

**COMMUNITY LIVING CORPORATION, INC.
POOLED TRUST 1
A TRUST FOR PEOPLE WITH DISABILITIES FUNDED BY FAMILIES AND FRIENDS**

JOINER AGREEMENT

The undersigned Sponsor, on this _____ day of _____, 20____ hereby establishes a Trust Account under the Community Living Corporation, Inc. Pooled Trust 1 (CLC Pooled Trust 1), in the initial amount of \$_____.

1. **SPONSOR IS:** ___ PARENT ___ LEGAL GUARDIAN ___ OTHER

Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

Relationship to Beneficiary: _____

2. **BENEFICIARY:**

Name: _____

Address: _____

Phone # _____

E-Mail Address: _____

County: _____

Type of Residence: _____

Social Security # _____

Date of Birth: _____

Disability: _____

3. **DISTRIBUTION OF TRUST UPON THE DEATH OF THE BENEFICIARY**

After the payment of the Beneficiary's funeral and estate administration expenses (including taxes and attorney's fees) and reimbursement for income taxes, the remaining balance of the Trust Account shall be distributed as follows:

_____ % to _____
Address: _____

Phone: _____
E-Mail Address: _____
Relationship to Beneficiary: _____

_____ % to _____
Address: _____

Phone: _____
E-Mail Address: _____
Relationship to Beneficiary: _____

_____ % to _____
Address: _____

Phone: _____
E-Mail Address: _____
Relationship to Beneficiary: _____

_____ % to CLC Foundation, Inc.

IMPORTANT: You are **NOT** required to contribute any minimum amount of the Remainder of the Trust account to CLC Foundation, though doing so will greatly assist the Foundation's ability to provide for the care, support, comfort, education, rehabilitation and training of others with physical, psychological or developmental disabilities.

4. **ADVOCATE(S)**:(Someone other than you who is authorized to contact us with reference to the Beneficiary's account).

Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

Relationship to Beneficiary: _____

Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

Relationship to Beneficiary: _____

5. **COURT APPOINTED GUARDIAN**: (Please provide Letters of Guardianship)

Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

Relationship to Beneficiary: _____

6. **CASE MANAGER**:

Name: _____

Address: _____

Phone: _____

E-Mail Address: _____

7. **FUNDING SCHEDULE:** Upon acceptance of Joinder Agreement by Trustee or Designee. Checks should be made payable to "CLC Pooled Trust 1 F/B/O _____ [insert beneficiary's name]"

Date: _____

Amount: _____

Source of Funds: _____

Is there a life insurance policy in place to benefit the Beneficiary? If yes, provide the name and address of the insurance company and the policy number:

8. **Who would you like to receive a bank statement regarding your trust?**

Name: _____

Address: _____

9. **BURIAL PLAN** ____ Yes ____ No (**Note: A burial plan is important because Trust Funds cannot be used to pay any funeral expenses after the death of a Beneficiary.**)

Name of Funeral Home _____

Contact _____ Phone _____

Address _____

Please provide a copy of the plan for our files.

10. **TAXES** (Does beneficiary file an Income Tax Return) ____ Yes ____ No

11. **GOVERNMENT BENEFITS** (Please check all that apply)

- ___ SSI. Amount \$ _____ (please attach copy of award letter/check)
- ___ SSDI. Amount \$ _____ (please attach copy of award letter/check)
- ___ SS. Amount \$ _____ (please attach copy of award letter/check)
- ___ Other Benefits. Source: _____ Amount: \$ _____
- ___ Section 8 or other Housing Subsidies. Amount \$ _____
- ___ Medicaid. (please provide a copy of Medicaid ID)
- ___ Medicare. (please provide a copy of Medicare ID)
- ___ Pension. Payer: _____ Amount: \$ _____
- ___ Additional Income. Source: _____ Amount: \$ _____
- ___ If on SSDI, Whole Life Insurance Policy. Amount: \$ _____

*It is the responsibility of the sponsor and/or beneficiary to inform CLC Foundation, Inc. of any changes to these benefits.

12. **IS A COURT REPORT REQUIRED?** ___ Yes ___ No

- Court Information: _____
- Court Examiner: _____
- Address: _____
- Phone: _____ Fax: _____
- E-Mail Address: _____

13. **ATTORNEY:**

- Name: _____
- Firm Name: _____
- Address: _____
- Phone: _____ Fax: _____
- E-Mail Address: _____

14. **FEES:** Fees are as set forth on Schedule A at the end of this Agreement.

15. **ACKNOWLEDGEMENT OF MINIMUM FUNDING REQUIREMENTS:**

The undersigned Sponsor acknowledges that there is a required initial minimum contribution to the Trust Account in the amount of \$10,000 (unless waived by the Administrative Trustee) which must be paid upon the acceptance of this Joinder Agreement by the Administrative Trustee.

16. **ADMINISTRATION OF THE TRUST ACCOUNT PURSUANT TO THE COMMUNITY LIVING CORPORATION, INC. POOLED TRUST 1 AGREEMENT:**

The undersigned Sponsor acknowledges that all contributions made to the Trust Account will be held and administered pursuant to the provisions of the Community Living Corporation, Inc. Pooled Trust 1 Agreement, including any amendments to the Trust made after the date of this Joinder Agreement. The provisions of the Community Living Corporation, Inc. Pooled Trust 1 Agreement are incorporated herein by reference. The Sponsor has reviewed a copy of the Community Living Corporation, Inc. Pooled Trust 1 Agreement prior to signing this Joinder Agreement. The Agreement is available online (www.clcpooledtrust.org).

17. **WAIVER OF POTENTIAL CONFLICT OF INTEREST:**

There may be potential conflicts of interest in the administration of the Trust because (a) trust funds may be used to pay for services provided to a beneficiary by Community Living Corporation ("CLC"), CLC Foundation, Inc., ADiCares or affiliated enterprises and (b) CLC Foundation, Inc. and/or the Trust may retain funds remaining in the Trust at the time of death of the beneficiary. The undersigned acknowledges these potential conflicts of interest and expressly waives any and all claims against the Trustees and any successor Trustees on account of self-dealing, conflict of interest of any other act related to their affiliation with CLC, ADiCares, banks, investment advisors or any affiliated entities.

18. **NO REPRESENTATION:** The Sponsor acknowledges that neither CLC nor the Trustees of the Community Living Corporation, Inc. Pooled Trust 1 have made any representation to the Sponsor (a) that contributions to the Trust are deductible as charitable gifts or otherwise or (b) as to the gift or tax consequences of directing funds to the Trust. CLC Foundation, Inc. has recommended that the Sponsor seek independent legal advice. Trust 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. Trust Account income may be taxable to the Trust, and when this is the case, such taxes shall be payable from the applicable Trust Accounts.

19. **ACKNOWLEDGMENTS BY SPONSOR:** Sponsor recognizes and acknowledges the uncertainty and changing nature of the guidelines, laws, and regulations pertaining to

governmental benefits and Sponsor agrees that neither CLC nor the Trustees of the Community Living Corporation, Inc. Pooled Trust 1 will in any event be liable for any loss of benefits as long as they act in good faith. Sponsor acknowledges and agrees that CLC and the Trustees of the Community Living Corporation, Inc. Pooled Trust 1, their agents and employees, as well as their agent's and employees' heirs and legal and personal representatives, shall not in any event be liable to any Sponsor or Beneficiary or any other party for so long as they act reasonably and in good faith. Sponsor acknowledges that upon execution of the Joinder Agreement by Sponsor, and the funding of a Trust Account for a Beneficiary, that this Trust, as to the Sponsor and the Beneficiary, is irrevocable. Sponsor acknowledges that after the funding of a Trust Account, the Sponsor shall have no further interest in and does thereby relinquish and release all rights in, control over, and all incidents of interest of any kind or nature in and to the contributed assets and all income thereon. Sponsor represents, warrants and agrees that he or she has not been provided, nor is he or she relying upon, any representation of or any legal advice by CLC or the Trustees of the Community Living Corporation, Inc. Pooled Trust 1 in deciding to execute this Joinder Agreement.

Sponsor further represents, warrants, and agrees: that he or she is entering into this Joinder Agreement voluntarily, as his or her own free act and deed; that if he or she has not had the Community Living Corporation, Inc. Pooled Trust 1 Agreement or the Joinder Agreement reviewed by his or her own attorney, that he or she voluntarily waives and relinquishes such right; that he or she has been provided a true and correct copy of Community Living Corporation, Inc. Pooled Trust 1 Agreement and this Joinder Agreement prior to the signing of this Joinder Agreement; that he or she has reviewed and understands to his or her full satisfaction the legal, economic and tax effects of these instruments; and that CLC Foundation, Inc. the Community Living Corporation, Inc. Pooled Trust 1 may be Remainder Beneficiaries of all or a portion of the Trust Account established hereby upon the death of the Beneficiary as provided in Section 3 of this Joinder Agreement.

20. **DISPUTE RESOLUTION**: If any dispute arises between or among the parties hereto, including the Beneficiary, concerning any matter related to or arising from this Joinder Agreement and/or Trust, the parties to such dispute shall proceed in good faith to negotiate a resolution of such dispute and if not resolved through negotiation by the 90th day after written notice of such dispute was provided by the complaining party to the other party to the dispute, such dispute will be resolved: (1) by arbitration to be conducted by a single arbitrator pursuant to the Rules of the American Arbitration Association, which arbitration shall be conducted in Westchester County, New York, or (2) by such other methods or procedures as the parties mutually agree. If arbitration is used, the parties will complete all submissions to the arbitrator within 45 days of choosing the arbitrator, and the arbitrator will provide a final ruling on each dispute within thirty (30) days of the final submission by the parties.

21. **MISCELLANEOUS:**

A. Provisions of this Joinder Agreement may be amended, so long as any such amendment is consistent with the Community Living Corporation, Inc. Pooled Trust 1 Agreement.

B. This Trust instrument shall be interpreted and the administration of the trust shall be governed by the laws of the State of New York. However, if applicable, federal law shall govern any matter related to the relationship between this Trust and the government benefits for which a Beneficiary may be eligible. The situs of this trust for administrative and accounting purposes shall be in the County of Westchester, which is the location of the principal office of CLC Foundation, Inc. and where CLC Foundation Inc.'s Board of Directors meets.

C. Should any provisions of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall be and continue to be fully effective.

Under penalty of perjury, all statements made in this document are true and accurate to the best of the undersigned's knowledge.

By signing below, the sponsor certifies that the designated beneficiary is disabled as defined in Social Security Law Section 1614(a)(3)[42 USC 1382c(a)(3)].

Sponsor Signature: _____

Name _____

Address: _____

To be binding, this Joinder Agreement document must be acknowledged by a Licensed Notary.

State of _____)
County of _____) ss.:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

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The foregoing Joinder Agreement is hereby accepted by the undersigned on behalf of the Community Living Corporation Pooled Trust 1.

Name: _____

Date: _____

Trust Officer
CLC Foundation, Inc.
Administrative Trustee

Name: _____

Print Name

SCHEDULE A – FEE SCHEDULE

Set-Up Fee: \$350.00
Annual Fee: \$1,250.00 plus 1.5% of any trust funds in excess of \$50,000.00

Example: A new trust with a market value of \$100,000.00

1st 50,000.00 =	\$1,250.00
2nd 50,000.00 =	\$ 750.00
1x only admin fee	<u>\$ 350.00</u>
Total Fee	\$2,350.00

Fees are charged at the opening of the Trust and on each anniversary thereafter based on the average annual balance.

*Annual fee will be reduced by 50% (\$625.00) for trust account balances under \$10,000.00.

**Annual fee does not apply to surplus income and annuity / structured-settlement trust accounts which are charged a pro-rated monthly fee.

Additional Fees:

Annual Investment Manager Fees (charged quarterly):

0.65% on trust accounts with balances of \$50,000.00 or greater

0.15% on trust accounts with balances of less than \$50,000.00

*no fee on accounts with all cash

Annual Co-Trustee Fee (charged quarterly): 0.5% on trust accounts with balances of \$15,000.00 or greater

Wind-Up Fee (upon termination of trust):

\$1,500.00 plus 2% of any trust funds in excess of \$100,000.00 up to \$500,000.00 plus

1% of any trust funds in excess of \$500,000.00

A fee of \$225.00 will also be charged annually in July to each trust account balance over \$2,000.00. This is to assist with the cost of annual audits and tax returns which CLC Foundation, Inc. is required to file on behalf of the Trust.

Accounts requiring special accommodations may be assessed a fee in addition to those listed above. These fees will be determined on a case-by-case basis and will be disclosed to the account beneficiary (or his/her representative) at the time they are assessed.

Fees are subject to change at the Administrative Trustee's discretion.

Examples

Example: A new trust account valued at \$100,000.00

Trust Administration	
1x only set-up fee =	\$350.00
1st 50,000.00 =	\$1,250.00
2nd 50,000.00 =	\$750.00
Audit / tax return fee =	<u>\$225.00</u>
	\$2,350.00
Investment Management	
.65% accounts \$50,000 or greater =	\$650.00
Co-Trustee Fee	
.5% accounts \$15,000 or greater =	\$500.00
Total	\$3,500.00

Example: A new trust account valued at \$15,000.00

Trust Administration	
1x only set-up fee =	\$350.00
1st 50,000.00 =	\$1,250.00
Audit / tax return fee =	<u>\$225.00</u>
	\$1,825.00
Investment Management	N/A (all cash)
Co-Trustee Fee	
.5% accounts \$15,000 or greater	N/A
Total	\$1,825.00

Example: Existing trust account valued at \$40,000.00

Trust Administration	
1st 50,000.00 =	\$1,250.00
Audit / tax return fee =	<u>\$225.00</u>
	\$1,475.00
Investment Management	
.15% accounts less than \$50,000 =	\$60.00
Co-Trustee Fee	
.5% accounts \$15,000 or greater =	\$75.00
Total	\$1,610.00

Example: Existing trust account valued at \$9,000.00

Trust Administration	
1st 50,000.00 (reduced by 50%) =	\$625.00
Audit / tax return fee =	<u>\$225.00</u>
	\$850.00
Investment Management	N/A (all cash)
Co-Trustee Fee	
.5% accounts \$15,000 or greater	N/A
Total	\$850.00

Example: Existing account valued at \$50,000.00 upon termination of the trust

Wind-up Fee =	\$1,500.00
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Example: Existing account valued at \$200,000.00 upon termination of the trust

Wind-up Fee	
1 st \$100,000.00 =	\$1,500.00
2% \$100,000.00 =	<u>\$2,000.00</u>
Total	\$3,500.00