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## **THE GUARDIAN SPECIAL NEEDS TRUST JOINDER AGREEMENT**

*This is a legal document. You are encouraged to seek independent, professional 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 National Non-Profit for Americans with Disabilities, Inc. (the "Trustee"), and dated December 17, 2009, establishing the Trust, 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 further, Grantor and Trustee hereby agree that Trustee's fees and expenses shall be compensated as per Exhibit "E" herein, and under the terms of Article 9 of the Trust.

## **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 to the Trust. The Trust sub-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. 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-obtaining 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. As well, 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 Beneficiaries 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

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

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

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

WITNESS SIGNATURES (2)

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

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

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

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who [ ] is personally known by me, or who [ ] produced \_\_\_\_\_ as identification.

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

(seal)

**The National Non-Profit  
for Americans with Disabilities, Inc.**

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

\_\_\_\_\_  
Printed Name  
Address: The National Non-Profit for  
Americans with Disabilities, 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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by  
\_\_\_\_\_ who [ ] is personally known by me, or who [ ] produced  
\_\_\_\_\_ as identification

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

(seal)

**EXHIBIT “A”**

**DECLARATION OF TRUST OF  
GUARDIAN SPECIAL NEEDS TRUST  
GOES HERE**

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

**Grantor Information**

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

Address \_\_\_\_\_

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

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

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

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

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

**Beneficiary Information**

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

Address \_\_\_\_\_

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

Telephone Number \_\_\_\_\_

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

Date of Birth \_\_\_\_\_ Medicaid Number (if any) \_\_\_\_\_

**Grantor's Attorney Information**

Attorney Name \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

### Government Assistance

Please indicate all forms of government assistance that the Beneficiary receives **or is applying for** and the amounts received per month.

Social Security .....	Yes_____	No_____
Supplemental Security Income (SSI).....	Yes_____	No_____
Social Security Disability Insurance (SSDI).....	Yes_____	No_____
Medicaid Institutional Care Program (Nursing Home Care).....	Yes_____	No_____
Medically Needy Program .....	Yes_____	No_____
MEDS-AD.....	Yes_____	No_____
Medi-Kids.....	Yes_____	No_____
Protected Medicaid.....	Yes_____	No_____
Home or Community Based Medicaid Waiver Programs...	Yes_____	No_____
Optional State Supplementation (OSS).....	Yes_____	No_____
Home Care for the Elderly and Disabled (HCE/DA).....	Yes_____	No_____
Food Stamps.....	Yes_____	No_____
Veteran's Benefits (Aid and Attendance)	Yes_____	No_____
Other Programs _____		

### 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: \_\_\_\_\_

**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:

\_\_\_\_\_  
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**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-trustee, 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 direct 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

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1. Enrollment Fee. A one time enrollment fee of One Thousand Nine Hundred Fifty Dollars (\$1,950.00) which will be assessed from the initial deposit into the Beneficiary's sub-account.
  
2. Annual Administrative Fee The Beneficiary's sub-account will be charged an annual administrative fee, paid in advance, based upon the total net worth of all assets in the Beneficiary's sub-account on the date fees are assessed, in accordance with following schedule:
  - a. Two percent (2.0%) of the first Five Hundred Thousand Dollars (\$500,000);
  - b. One and Three-Quarters percent (1.75%) of the next Five Hundred Thousand Dollars (\$500,000- 1,000,000);
  - c. One and One-Half percent (1.5%) of all amounts over One Million Dollars (\$1,000,000+).
  - d. If there are subsequent deposits into the Beneficiary's sub-account other than accrued interest, the Trustee will charge a proportional fee against the net amount of each deposit, when received.
  
3. Administrative Expenses. There may be additional administrative expenses and/or fees as set forth in the Trust Agreement and in this Joinder Agreement. Such expenses and/or fees include but are not limited to: money management, legal and accounting fees, fees for management of Real Property, and care management services, and will be allocated either pro rata among all sub-accounts or to the affected Beneficiary.
  
4. Distribution of Trust Sub-Account upon the Death of the Beneficiary. Upon the death of the beneficiary the Trustee shall further administer the beneficiaries sub-account as per the terms in Article 6 of the Declaration of Trust. A copy of the pertinent language contained in the Declaration of Trust is provided here for reference:

## ARTICLE 6

### DISTRIBUTION UPON A BENEFICIARY'S DEATH

6.1 Upon the death of a Beneficiary, the non-profit Trustee shall retain the lesser of five percent (5%) of the amount remaining in that Beneficiary's trust sub-account or Fifty Thousand (\$50,000) dollars.

6.2 To the extent that family members have failed to provide for funeral and burial arrangements for the Beneficiary, in the sole discretion of the Trustee, the Trustee is authorized to distribute funds for reasonable funeral and burial arrangements prior to any further distribution.

6.3 Any assets remaining in a Beneficiary's sub-account after satisfaction of subsections 6.1 and 6.2 herein, shall be distributed by the Trustee in such proportions or amounts as identified in the Beneficiary's joinder agreement or, if none, under the residuary terms of such document by which the Grantor may have designated his or her gift, bequest, or devise for such Beneficiary.

6.4 If, within Ninety (90) days of the Trustees notification of the death of the Beneficiary, the Trustee cannot, after diligent and reasonable inquiry, ascertain the location of any or all remaindermen of a Beneficiary's sub-account such that the Trustee, in his sole discretion, may make distribution to such remaindermen, or in the absence of sufficient direction by the Grantor as to the residual distribution of the balance of surplus Trust property not otherwise retained by the Trust in such document that established the gift, bequest, or devise for such Beneficiary, the entire sub-account balance shall be retained by the Trust, and distributed to the Trustee.

5. Mailing Procedure. Mail the completed Joinder Agreement along with any checks to deposit into the Beneficiary's account to:

Guardian Special Needs 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.**