



Appendix 2
Joinder Agreement
Personal Support Family-Funded Trust

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

Date of Joinder Agreement _____

A. The undersigned hereby enrolls in and adopts the Personal Support Family-Funded Trust Agreement dated July 16, 1999 which is incorporated herein by reference.

B. Trust Participant Number _____

C. Grantors:

Grantor #1 Name: _____

Address: _____

Telephone: (H): _____ (C): _____

Social Security Number _____

Birth Date: _____ Email: _____

Relationship to Beneficiary: _____

Grantor #2 Name: _____

Address: _____

Telephone: (H): _____ (C): _____

Social Security Number _____

Birth Date: _____ Email: _____

Relationship to Beneficiary: _____

Grantor #3 Name: _____

Address: _____

Telephone: (H): _____ (C): _____

Social Security Number _____

Birth Date: _____ Email: _____

Relationship to Beneficiary: _____

D. Beneficiary: Name: _____

Address: _____

Telephone: (H): _____ (C): _____

Social Security Number _____

Birth Date: _____ Email: _____

Place of Birth (Hospital, City/State): _____

Mother's Name: _____ SSN: _____

Father's Name: _____ SSN: _____

E. Legal Guardian, Conservator, Representative Payee, Agent under a Power of Attorney, trustee, or other legal representative:

Name: _____

Address: _____

Telephone: (H): _____ (C): _____

Relationship: _____ Email: _____

F. The Primary Representative is the person who will have primary responsibility for interacting with the Trust Manager. The Primary Representative will request and receive disbursements, receive tax information and otherwise be the main point of contact (if the beneficiary is unable to do so him/herself) with regard to the Beneficiary's sub-account. Unless the Grantor requests otherwise, and until the Grantor is no longer able to serve as such, the Grantor shall be the Beneficiary's Primary Representative. When the Grantor is no longer able to act as the Beneficiary's Primary Representative, the Conservator, if one is appointed, will serve as the Primary Representative. Each Beneficiary may have two Primary Representatives at any given time. The first one listed will be the first point of contact for the Trust Manager.

Primary Representative #1

Name: _____

Address: _____

Telephone: (H): _____ (C): _____

Relationship: _____ Email: _____

Primary Representative #2

Name: _____

Address: _____

Telephone: (H): _____ (C): _____

Relationship: _____ Email: _____

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

G. Trust Property (Initial each item in this section)

1. _____ All assets transferred to the Personal Support Family-Funded Trust are third party assets belonging to the Grantor or some other person at the time of the transfer to the Family-Funded Trust. None of the property transferred belongs to the Beneficiary or is derived from public assistance paid to the Beneficiary.

2. _____ The Grantor transfers, assigns, and grants to the Trustee concurrent with the execution of this joinder agreement, property described in Schedule A of the Joinder Agreement.

3. _____ Complete this section and initial line to the left if Trust Sub-Account is not funded when executed. Initial only those that apply.

a. When will this Sub-Account be funded?:

_____ If only one Grantor.

_____ Upon the Grantor's death.

_____ Upon the Grantor's incapacity.

_____ If two or more Grantors:

_____ At death of Grantor #1

_____ At death of Grantor #2

_____ At death of the first to die of Grantor #1 or #2

_____ At death of the second to die of Grantor #1 or #2

_____ Other _____

b. How will this Sub-Account be funded?:

(1) _____ Last will and testament:

Name of Executor: _____

Address of Executor: _____

Phone Number of Executor (Day): _____ (Eve): _____

Please provide a copy of the will.

(2)_____ Transfer funds from an existing trust(s):

Name of Trustee: _____

Address of Trustee: _____

Phone Number of Trustee (Day): _____ (Eve): _____

Successor Trustee: _____

Address of Successor Trustee: _____

Phone Number of Successor Trustee (Day): _____ (Eve): _____

Please provide a copy of the trust documents.

(3)_____ Life insurance Policy with Personal Support Family-Funded Trust named as Beneficiary:

Company: _____

Policy Number: _____

Address: _____

Local Agent: _____

Phone Number of Agent: _____

Address of Agent: _____

Anticipated Amount _____

Please provide a copy of the life insurance policy.

(4)_____ Lifetime contributions by Grantor(s). Please indicate the anticipated amount of the contributions and the dates projected:

4. _____ Complete this section and initial line to the left if the sub account is FUNDED-DISTRIBUTIONS DEFERRED. (Funds are being transferred to the trust at this time, but no disbursements will be made on behalf of the beneficiary.)

a. Distributions shall become authorized when:

(i) If single Grantor, indicate one only:

____ At Grantor's incapacity

____ At Grantor's death

____ At Grantor's death or incapacity.

(ii) If two Grantors:

____ At death of Grantor #1

____ At death of Grantor #2

____ At death of first to die of Grantor #1 or #2

____ At death of second to die of Grantor #1 or #2

____ At death of Grantor #1 or #2 when other is incapacitated.

____ At the incapacity of Grantor #1

____ At the incapacity of Grantor #2

____ At the incapacity of both Grantor #1 and #2

____ At the incapacity of Grantor #1 or #2 when the other is deceased.

(iii) _____ Other (Describe –The Manager must approve): _____

5. _____ Complete this section, and initial line to the left if this sub-account is funded and distributions are authorized.

Amount of Assets placed in Sub-Account: _____

Trust Services (distributions) shall begin within two weeks.

H. Distribution of the Remainder upon the Beneficiary’s Death

1. The trustee may, in its discretion, pay from the Beneficiary’s sub-account, funeral and burial expenses not covered by benefits, valid claims and expenses, including, but not limited to federal estate taxes and state death taxes of the Beneficiary, and other administrative and termination fees.

2. Although not required, the Grantor is urged to leave a generous contribution to the Foundation of The Arc of Northern Virginia, as Manager of the Trust, to help support the ongoing services and support to others with disabilities.

3. Assets remaining in the Beneficiary’s sub-account after payment of expenses shall be distributed to the following individuals and/or organizations in the percentages indicated:

a. I wish to leave _____% to The Personal Support Family-Funded Trust Sub-account.

b. I wish to leave _____% to The Arc of Northern Virginia.

c. In addition the following people and/or organizations shall receive part of the remainder:

Name _____ Percentage of Remainder _____

Address _____

Phone _____ SSN _____

Date of Birth _____ Relationship to Beneficiary _____

Name _____ Percentage of Remainder _____

Address _____

Phone _____ SSN _____

Date of Birth _____ Relationship to Beneficiary _____

Name _____ Percentage of Remainder _____

Address _____

Phone _____ SSN _____

Date of Birth _____ Relationship to Beneficiary _____

Name _____ Percentage of Remainder _____

Address _____

Phone _____ SSN _____

Date of Birth _____ Relationship to Beneficiary _____

Name _____ Percentage of Remainder _____

Address _____

Phone _____ SSN _____

Date of Birth _____ Relationship to Beneficiary _____

4. If any Final Remainder Beneficiary is deceased at the time of distribution, the funds that would have been distributed to that beneficiary will instead be distributed to his or her descendants, per stirpes. If a Final Remainder Beneficiary does not have descendants, then his or her share shall be distributed among the other beneficiaries, including The Manager’s sub-account.

5. If, after the Beneficiary’s death, the Trustee receives funding designated for that beneficiary’s account, that funding shall be distributed proportionately to all of the remaindermen named in H.3. above including The Trust’s sub-account, if designated.

6. Grantor acknowledges that The Manager may incur additional costs if final Remainder Beneficiaries cannot be easily located. Grantor acknowledges and agrees that the Manager may recover its reasonable costs and expenses associated with locating such beneficiaries.

I. Early Termination of the sub-account

The Trust provides that under certain circumstances, a sub-account (or the trust) may be terminated prior to the beneficiary’s death. In the event of early termination, the Manager, in its sole discretion, will either distribute the sub-account’s funds to the Beneficiary; will enter into an agreement with a person or organization to receive the funds and use them for the benefit of the disabled person; or distribute the funds as if the Beneficiary had died. In the event of early distribution, who would you recommend to receive funds?

J. Fees

1. Grantor agrees to pay fees in accordance with Schedule B that is attached hereto and that may be amended from time to time. If fees are not paid in advance by Grantor, the Manager and Trustee are authorized to charge fees to a Beneficiary's sub-account.
2. Fees are not refundable.
3. The enrollment fee of \$_____ is the current fee in effect when Joinder is signed.
4. The annual administrative fee for an unfunded sub-account shall be \$_____ and will not be changed without notification. All other fees are subject to Schedule B and may be amended.

K. Disbursements

1. The Grantor recognizes and affirms that all disbursements are discretionary and will be made by the Manager in its sole discretion. The Manager will use the Trust Plan, Attachment A, as a reference in making disbursement decisions.
2. Initial only one of the following choices:

_____The Grantor wishes to maximize all public benefits.

_____The Grantor wishes to meet the needs of the Beneficiary to the greatest extent possible, regardless of the effect on public benefits.

L. Taxes

1. The Grantor acknowledges that contributions to The Trust are not deductible as charitable gifts or otherwise.
2. 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. Such taxes shall be payable from the Beneficiary's sub-account. Professional tax advice is recommended.
3. The Grantor may be subject to a gift tax, again Professional tax advice is recommended.

M. Amendments

Provisions of the Joinder Agreement, as entered into this _____ day of _____ 20 _____, may be amended by the parties hereto in writing, so long as any such amendment is consistent with the Master Trust.

N. Miscellaneous

1. The Personal Support Family-Funded Trust is only available to those Grantors in good standing with the Trust. To be in good standing, a Grantor shall have paid the initial enrollment fee and shall have paid the required annual renewal fee(s) within the prescribed time.
2. A trust sub-account cannot attain the status of Funded Enrollment, Distributions Authorized if the Grantor is not in good standing with the Trust. If the Grantor terminates his or her Joinder Agreement and if the trust sub-account has not yet been funded, The Personal Support Family-Funded Trust and this Joinder Agreement shall then become null and void as to the Grantor, the Disabled Beneficiary, and The Foundation of the Arc of Northern Virginia.
3. This Joinder Agreement and The Personal Support Family-Funded Trust may be terminated by The Foundation, as to the Grantor and the Beneficiary upon nonpayment of any required fees.



**THE PERSONAL SUPPORT
FAMILY-FUNDED TRUST FOR**

BENEFICIARY (Print Name)

PARTICIPANT NUMBER

ADDRESS

ACCOUNT NUMBER

DATE OF ENROLLMENT

GRANTOR (Print Name)

GRANTOR SIGNATURE

*City/County of _____ Commonwealth of Virginia
This forgoing instrument was acknowledged before me this _____ day
of _____ 20____ by _____.*

Notary Public Signature _____

My Commission Expires _____

GRANTOR (Print Name)

GRANTOR SIGNATURE

*City/County of _____ Commonwealth of Virginia
This forgoing instrument was acknowledged before me this _____ day
of _____ 20____ by _____.*

Notary Public Signature _____

My Commission Expires _____

ACCEPTED BY:

FOUNDATION OF THE ARC OF
NORTHERN VIRGINIA

TRUSTEE

DATE

DATE



SCHEDULE A:

**DESCRIPTION OF PROPERTY TO BE DEPOSITED IN
THE PERSONAL SUPPORT FAMILY-FUNDED TRUST**



SCHEDULE B:

FEE SCHEDULE

For funded Trusts:

Annual Fee for Trustee: 0.90%, drawn quarterly.

Annual Fee for The Arc of Northern Virginia, Trust Manager: drawn quarterly as described below:

Account Balance	Annual Fee
Up to \$1,000,000.00	0.75%
Portion of balance from \$1,000,000.00 - \$2,000,000.00	0.50%
Portion of balance over \$2,000,000.00	0.40%

For example, a trust with a balance of \$1,500,000 would pay an annual fee of \$10,000 ($1,000,000 * .0075 + 500,000 * .0050$). Fees are assessed and paid quarterly (the quarterly fee would be \$2,500).

For unfunded Trusts:

An annual fee of \$65.00 is required. This fee will no longer apply when the Trust is funded.

Termination fee: \$250.00



ATTACHMENT A:

TRUST PLAN