

TRUSTEE'S ACCOUNT AGREEMENT**Trust Information**

TITLE OF TRUST: _____ (the "Trust")

Note: Title to the account will be held in the name of the Trust.

ORIGINAL EFFECTIVE DATE OF TRUST: _____. LAST AMENDMENT DATE (if applicable): _____

The undersigned Trustee(s) of the Trust request(s) and authorize(s) the Credit Union (the "Credit Union") to establish an account (the "Account") in the name of the Trust on the terms and conditions set forth in this Trustee's Account Agreement ("Agreement") and the Credit Union's Truth in Savings Disclosure and Agreement. This Account shall be governed by applicable state, federal and local laws and regulations, as well as the articles of incorporation, charter, bylaws, rules, regulations and practices of the Credit Union, each as amended from time to time.

Title to the Account(s) will be held in the name of the Trust.**Type of Trust:**

- ☐ Revocable (at least **one** Trustor of the Trust must be a member of the Credit Union)
- ☐ Irrevocable (either **all** of the Trustors or **all** of the Beneficiaries of the Trust must be members of the Credit Union)

Trustors

(Include Information for all Trustors):

Name _____ SS# _____ DOB _____

Address _____ City/State/Zip _____

Name _____ SS# _____ DOB _____

Address _____ City/State/Zip _____

Trustees

(Include Information for all current Trustees):

Name _____ SS# _____ DOB _____

Address _____ City/State/Zip _____

Name _____ SS# _____ DOB _____

Address _____ City/State/Zip _____

Name _____ SS# _____ DOB _____

Address _____ City/State/Zip _____

IF THERE IS MORE THAN ONE TRUSTEE, THE CREDIT UNION MAY HONOR TRANSACTIONS INITIATED BY:

- ☐ ANY INDIVIDUAL TRUSTEES ☐ ALL TRUSTEES JOINTLY ☐ ANY COMBINATION OF ____ TRUSTEES

Beneficiary(ies)

(Include Information for all Beneficiaries) (OPTIONAL):

Name _____	SS# _____	DOB _____
Address _____	City/State/Zip _____	
Name _____	SS# _____	DOB _____
Address _____	City/State/Zip _____	

Successor Trustees

(Include Information for all current Successor Trustees):

Name _____	SS# _____	DOB _____
Address _____	City/State/Zip _____	
Name _____	SS# _____	DOB _____
Address _____	City/State/Zip _____	
Name _____	SS# _____	DOB _____
Address _____	City/State/Zip _____	

Agreement and Signatures

Authority of Trustee(s): The Trustee(s) represent and warrant that, subject to any limitations regarding the number of signatures required to transact business on this Account as set forth above, he or she has the authority under the governing Trust instrument to:

- Enter into this Agreement to establish and maintain this Account as Trustee(s) with the Credit Union.
- Transact any and all business on this Account, including, without limitation, the authority to (i) make, sign and deliver checks, share drafts, or other drafts for the benefit and on behalf of the Trust; and (ii) withdraw by check, share draft, draft, order or otherwise any and all funds (including earned dividends) on deposit in this Account.
- Borrow money and pledge any and all sums on deposit in this Account as security for the repayment of any loan made by the Credit Union.

Indemnification: The Trustee(s) hereby agree to defend, indemnify and hold the Credit Union harmless from and against any and all claims, demands, suits, actions, damages, judgments, costs, charges and expenses (including, without limitation, court costs and attorneys' fees) of any nature whatsoever that the Credit Union may suffer, sustain or incur resulting from, arising out of or in any way connected with the establishment or maintenance of, or transaction of any business on, this Account by or through any above-named Trustee(s). The Trustee(s) agree to pay any necessary expenses, attorneys' fees or costs in the enforcement of this indemnification and hold harmless provision.

Reliance on Statements; Notification: The Trustee(s) understand and agree that the Credit Union is relying upon the statements, representations and warranties made by the Trustee(s) contained in this 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 this Account as set forth above.

The Credit Union reserves the right to require the Trustee(s) to execute and provide at any time a current certification of trust pursuant to Probate Code §18100.5, 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. The Trustee(s) agree to notify the Credit Union of (a) any change in address of any Trustee(s), Trustor or Beneficiary disclosed in this Agreement, and (b) any changes to or amendments of the governing Trust instrument which would conflict with or otherwise affect the validity of any statement, representation or warranty contained in this Agreement. Any such change or amendment shall be effective as to the Credit Union only after a new Trustee's Account Agreement form has been completed and executed by the Trustee(s).

Successor Trustee(s): A successor Trustee(s) may only act upon the resignation, incapacity or death of the Trustee(s). Before any successor Trustee(s) may transact any business on this Account, the successor Trustee(s) shall (a) provide the Credit Union with (i) a letter of resignation signed by the resigning Trustee(s), (ii) a declaration under penalty of perjury from the treating physician of the Trustee(s) concerning his/her incapacity, or (iii) a certified copy of the death certificate(s) for the Trustee(s); and (b) execute a new Trustee's Account Agreement form. The Credit Union may also require a current certification of trust pursuant to Probate Code §18100.5.

Credit Union as Depository Institution Only: The Trustee(s) acknowledge and agree that the Credit Union's sole obligation to the Trustee(s) hereunder is as a depository institution and nothing in this Agreement or in the governing Trust instrument shall be construed to impose any duties or obligations whatsoever upon the Credit Union as a Trustee under the terms of the Trust.

Recommendation to Seek Professional Advice: THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. IN PROVIDING THIS AGREEMENT FOR THE ESTABLISHMENT OF THIS ACCOUNT, THE CREDIT UNION MAKES NO REPRESENTATION AS TO ANY TAX, PROBATE AVOIDANCE, OR FINANCIAL OR ESTATE PLANNING ADVANTAGE, BENEFIT OR RESULT OF ANY KIND WHATSOEVER. IF YOU DESIRE ASSISTANCE CONCERNING THE INTERPRETATION, MEANING OR EFFECT OF ANY OF THE PROVISIONS OF THIS AGREEMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY OR OTHER COMPETENT PROFESSIONAL.

By signing below, I/we confirm that the above-named Trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this Agreement to be incorrect. I/we agree to be bound by the terms and conditions of this Agreement and the Truth in Savings Disclosure, a copy of which was provided to me/us.

TRUSTEE SIGNATURE _____ DATE _____

TRUSTEE SIGNATURE _____ DATE _____

TRUSTEE SIGNATURE _____ DATE _____

PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NO.

PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NO.:

Legal Name:

For a revocable trust (e.g., trustor is also trustee) without a Trust Identification Number issued by the IRS, use the legal name and SSN of trustor. For a revocable or irrevocable trust with a Trust Identification Number issued by the IRS, use the legal name and Trust Identification Number of the trust.

PART I. Taxpayer Identification Number (TIN). Enter the TIN in the box below. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see Part I on the separate instruction sheet. For other entities, it is your employer identification number (EIN). If you do not have this number, see Instructions How to get a TIN on the separate instruction sheet.

NOTE: If the account is in more than one name, see the chart on the separate instruction sheet.

Trust Identification Number, Social Security No. or Employer I.D. Number:

PART II. Certification. Under penalties of perjury I certify that:

1. The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. citizen or other U.S. person (defined in the W-9 Form, General Instructions), **and**
4. The FATCA code(s) entered on the separate instruction sheet (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See instructions on the separate instruction sheet)

Signature: X _____
(Authorized Signature)

Dated: _____