUST
ASSET JOINDER AGREEMENT**

Trust IBA No. _____	Acceptance Date: _____, 20_____
State: _____	Amendment Filed: <input type="checkbox"/> Yes <input type="checkbox"/> No
	Date Filed: _____

By this Joinder Agreement, on the _____ day of _____, 20_____ the undersigned hereby enrolls in and adopts the AGED THIRD PARTY SUPPLEMENTAL NEEDS MASTER TRUST, a copy of which has been received and incorporated herein by reference and hereinafter referred to as the "Trust":

Please answer all questions in this Joinder Agreement. If a question does not apply, insert "N/A" as your answer. Also please place a checkmark in all applicable boxes.

1. Definitions

The terms used in this Agreement shall have the same meanings as set forth in the Master Trust.

2. Grantor:

Name: _____
 Address: _____

 Daytime Phone: _____ Evening Phone: _____
 Social Security Number: _____
 Email address: _____

3. Beneficiary:

Name: _____
 Address: _____

 U.S. Citizen: Yes No State of Residence: _____
 Green Card: Yes No Other: _____
 Social Security Number: _____
 Daytime Phone: _____ Evening Phone: _____
 Date of Birth: _____ Age: _____
 Is the Beneficiary a minor or incapacitated? Yes No

4. Contribution to Trust

A minimum contribution is required to open/maintain the *Individual Beneficiary Account* (IBA). Amounts may vary due to cost of living increases

Lump Sum Contribution: Amount: \$ _____
 Other Arrangement: (Provide details) _____

5. Beneficiary Advocate

Relationship: Beneficiary Grantor Parent Grandparent
 Guardian Attorney-in-Fact Other Person _____

Name _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

Co-Beneficiary Advocate:

None

Relationship: Beneficiary Grantor Parent Grandparent
 Guardian Attorney-in-Fact Other Person _____

Name _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

Successor Beneficiary Advocate:

Relationship: Beneficiary Grantor Parent Grandparent
 Guardian Attorney-in-Fact Other Person _____

Name _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

(If no Beneficiary Advocate is named or able to serve, A.G.E.D. and/or the Trustee may select and appoint a Successor Beneficiary Advocate. However, if a Trust Beneficiary becomes incapacitated and a guardian is appointed, the guardian will be given preference as the Beneficiary Advocate.)

6. Beneficiary's Current Benefits

None

Intend to apply for: SSI Medicaid Medical Benefit Medicaid Nursing Home Benefit

Supplemental Security Income ("SSI") N/A

Monthly Amount: \$ _____ Claim Number: _____

- Beneficiary's Spouse (if any) Does Does Not Receive SSI N/A
Monthly Amount: \$ _____ Claim Number: _____
- Medicaid Benefits N/A
Describe Program(s) _____
Monthly Amount: \$ _____ Claim Number: _____
- Beneficiary's Spouse (if any): Does Does Not Receive Medicaid Benefits N/A
Describe Program(s) _____
Monthly Amount: \$ _____ Claim Number: _____
- Social Security Disability Insurance ("SSDI") N/A
Monthly Amount: \$ _____ Claim Number: _____
- Social Security Retirement N/A
Monthly Amount: \$ _____ Claim Number: _____
- Section 8 Housing N/A
- Other forms of Government Assistance or Benefits received by the Beneficiary, the Beneficiary's Spouse or some other family member living in the same household:
- N/A

Benefit	Claim No.	Source
_____	_____	_____
_____	_____	_____

7. Distribution of Remainder Upon Termination of Beneficiary's IBA

a. Termination after the Death of a Beneficiary. Upon the death of a Trust Beneficiary, verified by a copy of the deceased Beneficiary's death certificate, any amounts that will remain in a deceased Beneficiary's IBA shall be distributed under one of the following options:

- One hundred percent (100%) shall be retained by the Trust as surplus Trust property and administered and distributed by the Trustee in its sole and absolute discretion as provided in the Master Trust.
- _____ % (Minimum of Five Percent (5%)) shall be retained by the Trust as surplus Trust property and administered and distributed by the Trustee in its sole and absolute discretion as provided in the Master Trust.

Any assets not retained as surplus Trust property shall be administered and distributed as provided in Article Six of the Trust. Any assets remaining after such administration shall be distributed to the Final Remainder Beneficiaries named in paragraph 7.b.

b. Final Remainder Beneficiaries. After all payments have been made from the deceased Beneficiary's IBA as provided in paragraph 7.a. of this Agreement and Article Six of the Trust, all remaining assets shall be distributed to the Final Remainder Beneficiaries as provided below.

If a Final Remainder Beneficiary is deceased at the time of distribution, the funds that would have been distributed to that Final Remainder Beneficiary will instead be distributed to the named contingent beneficiary. If no contingent beneficiary is named, the distribution shall be divided equally among the remaining beneficiaries named in paragraph 7.b., if any. If no other beneficiaries are then living, all remaining assets shall be retained by the Trust.

If the Trustee is required to locate Final Remainder Beneficiaries, Grantor agrees that the Trustee may recover its reasonable costs and expenses associated with locating Final Remainder Beneficiaries. If the Trustee is unable to locate any Final Remainder Beneficiary within a reasonable time and after diligent search, he or she shall be deemed to have predeceased the Grantor and the remaining amount shall instead be distributed to the named contingent beneficiary. If no contingent beneficiary is named, the distribution shall be divided equally among the remaining beneficiaries named in paragraph 7.b., if any. If no other beneficiaries are then living, all remaining assets shall be retained by the Trust

A Final Beneficiary or Beneficiaries should seek advice about the tax, and any applicable Government Assistance program ramifications of any particular distribution before a distribution is made from the amounts retained in the Trust Beneficiary's IBA.

The Final Remainder Beneficiaries shall be:

- Not Applicable – 100% Retention by Trust was selected above.
- Named Individuals as follows: *(Note: The total of all distribution percentages must equal %100)*

Distribution Percentage: ____%

Name: _____

Address: _____

SSN: _____ Date of Birth: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

If above named beneficiary is deceased, distribute to Contingent Beneficiary, if any:

Name: _____

Address: _____

SSN: _____ Date of Birth: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

Special instructions, if any (subject to Trustee approval): _____

Distribution Percentage: ____%

Name: _____

Address: _____

SSN: _____ Date of Birth: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

If above named beneficiary is deceased, distribute to Contingent Beneficiary, if any:

Name: _____

Address: _____

SSN: _____ Date of Birth: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

Special instructions, if any (subject to Trustee approval): _____

Distribution Percentage: ____%

Name: _____

Address: _____

SSN: _____ Date of Birth: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

If above named beneficiary is deceased, distribute to Contingent Beneficiary, if any:

Name: _____

Address: _____

SSN: _____ Date of Birth: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

Special instructions, if any (subject to Trustee approval): _____

Distribution Percentage: ____%

Name: _____

Address: _____

SSN: _____ Date of Birth: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

If above named beneficiary is deceased, distribute to Contingent Beneficiary, if any:

Name: _____

Address: _____

SSN: _____ Date of Birth: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

Special instructions, if any (subject to Trustee approval): _____

Distribution Percentage: ____%

Name: _____

Address: _____

SSN: _____ Date of Birth: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

If above named beneficiary is deceased, distribute to Contingent Beneficiary, if any:

Name: _____

Address: _____

SSN: _____ Date of Birth: _____

Daytime Phone: _____ Evening Phone: _____

Cell: _____ Fax: _____

E-Mail: _____

Special instructions, if any (subject to Trustee approval): _____

8. Amendments to Joinder Agreement

The provisions of this Joinder Agreement are not subject to amendment by the Grantor, Beneficiary and/or Beneficiary Advocate. Provided, however, that the Grantor shall, during its lifetime, have the right to change the Beneficiary Advocate (as provided in paragraph 5 of this Joinder Agreement), as well as the right to change the Final Remainder Beneficiary named in paragraph 7.b. of this Joinder Agreement. In addition, the Trustee may, from time to time, amend this Joinder Agreement upon 30 days written notice to the Grantor, Beneficiary and/or Beneficiary Advocate, as may be applicable for the purpose of the administration and construction of the provisions of the Joinder Agreement and to comply with state and federal law. An amendment made for the purpose of complying with a state/federal law and/or requirements of a specific government agency may be accomplished by a formal amendment or by an addendum to the Joinder Agreement. There may be some states, however, in which the Trust will not be able to be used because of the laws of that state or the requirements of a government agency in that state.

9. Taxes

The Trustee has made no representation as to the estate, gift or income tax consequences affecting funds contributed or gifted to the Trust. To the extent that a Trust beneficiary's income is taxable to their IBA trust account, such taxes may be payable directly from the IBA causing such taxation. Independent legal and professional tax advice is recommended.

10. Final Remainder Beneficiaries

The Final Remainder Beneficiaries shall be as set forth in Section 7.b., above. Notwithstanding the foregoing, the Final Remainder Beneficiaries will only be entitled to a distribution from the Beneficiary's IBA after all amounts have been paid to or for the Trust as provided in Article Six of the Master Trust.

11. Money Managers

The Trustee in its sole discretion may, without the consent of the Grantor, Beneficiary and/or Beneficiary Advocate, recruit, select, engage, terminate, and change one or more individuals or financial organizations to provide investment advice and management of the assets in each IBA in accordance with federal and state law.

12. Fees and Charges Payable to A.G.E.D and Trustee

The Grantor and Beneficiary agrees to pay those fees and charges each month for the administration of Trust Beneficiary's IBA (and other charges that may be required from time to time) in accordance with the attached Trust Fee Agreement between A.G.E.D. and the Trust Beneficiary or on behalf of the Trust Beneficiary. The Trustee is authorized to pay such fees and expenses from the Trust Beneficiary's IBA to A.G.E.D. and itself.

13. Disbursements from the Individual Benefit Account

The IBA will be managed and administered for the sole benefit of each Trust Beneficiary, but the investments of the IBA may, in the sole discretion of A.G.E.D. and the trustee, be pooled with other Trust IBA's. Disbursements for any non-support items for the benefit of the Beneficiary may be made when a Beneficiary Advocate believes such supplemental needs are not being provided by any public or government agency, or are not otherwise being provided from any other source available to the Beneficiary, but subject to the discretion of the Trustee. The Grantor recognizes that disbursements are discretionary by the Trustee. With this in mind, the Grantor expresses the following desires as to how funds in a Beneficiary's Trust IBA might be used:

- None
- Supplemental Services as described in the Trust.
- Specific Supplemental Services Requested below:

- Other Requirements: _____
- _____

Amount of estimated monthly disbursements that will be needed:

- None.
 - \$_____ a month for the purpose(s) of: _____
- _____

- Requests will be made on an as needed basis.

14. Acknowledgments

The Grantor/Beneficiary, individually, and on behalf of the Beneficiary (the "Parties") acknowledge and agree that:

- a) They have received copies of the Master Trust and this Joinder Agreement, and have been advised to have these documents reviewed by an independent attorney representing Grantor/Beneficiary's best interests.
- b) The Parties acknowledge that neither A.G.E.D. nor the Trustee are licensed or skilled in the field of social services. They further acknowledge and agree that A.G.E.D. and the Trustee may conclusively rely upon the representations of the Parties and the Beneficiary Advocate, and/or other persons that may give assistance to the Trustee to identify programs that may be of social, financial, developmental, health care or other assistance to or for the benefit of the Beneficiary.
- c) The Parties recognize and acknowledge the uncertainty and changing nature of the guidelines, laws, regulations and rules pertaining to government assistance benefits. They each agree that the Trustee will not in any event be liable for any loss of benefits as long as the Trustee acts in good faith.

- d) The Parties acknowledge and agree that A.G.E.D, the Trustee, its officers, directors, advisory council, employees, agents and their heirs, legal representatives, successors and assigns (hereinafter referred to as “Qualified Persons”) shall not in any event be liable to the Parties or any other person for their acts as long as their acts are reasonable and made in good faith.
- e) The Parties acknowledge that upon execution of this Joinder Agreement by the Parties and the funding of the IBA for the Trust Beneficiary, the contribution is irrevocable. The Parties further acknowledge that after the funding of an IBA, they shall have no further interest in and do thereby relinquish and release all rights in, to, control over, and all incidents of ownership and interest of any kind or nature in and to the contributed assets and all income thereon.

15. Addendum or Addenda Attached

Yes No Describe: _____

16. Representations of the Parties

The Parties represent, warrant and agree that:

- a) The Parties have not been provided nor are they relying upon any representation of or any legal advice given by A.G.E.D. or the Trustee in deciding to execute this Joinder Agreement, but have obtained independent legal advice.
- b) The Parties have entered into this Joinder Agreement voluntarily as their own free act and deed, and;
- c) If the Parties have not had the Master Trust and the Joinder Agreement reviewed by an independent attorney, they have voluntarily waived and relinquished such right;

17. Miscellaneous

The Parties also acknowledge the following:

- a) Receipt of a true and correct copy of the Master Trust and this Joinder Agreement;
- b) They have reviewed and understand the legal, economic and tax effects of the Master Trust and Joinder Agreement; and

18. Effective Date

The effective date of this Joinder Agreement shall be the date on which the Joinder Agreement is accepted by A.G.E.D. Provided, however, if a contribution is not received by the Trustee, A.G.E.D. shall have the right to rescind its acceptance and its obligations under the Master Trust and the Joinder Agreement shall be cancelled, without further obligation on its part. Upon cancellation, all fees due and payable shall have been paid in full.

IN WITNESS WHEREOF, the undersigned Grantor has reviewed and signed this Joinder Agreement, understands it and agrees to be bound by its terms. A.G.E.D. has signed this Joinder Agreement effective on the date as first above written.

Witnesses:

Grantor:

Sign _____
Print Name _____
Sign _____
Print Name _____

Sign _____
Print Name _____
Address _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200 ____ by, _____ who is personally known to me or who has produced _____, as identification.

Sign _____
Print _____
Notary Public, State of _____
My commission expires:

(Seal)

Witnesses:

Advocates & Guardians For the Elderly & Disabled Inc., Trustee

Sign _____
Print Name _____
Sign _____
Print Name _____

Sign _____
Print Name _____
Title _____
1607 Cherrywood Lane
Longwood, FL 32750

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, _____ of the ADVOCATES & GUARDIANS FOR THE ELDERLY & DISABLED, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Sign _____
Print _____
Notary Public, State of Florida
My commission expires:

(Seal)