

Trust sub-account number: \_\_\_\_\_ Acceptance Date: \_\_\_\_\_

These Blanks to be Completed by the Trustee, version 3.0

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## **THIRD-PARTY GUARDIAN SPECIAL NEEDS TRUST JOINDER AGREEMENT**

*This is a legal document. You are encouraged to seek independent, legal advice before signing this document.*

The undersigned Grantor, in consideration of the mutual covenants, promises, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby enrolls in and adopts the Guardian Special Needs Trust (the “Trust”), executed by The Guardian Trust Foundation, Inc. (the “Trustee”), and dated May 27, 2015, which is attached as Exhibit “A” and incorporated into this document by reference. The effect of joining the Trust through this Guardian Special Needs Trust Joinder Agreement (the “Agreement”) shall be to establish a Trust sub-account for the Beneficiary designated herein. This agreement, and the Trust sub-account created hereunder, shall be irrevocable upon acceptance of the Agreement by the Trustee.

### **Article 1 Definitions**

Terms used in this Agreement shall have the same meanings as set forth in the Trust.

### **Article 2 Distributions From Trust Sub-account During Life of Beneficiary**

The Grantor acknowledges that upon signing this Agreement and funding the Beneficiary’s Trust sub-account, the Grantor shall have no further interest in and does thereby relinquish and release all rights in control over and all incidents of ownership in the contributed assets and any income thereafter generated in the contributed assets. Distributions from the Beneficiary’s Trust sub-account may be made during the life of the Beneficiary in accordance with the provisions of Trust.

### **Article 3 Distributions Upon the Beneficiary’s Death**

Any assets that remain in the Beneficiary’s Trust sub-account at the Beneficiary’s death shall be further administered as per Article 6 of the Trust. The Grantor acknowledges that any assets to be distributed under Article 6 paragraph 6.3 of the Trust shall be distributed to those remaindermen indicated in Exhibit “B” of this Agreement.

## **Article 4**

### **Trustee Compensation**

The Trustee shall be entitled to compensation for its services as per Article 9 of the Trust. Grantor hereby acknowledges that the Trustee's current fee schedule is attached as Exhibit "E" of this Joinder Agreement, and may be amended from time to time.

## **Article 5**

### **Miscellaneous Provisions**

- 5.01 Qualification for Programs. Grantor acknowledges that the Trustee has no duty to seek out programs of government assistance for the Beneficiary. Grantor and legal representatives of the Beneficiary will identify programs that may be of social, financial, developmental or other assistance to the Beneficiary and pursue qualification on behalf of the Beneficiary.
- 5.02 Irrevocability. The provisions of this Agreement may not be amended or modified by the Grantor, Trustee or Beneficiary.
- 5.03 Indemnification. The Grantor agrees to indemnify and hold harmless the Trustee, its agents and employees, for actions taken on behalf of the Beneficiary so long as the Trustee acted reasonably and in good faith. Grantor recognizes and acknowledges the uncertainty and changing nature of laws, regulations, policies and procedures relating to government assistance and the Trustee will not in any event be held liable for any loss of benefits as long as the Trustee acted in good faith.
- 5.04 Tax Treatment. The Grantor acknowledges that the Trustee has made no representations to the Grantor that contributions to the Trust are deductible as charitable gifts, or otherwise. The Grantor acknowledges that the Trustee has made no representations as to the gift or income tax consequences affecting funds contributed to the Trust. The Trust sub-account income may be taxable to the Beneficiary, subject to applicable exemptions and deductions. Professional tax advice is recommended. The Trust sub-account income may be taxable to the Trust, and when this is the case, such taxes may be payable directly from the Trust sub-account causing such taxation.
- 5.05 Governing Law. This Agreement is created and shall be construed under the laws of the State of Florida and of the United States of America.
- 5.06 Dispute Resolution. Any dispute which may arise between the parties hereto, including the Beneficiary, concerning any matter related to or arising from this Agreement or the Trust, shall be resolved exclusively by binding arbitration between the parties. Said arbitration shall be conducted pursuant to the then-existing arbitration rules of the American Arbitration Association. The arbitration

shall be conducted in Clearwater, Florida, at a location to be designated by the arbitrator(s).

- 5.07 Full and Complete Disclosure. The Grantor recognizes that the Grantor must provide complete and accurate contact information regarding the Grantor, the Beneficiary and remaindermen at all times. Any change in circumstances that might affect the Beneficiary, this Trust, the duties of the Trustee as those duties pertain to the Beneficiary, including the death of a Beneficiary, must be reported as soon as possible. Grantor acknowledges that the Trustee will administer the Trust for the Beneficiary based on information that the Grantor provides.
- 5.08 Agreement Constitutes Entire Understanding Between Parties. This Agreement, together with attached Exhibits, which are incorporated herein by reference, constitutes the entire understanding between the parties. No promises, agreements or representations, expressed or implied, have been made, except those contained in this writing, and all corrections and additions hereto shall be in writing, specifically designated as an addition or amendment to this Agreement, and signed by the parties.
- 5.09 Opportunity to Seek Legal Counsel. The Grantor hereby acknowledges that the Grantor has reviewed this Agreement and fully understands its terms; has been advised to, and has been given the opportunity to, seek the advice of independent legal counsel concerning this Agreement, agrees to be bound by the terms of this Agreement; and is not executing this Agreement because of any promises, covenants or representations other than those contained in this Agreement and the Trust. Grantor further acknowledges that neither the Non-Profit Trustee, a Co-Trustee, if any, nor any of their employees or agents, have offered or given the Grantor or any Beneficiary any legal advice regarding the Joinder Agreement or the Trust regarding the suitability of the Joinder Agreement or the Trust as it may apply to Grantor's or any Beneficiary's particular circumstances.
- 5.10 Severability. The invalidity or unenforceability of any provision of this Agreement, or the application thereof to any person or circumstance, in any jurisdiction shall in no way impair, affect or prejudice the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, or the application thereof to other persons and circumstances, in any other jurisdiction.
- 5.11 Headings. The headings, titles and subtitles herein are inserted solely for convenient reference and shall be ignored in any construction hereof.

IN WITNESS WHEREOF, the undersigned Grantor has signed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the Trustee has accepted and signed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (to be completed by Trustee).

GRANTOR’S SIGNATURE

WITNESS SIGNATURES (2)

\_\_\_\_\_  
Grantor Signature

1. \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Grantor Printed Name

\_\_\_\_\_  
Witness 1 Printed Name

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

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

2. \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness 2 Printed Name

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who [ ] is personally known by me, or who [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

**Guardian Trust Foundation, Inc.**

**WITNESS SIGNATURES (2)**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Address:  
Guardian Trust Foundation, Inc.  
901 Chestnut Street, Suite C  
Clearwater, FL 33756

1. \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

Address:  
901 Chestnut Street, Ste. C  
Clearwater, FL 33756

2. \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

Address:  
901 Chestnut Street, Ste. C  
Clearwater, FL 33756

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_ who [ ] is personally known by me, or who [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

**EXHIBIT “A”**

**DECLARATION OF TRUST OF  
THIRD-PARTY GUARDIAN SPECIAL NEEDS TRUST  
GOES HERE**

**Exhibit "B"**  
**Grantor and Beneficiary Information**

**Grantor Information**

Grantor Name:  Mr./ Ms. \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (day) number: \_\_\_\_\_ Cell number: \_\_\_\_\_

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

Relationship To Beneficiary: \_\_\_\_\_

**Beneficiary Information**

Beneficiary Name:  Mr./ Ms. \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (day) number: \_\_\_\_\_

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

Date of Birth: \_\_\_\_\_ Email Address: \_\_\_\_\_

Medicaid Number (if any): \_\_\_\_\_

**Grantor's Attorney Information**

Attorney Name:  Mr./ Ms. \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Alternate Number: \_\_\_\_\_

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

If the Beneficiary has a legal representative (such as a legal guardian, conservator, representative payee, power of attorney or other agent) please provide the following information (if same as Grantor, please indicate):

Name:  Mr./ Ms. \_\_\_\_\_

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

Telephone: (day) \_\_\_\_\_ (cell) \_\_\_\_\_

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

Relationship: \_\_\_\_\_

What is the Beneficiary's disability? Also, if the Beneficiary's condition has been medically diagnosed, what is the diagnosis?

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What is the Beneficiary's current Prognosis?

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### **Insurance Information**

If the Beneficiary is covered under any policy of private health care insurance, please provide the following:

Insuring Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

If the Beneficiary is covered under any prepaid funeral or burial insurance, please provide the following:

Company: \_\_\_\_\_

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

\_\_\_\_\_

Policy Number: \_\_\_\_\_

### Government Assistance

Please indicate all forms of government assistance that the Beneficiary receives **or is applying for** and the amounts received per month. If you are not sure, please attach a copy of your award notice from Social Security or your State Medicaid agency.

Social Security Retirement.....	Yes _____	No _____	Amount \$ _____
Social Security Disability Insurance (SSDI).....	Yes _____	No _____	Amount \$ _____
Disabled Adult Child (DAC) or Childhood Disability Benefits (CDB)	Yes _____	No _____	Amount \$ _____
Supplemental Security Income (SSI) .....	Yes: Amount \$ _____	No _____	Applying for _____
Institutional Care or Statewide Medicaid Managed Care Program for Long Term Care (SMMC-LTC, Nursing Home Care)...	Yes _____	No _____	Applying for _____
Home or Community Based Medicaid Waiver Programs...	Yes _____	No _____	Applying for _____
PACE.....	Yes _____	No _____	Applying for _____
Medically Needy Program.....	Yes _____	No _____	Applying for _____
Statewide Medicaid Managed Care Program – Managed Medical Assistance (SMMC-MMA).....	Yes _____	No _____	Applying for _____
Optional State Supplementation (OSS).....	Yes _____	No _____	Applying for _____
Home Care for the Elderly and Disabled (HCE/DA).....	Yes _____	No _____	Applying for _____
Food Assistance.....	Yes _____	No _____	Applying for _____
Veteran’s Benefits..... (Aid and Attendance)	Yes _____	No _____	Applying for _____
Qualified Medicare Beneficiaries (QMB), Special Low-Income Medicare Beneficiaries (SLMB) or Qualifying Individuals 1 (QI1).....	Yes _____	No _____	Applying for _____

List **any other** government assistance that the Beneficiary receives or has applied for:

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Does the trust beneficiary own a home?  YES  NO

If yes, please provide the address:

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Does the trust beneficiary own a vehicle?  YES  NO

Is the trust beneficiary married?  YES  NO

If yes, please provide the spouse's name: \_\_\_\_\_

Does the beneficiary have minor children?  YES  NO

If yes, please provide their names and date of birth:

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### Remaindermen

The Grantor hereby designates the following persons as remaindermen of the Beneficiary's Trust sub-account, and, unless otherwise indicated, all remaindermen shall take in equal shares, per capita. **Please provide full legal name, address and telephone:**

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### Who Referred You Us:

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

Address/Phone: \_\_\_\_\_



C) If possible, please provide the name and address of anyone who can be consulted if reassessing the Beneficiary's supplemental needs becomes useful or necessary in the future. Examples might include family members, a care manager, or even a care management company. *Please indicate whether you would like for each person to be able to request distributions.*

Name:  Mr./ Ms. \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Relationship: \_\_\_\_\_

Able to request distributions: **YES**  **NO**

Name:  Mr./ Ms. \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Relationship: \_\_\_\_\_

Able to request distributions: **YES**  **NO**

Name:  Mr./ Ms. \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Relationship: \_\_\_\_\_

Able to request distributions: **YES**  **NO**

**Exhibit "D"**

**Understanding Regarding Legal Advice and Distributions from Trust**

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BY MY SIGNATURE below, I understand and acknowledge that:

- 1) Neither the Non-Profit Trustee, the Co-Trustees, nor any of their employees or agents, have offered or given me any legal advice regarding the Joinder Agreement or the Trust, the suitability of the Joinder Agreement or the Trust as it may apply to my particular circumstances or to the particular circumstances of the Beneficiary;
- 2) I understand there will be limitations on how funds may be utilized, including the fact that no payments may be made directly to a Beneficiary and all distributions must directly benefit the Beneficiary (no gifting);
- 3) Each request for a distribution must be accompanied by a distribution request form (provided in the Welcome Packet) and a bill or a receipt for the expenditure that benefits the Beneficiary;
- 4) If the Beneficiary is receiving Supplemental Security Income (SSI) there will be additional restrictions regarding distributions which will be detailed in the Welcome Packet;
- 5) If I request that an individual be paid for services rendered to the Beneficiary, and the individual providing these services is not in the routine business of providing such services, then there will be specific accounting, tax, employment and reporting requirements associated with such employment pursuant to state and federal law; and
- 6) I have been encouraged to, and have had a full, complete, and fair opportunity to, seek independent tax and legal counsel.

Dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Grantor

**EXHIBIT “E”**

**TRUSTEE’S FEE SCHEDULE**

1. Administrative Fee. There is a one-time \$500.00 enrollment fee which will be deducted from the initial deposit. The account will also automatically be charged an annual administrative fee, at the effective fee rate based on the following schedule:

2.5%	On the First \$250,000
2.0%	On the next \$250,000 (amounts between \$250,001 - \$500,000)
1.5%	On the next \$500,000 (amounts between (\$500,001 - \$1,000,000)
1.0%	On the next \$1,000,000 (amounts between (\$1,000,001 - \$2,000,000)
0.8%	On the next \$1,000,000 (amounts between (\$2,000,001 - \$3,000,000)
0.6%	On all amounts over \$3,000,000

This fee is paid annually in advance and includes Trustee services, investment advisory services and accounting services.

- a. Subsequent deposits will be assessed a fee corresponding to the account balance after the deposit is made. Subsequent deposits may be subject to a reduced fee.
  - b. There may be an additional fee for individual money management, accounting services, legal services, or the management of unique assets such as real property or mineral interests.
  - c. Upon the death of a Beneficiary, a \$500 closing fee will be assessed.
2. Submission. Please scan and email the completed Joinder Agreement to **Info@guardiantrusts.org** or fax to (727) 754-5948.  
**We do not need the original joinder agreement mailed to our office.**

Funding checks for the Beneficiary’s pooled trust account can be mailed to our office at:

Guardian Trust  
901 Chestnut Street, Suite C  
Clearwater, FL 33756

**Please make check payable to: Guardian Special Needs Trust  
Place the Beneficiary’s name in the memo section of the check.**

Electronic deposit instructions can be obtained by calling the office at (727) 210-1185. Please note that we can only accept liquid assets/cash into the Guardian Special Needs Trust.

3. Welcome Packet. Upon acceptance into the Guardian Special Needs Trust the Beneficiary or his or her legal representative will receive a receipt and Welcome Packet containing a copy of the fully executed Joinder Agreement for use in properly reporting the establishment of the Trust sub-account to the appropriate government agency(ies), as well as additional instructions for requesting distributions and blank Distribution Request Forms. A “Welcome Call” will also be scheduled.