



**SPONSOR AGREEMENT**

**1. Creation of a Trust Account.** Under declaration of trust established this \_\_\_\_ day of \_\_\_\_\_, 2014 (the "Sponsor Agreement"), pursuant to decree of the \_\_\_\_\_ Probate Court in Docket No. \_\_\_\_\_, dated \_\_\_\_\_, 2014, a trust (the "Trust Account") for the sole benefit of the beneficiary identified herein (the "Designated Beneficiary") is established hereby with Guardian Community Trust, Inc. (the "Trustee"), under and subject to the Guardian Community Trust for Supplemental Needs, an instrument dated and executed on March 23, 2004, as amended and restated by instrument dated November 24, 2004 (the "Trust"), in the amount and upon the terms of funding set forth below. In creating the Trust Account, the Sponsor incorporates the Trust by reference and agrees that the Trust Account hereafter shall be governed by the terms and conditions of the Trust, including without limitation those terms and conditions which relate to this Sponsor Agreement.

**2. Designated Beneficiary:**  **Trust Established by Court**

_____		_____
Name		Date of Birth
_____		_____
Address (physical location of Designated Beneficiary)		Social Security No.
_____		
Address		
_____		
City/Town	State	Zip
_____	_____	_____
Home Phone	Work Phone	Cell Phone
_____	_____	_____
_____		
E-Mail		

Living Situation:  Skilled Nursing Facility (current or immediately anticipated)  
 Assisted Living Facility (current or immediately anticipated)  
 Home (for the foreseeable future)  
 Other \_\_\_\_\_

Real Estate:  Does Designated Beneficiary own a home (including life estate)?  
(If checked, please include copy of deed.)

Marital Status:  Married  
 Not Married (please circle one: never married, divorced or widowed)

4. **Contribution:** The total donation to the Trust Account shall be: \$ \_\_\_\_\_

Is the full amount donated today?  Yes  No

If "No," the initial amount, which I donate today is: \$ \_\_\_\_\_

The balance of the total donation is expected to be as follows:

Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

5. **Election To Name Residual Beneficiaries.** Upon the death of the Designated Beneficiary, the Trustee shall distribute the remaining balance of the Trust Account, if any (after the payment of estate administration and/or estate tax obligations, distributions to the Trustee and reimbursement of medical expenses to the MassHealth program, all pursuant to paragraphs 6.01 through 6.04 of the Trust) to the recipients and in the percentage(s) or amount(s) described below:

See separate sheet, attached

Name		Relationship	Address	Amount or %
	Minor?	If Deceased: (2) To:		SSN:
SSN	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Lapse; or → Address:		

Name		Relationship	Address	Amount or %
	Minor?	If Deceased: (2) To:		SSN:
SSN	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Lapse; or → Address:		

Name		Relationship	Address	Amount or %
	Minor?	If Deceased: (2) To:		SSN:
SSN	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Lapse; or → Address:		

6. **Acknowledgments and Waivers.** The Sponsor understands that:

- (a) This Sponsor Agreement is a legal agreement that incorporates a master trust instrument, identified as the Trust. The Sponsor has been advised to seek advice of legal counsel, and, after consultation (or waiver, as the case may be), the Sponsor has read and understands all of the terms and provision of this instrument and of the Trust.
- (b) This Sponsor Agreement and the Trust both are irrevocable. The Sponsor may, during the lifetime of the Designated Beneficiary, add or substitute residual beneficiaries named in Section 5, above. In all other respects, however, the use, distribution, investment, dissolution and/or other control of the property in the Trust Account are solely within the absolute and sole discretion of the Trustee.
- (c) Investments of the Trust Account will be directed primarily toward providing liquidity for support, and not to generate returns.
- (d) Contributions to the Trust Account may have tax consequences which, in the Trustee's discretion, can be satisfied out of the Trust Account, but the Sponsor understands that the Designated Beneficiary, and not the Trustee, remains responsible for any such taxes.
- (e) The Trustee can amend the Trust at any time, with or without notice, but it cannot change the final distribution that is provided in this Sponsor Agreement.

**7. Identification of State Medicaid Programs.**

The following is, to the best of the Sponsor’s knowledge, a complete list of the states in which the Designated Beneficiary has received Medicaid benefits during lifetime. (Please include years in which the Designated Beneficiary lived in the state, and address(es) during that time).

\_\_\_\_\_  
\_\_\_\_\_

**TRUSTEE:** The undersigned Trustee of the Guardian Community Trust for Supplemental Needs hereby declares the trust herein, accepts the assignment of funds and acknowledges that a Trust Account has been established for the Designated Beneficiary by the \_\_\_\_\_ Probate Court, all as set forth hereinabove.

Guardian Community Trust, Inc.,

By: \_\_\_\_\_  
Peter M. Macy, Executive Director

Date: \_\_\_\_\_

<b>COMMONWEALTH OF MASSACHUSETTS</b>
Essex, ss
On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared the above-named Peter M. Macy, certifying that he is the Executive Director of Guardian Community Trust, and proved to me through satisfactory evidence of identification, which was personal knowledge, that he is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Executive Director aforesaid, and that he has the authority to act hereunder.
_____ Notary Public My commission expires:

**ASSENT OF RESPONSIBLE PARTY:**

The undersigned Responsible Party, \_\_\_\_\_, (1) has reviewed the Sponsor Agreement herein, (2) agrees to be bound as agent or other fiduciary by the terms and provisions hereof, and (3) certifies that he or she has legal authority with respect to the estate of the Designated Beneficiary that is sufficient to perform the duties and provide the information upon which the Trustee has relied in order to establish a Trust Account hereunder.

WITNESS therefore my hand and seal is \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Responsible Party)

<b>COMMONWEALTH OF MASSACHUSETTS</b>
_____, ss
On this ____ day of _____, 201__, before me, the undersigned notary public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was _____, that he or she is the person whose name is signed on the preceding or attached document, and acknowledged to me that he or she signed it voluntarily for its stated purpose,
_____ Notary Public My commission expires: