



# Trust Account Application and Agreement

Date:	Member Number:
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**Important Information About Procedures for Opening a New Account**

To help the government fight the terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for you:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

1. The funds in trust for the above referenced accounts are controlled by the Trust Instrument entitled \_\_\_\_\_ executed on \_\_\_\_\_ by \_\_\_\_\_, trustor(s). The trustee(s) on behalf of the trust and with the trustor(s) named below agree to conform to the Credit Union's bylaws, the terms and conditions of this Application and Agreement, as well as the Account Agreement and Truth in Savings Disclosure, receipt of which is hereby acknowledged and which are incorporated herein by this reference.
  
2. The trust referred to above is:     Revocable         Irrevocable
  
3. If this is a revocable trust, one or more trustor(s) is/are member(s) of the Credit Union. If this is an irrevocable trust, either the trustor or beneficiary must be members of the Credit Union or, in the case of multiple trustors or beneficiaries, all the trustors or all of the beneficiaries must be members of the Credit Union. All accounts opened in the name of the trust belong solely to the trust. No transfer of voting rights or other membership privilege is permitted by virtue of a transfer of shares. Accounts are not transferable, as defined in 12 CFR Part 204. It is understood that the trust under this Application and Agreement has no voting rights at any membership meeting, although the individual member/trustor(s) retain their personal voting rights if they retain individual membership at the Credit Union.
  
4. **THE CREDIT UNION HAS NOT RECEIVED A COPY OF THE TRUST INSTRUMENT AND SHALL IN NO EVENT BE LIABLE FOR ITS CONTENTS.** Trustee(s) and not the Credit Union assume full responsibility for enforcing the provisions of the Trust Instrument.
  
5. The name, address, date of birth, Social Security Number, and Driver's License Number, State, and issue and expiration dates and additional information of **all trustors:**

Name	Address	Relationship to Owner
Social Security Number	Date of Birth	Mother's Maiden Name
Employer	Occupation	
Driver's License No./State/Issue & Exp. Dates	Email Address	Phone Number
Secondary ID Type		
Name	Address	Relationship to Owner
Social Security Number	Date of Birth	Mother's Maiden Name
Employer	Occupation	
Driver's License No./State/Issue & Exp. Dates	Email Address	Phone Number
Secondary ID Type		

6. The name, address, date of birth, Social Security Number, and Driver's License Number, State, and issue and expiration dates and additional information of **all currently acting trustees** are listed below.

If all trustees are the same as all trustors listed in Section 5, check this box only

_____ Name		_____ Address			_____ Relationship to Owner	
_____ Social Security Number	_____ Date of Birth	_____ Mother's Maiden Name	_____ Employer		_____ Occupation	
_____ Driver's License No./State/Issue & Exp. Dates		_____ Email Address			_____ Phone Number	
_____ Name		_____ Address			_____ Relationship to Owner	
_____ Social Security Number	_____ Date of Birth	_____ Mother's Maiden Name	_____ Employer		_____ Occupation	
_____ Driver's License No./State/Issue & Exp. Dates		_____ Email Address			_____ Phone Number	

7. The name, address, Social Security Number, and phone number of **all successor trustees** are listed below. Trustee(s) affirm that successor trustee(s) is/are bound under the Trust Instrument to serve and are authorized and fully qualified to act as trustee(s) in the event that all of the trustee(s) named above resign, die, become incapacitated, or otherwise become unable to act as trustee(s) of the trust. This Application and Agreement will not be approved unless successor trustee(s) are designated below. Please indicate order of succession or all listed successors will be considered co-successor trustees.

_____ Name	_____ Address	_____ Social Security Number	_____ Phone Number
_____ Name	_____ Address	_____ Social Security Number	_____ Phone Number
_____ Name	_____ Address	_____ Social Security Number	_____ Phone Number

8. The name, address, and Social Security Number of **all beneficiaries** of the trust are listed below. Beneficiaries are used for determining insurance by NCUSIF.

_____ Name	_____ Address	_____ Social Security Number	_____ Phone Number
_____ Name	_____ Address	_____ Social Security Number	_____ Phone Number
_____ Name	_____ Address	_____ Social Security Number	_____ Phone Number

9. In the event that all named trustee(s) and successor trustee(s) die, resign, become incapacitated, refuse to act, or the Credit Union receives conflicting instructions, the Credit Union reserves the right to interplead any and all funds held in accounts opened under this Application and Agreement and to deduct its attorneys' fees for the interpleader action from the Trust Account funds.

10. If there is a change in the parties or terms of the trust, including, but not limited to, a change in trustors or trustees, all trustor(s) and trustee(s) agree to execute a new Application and Agreement. Such change shall not be effective until the Credit Union has received a properly completed and executed Application and Agreement and has had a reasonable opportunity to act on it. In the event of a change of address of trustors/trustees, the trustee(s) agree to notify the Credit Union promptly of such change (s).

11. The trustee(s) certify that they are duly appointed under the Trust Instrument and that, by the authority vested in them under the Trust Instrument, any trustee, acting alone or jointly, is authorized and empowered to transact business of any kind in connection with the trust's accounts at the Credit Union. It is agreed that any transaction by the above-named trustee(s), acting alone or jointly, shall be valid and discharge the Credit Union from any liability.
12. Trustee(s) may authorize the transaction of any business on accounts held at the Credit Union in the name of the trust by their oral or written instruction to the Credit Union. Trustee(s) may obtain funds from the trust's accounts in their names or the names of third parties upon trustee's(s') written or oral instruction.
13. Trustee(s) may receive, take possession of, release, assign, mortgage, pledge, hypothecate, or otherwise use assets of the trust as security for a loan from the Credit Union or any other purpose except as specifically set forth below:

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14. If the trustee(s) named on this Application and Agreement borrow from the Credit Union and the Trust Instrument must be examined by a third party (for example, a title company), the Credit Union agrees to forward a copy of the Trust Instrument from the trustee(s) to the third party only if trustee(s) present a sealed envelope containing the Trust Instrument to the Credit Union. The Credit Union will not accept copies of the Trust Instrument that are not in a sealed envelope. Further, the Credit Union will not keep any Trust Instrument in its files or be liable for the contents of a Trust Instrument. The trustee(s) shall sign on a form designated by the Credit Union that the Credit Union has received the Trust Instrument in a sealed envelope when the trustee(s) present(s) the Trust Instrument to the Credit Union.
15. Trustee(s) agree that if they borrow from the Credit Union and use trust assets as collateral, then the trustor(s) or the trustee(s), as members of the Credit Union, will, by signing all documents relating to the loan, obligate themselves as individuals in addition to the signatures of the trustee(s) on behalf of the trust.
16. Trustee(s) agree to promptly notify the Credit Union if any of the trustor(s) or trustee(s) resign, die or become incapacitated. Prior to any successor trustee(s) transacting business on accounts held at the Credit Union in the name of the trust (including any withdrawal pursuant to Section 17 below), the successor trustee(s) must provide the Credit Union with either a letter of resignation signed by the existing trustee(s), a judicial declaration of incapacity, or a certified copy of the death certificate for the trustee(s). The successor trustee(s) must complete a new Application and Agreement as well as a Certification of Trust. Death, resignation, or incapacity of any trustee or trustor shall not revoke the authority of the Credit Union to act under this Application and Agreement until written notice of the death, resignation, or incapacity has been presented to the Credit Union and the Credit Union has reasonable opportunity to act on it. However, upon presentation of a certified copy of trustee's(s') death certificate(s), resignation, or judicial declaration(s) of incapacity, the Credit Union is authorized to act upon designated successor trustee(s) instructions in accordance with the terms of this Application and Agreement.
17. Successor trustee(s) shall close all accounts opened under this Application and Agreement within 90 days after receiving notification of death, resignation, or incapacity of the trustee(s). Credit Union is authorized, but not required, to close any accounts opened under this Application and Agreement upon the 91st day after receiving notice of the trustee's(s') death(s), and mail a check to the designated successor trustee(s), for the balance of the account and made payable to the designated successor trustee(s) as trustee(s) for the above-named trust. The parties may be able to maintain the Trust Accounts at the Credit Union under a new Application and Agreement. See a Credit Union account representative for eligibility.
18. Trustor(s) and trustee(s) acknowledge and agree that the Credit Union's sole obligation to the trustor(s)/trustee(s) is as a depository institution and is a debtor/creditor relationship and nothing in this Application and Agreement or in the Trust Instrument shall be construed to impose any duties or obligations whatsoever upon the Credit Union as a trustee or other fiduciary under the Trust Instrument or otherwise.
19. The trustor(s) and trustee(s) hereby agree for the trust, themselves, and all trust beneficiaries for the life of the trust and the statutory life of any cause of action involving any account of the trust to indemnify and hold harmless the Credit Union from any and all claims, suits, actions, damages, judgments, costs, charges, and expenses, including, but not limited to, court costs and attorneys' fees, resulting from any and all liability, loss, or damage of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment, maintenance, or transaction of any business on any Trust Account at the Credit Union. The trustor(s) and trustee(s), on behalf of the trust, agree to pay any necessary expenses, attorneys' fees, or costs incurred in the enforcement of this Application and Agreement.
20. Trustor(s) and trustee(s) acknowledge and agree that the Credit Union is relying upon the statements, representations, and warranties made by the trustor(s) and trustee(s) contained in this Application and Agreement, and that the Credit Union shall not be responsible in any way for verifying either the existence, validity, or legality of the trust itself or the authority or powers of the trustee(s) under the governing Trust Instrument to establish, maintain, or transact any business on the Trust Accounts. The Credit Union reserves the right at any time to require the trustee(s) to execute and provide a Certification of Trust, in form and substance acceptable to the Credit Union, affirming the existence of the trust and the authority and powers of the trustee(s) thereunder.
21. This Application and Agreement incorporates the full and complete understanding concerning the accounts, and the transaction of business thereon, at the Credit Union for the above-named trust.

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

PART I. -- Taxpayer identification Number (TIN)

PART II. -- Payee Exempt From Backup Withholding (See Instruction to Payer's Request For Taxpayer Identification Number and Certification in the Account Agreement and Truth-in-Savings disclosure)

PART III. -- Certification. Under penalties of perjury, I certify that: 1) the information provided on this form is true, correct and complete; and 2) I am not subject to backup withholding. I agree to cross out Part II above and check the box if I have been notified by the IRS that I am currently subject to backup withholding because of under reporting interest or dividends on my tax return.

Note: The Internal Revenue Service does not require my consent to any provision of this document other than the certifications required to avoid backup withholding.

Sign Here \_\_\_\_\_

Date \_\_\_\_\_

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. THE CREDIT UNION MAKES NO REPRESENTATION AS TO ANY TAX/PROBATE AVOIDANCE OR FINANCIAL/ESTATE PLANNING ADVANTAGE, BENEFIT, OR RESULT BASED ON THE TRUST ACCOUNT DESIGNATION. IF THE TRUSTOR(S) OR TRUSTEE(S) DESIRE ASSISTANCE OR ADVICE CONCERNING THIS APPLICATION AND AGREEMENT, THE SERVICES OF AN ATTORNEY OR OTHER COMPETENT PROFESSIONAL PERSON SHOULD BE SOUGHT. ALL TRUSTOR(S) AND TRUSTEE(S) MUST SIGN BELOW.**

Under penalties of perjury, the trustor(s) and trustee(s) certify that the information on this form above is true and correct and agree to its terms and conditions. The trustee(s) also certify that the signatures appearing below are genuine signatures of said authorized persons.

IF THE TRUSTOR(S) IS/ARE ALSO THE TRUSTEE(S) UNDER THE TRUST INSTRUMENT, AND HAVE CHECKED THE BOX IN SECTION 6 ABOVE, THE TRUSTEE(S)/TRUSTOR(S) MAY SIGN ONCE AND CHECK BOTH BOXES UNDER THEIR SIGNATURE.

\_\_\_\_\_  
Signature As  Trustee  Trustor

\_\_\_\_\_  
Signature As  Trustee  Trustor

\_\_\_\_\_  
Signature As  Trustee  Trustor

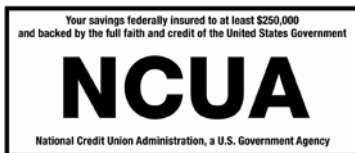
\_\_\_\_\_  
Signature As  Trustee  Trustor

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Signature As  Trustee  Trustor

\_\_\_\_\_  
Signature As  Trustee  Trustor

**FOR CREDIT UNION USE ONLY**

Application Processed By: (Print Name):	Operator #:	Date:	Signature:
Application Approved By (Print Name):	Operator #:	Date:	Signature:
Account Numbers: Savings: Checking: Money Market: Other:	Sponsor Member Name:	Sponsor Member Number:	Fire Department:





## EXPLANATION AND GUIDE FOR COMPLETING THE TRUST ACCOUNT APPLICATION AND AGREEMENT

**NOTE: This form is not to be used for Totten Trusts, POD designations, or accounts opened under the Uniform Transfers to Minors Act.**

Top: Enter the Date the Application and Agreement is being signed by the trustor(s)/trustee(s). Enter the "Member Number" at the Credit Union.

Section 1: Using the Trustee's Certification of Trust document completed by the trustee(s), enter the name of the trust, the date the Trust Instrument was executed, and the name of the settlor(s)/trustor(s) who executed the Trust Instrument.

Section 2: The trustee(s) should indicate whether the trust is revocable or irrevocable.

Section 3: This section lays out the membership requirements of the settlors/trustors and beneficiaries in the case of both revocable and irrevocable trusts.

Section 4: The Credit Union will not review the Trust Instrument or keep copies of the trust document on file. See comments to Section 14 below.

Sections 5 through 7: Fill in all requested information for all trustors, trustees, and successor trustees. If any of these persons does not have a driver's license, verify that person's ID using another document or by non-documentary means in accordance with the Credit Union's Customer Identification Program procedures, as required by the USA PATRIOT Act. All information is required.

Section 8: Enter the name, address, Social Security Number, and phone number of all beneficiaries of the trust. For irrevocable trusts, this information is required.

**Note**: Depending on the circumstances, a failure to designate beneficiaries may jeopardize share insurance coverage. If the trustor(s) object to providing this information, write "declined to provide" in this section.

Section 9: This section clarifies that the Credit Union reserves the right to interplead funds in the case of disputed ownership.

Section 10: This section places the responsibility on the trustors and trustees to notify the Credit Union if there is any change in the Trust Instrument which would affect the Application and Agreement (such as a change in trustees or beneficiaries). In the event of a superseding change in the Trust Instrument, such as a change in trustors, trustees, successor trustees, and/or beneficiaries, the Credit Union must insist that a new Application and Agreement be completed with all pertinent information properly filled in. The Credit Union must also obtain a new Trustee's Certification of Trust. This section also places the responsibility on the trustors/trustees to notify the Credit Union of address changes for the prompt delivery of statements and other Credit Union documents.

Section 11: This section allows any individual trustee named on the Trust Instrument to transact on the accounts of the trust subject to Section 13.

Section 12: This section allows for transactions by oral or written instructions of the trustee(s).

Section 13: In this section, the trustees should specify if they do not have the power to borrow against trust funds or other assets. Otherwise, the Application and Agreement assumes that they have this power and the Credit Union may enter into loan transactions with the trustees on that basis. The provisions on the Application and Agreement will control the nature of the business relationship between the Credit Union and the trust. Therefore, if the trustees certify on the Application and Agreement that they do not have the power to borrow on trust funds and try to pledge or otherwise use trust funds as security at a later date, the Credit Union should refuse to do so (unless the trustees file a superseding Application and Agreement for Trustees in which they certify that they are authorized to borrow against assets of the trust).

Section 14: This section sets out the procedure in the event the Trust enters into a secured loan transaction with the Credit Union and a copy of the Trust Instrument is required by a third party, such as a title company. It is important that the Credit Union not review the Trust Instrument or keep a copy in its files.

Section 15: This section provides that when the trust borrows from the Credit Union (where permitted under Section 13 above) either a member/trustor or a member/trustee must sign the loan documentation as an individual maker together with the trustees on behalf of the trust. In this manner, the Credit Union may lend to the trust an amount which exceeds the amount of shares the trust has on account at the Credit Union because a “natural” person has signed as a maker.

Section 16: In the event of death or incapacity of a trustor or trustee, this section places the responsibility on a successor trustee named in the trust to provide the necessary documentation prior to transacting business as the new trustee. This section also allows the Credit Union to proceed under the terms of the current Application and Agreement until the Credit Union receives written notice of changes (new Application and Agreement).

Section 17: This section specifies that if the successor trustees are not members of the Credit Union, they must become members of the Credit Union within 90 days after the death, resignation, or incapacity of the trustee(s) or the Credit Union should close the Trust Account and mail a check to the successor trustees for the balance of the account made payable to the successor trustees as trustees for the trust. On the other hand, if the successor trustees are or become members of the Credit Union within 90 days after they become the successor trustees, the Credit Union may retain the Trust Account, but the successor trustees must sign a new Application and Agreement and new Trustee’s Certification of Trust.

Sections 18 and 19: Section 18 makes clear that the Credit Union is only a depository institution and has no duty to act as a trustee for the funds, whereas Section 19 provides that the Credit Union is to be indemnified and held harmless for the actions of the trustors/trustees/beneficiaries.

Section 20: This section clarifies that the Credit Union is relying upon the information provided by the trustors/trustees in acting under the Application and Agreement. It also allows the Credit Union to require the trustee(s) to execute and provide a Certification of Trust at any time.

Request for Taxpayer Identification Number: This section is a “Request for Taxpayer Identification Number” and corresponds to IRS Form W-9. You are required to obtain a tax identification number for an irrevocable Trust. This number will usually start with the numerals “95- \_\_\_\_\_” referred to as an EIN (Employer Identification Number). Generally, in the case of a revocable trust, the trustor(s)/trustee(s) will use the Social Security Number of the trustor. For further information on Taxpayer Identification Numbers, we suggest you consult the instructions to IRS Form W-9. The TIN must be furnished by the trust parties and the Credit Union is not required to inquire about the TIN provided. Any questions by the trust parties regarding the proper TIN to give the Credit Union should be referred to the parties’ attorney or tax adviser.

Statement in CAPS: This is self-explanatory, reaffirming the fact that the Credit Union gives neither legal nor tax advice.

Signatures of Parties: File in the name of all trustors and trustees and have each of them sign the document. You will note that the trustors and trustees are required to sign under penalties of perjury that they have the authority and are empowered to transact for the trust. This Certification should protect the Credit Union in the event the trustee violates his or her fiduciary duties to the trust.