



**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**

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SCHEDULE B:

**FEE SCHEDULE**

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**For funded Trusts:**

The combined annual Management Fee\* for Trust Manager and Trustee, drawn monthly as described below:

<b>Account Balance</b>	<b>Annual Fee*</b>
Up to \$1,000,000.00	1.44% (0.12%/month)
Portion of balance from \$1,000,000.00 - \$2,000,000.00	1.19% (0.099%/month)
Portion of balance over \$2,000,000.00	1.09% (0.09%/month)

**For unfunded Trusts:**

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

**Tax Preparation Fee\*:**

The annual Tax Preparation Fee of \$40.00 is charged by the Trustee.

**Termination Fee\*: \$250.00**

\*Fees are subject to change.



ATTACHMENT A:

TRUST PLAN