



## SPONSOR AGREEMENT

**1. Creation of a Trust Account.** The undersigned, acting both as settlor and as beneficiary (and who therefore may be referred to hereinafter either as "Sponsor," or as "Designated Beneficiary," depending upon the context), hereby establishes an account (a "Trust Account") 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 February 20, 2014 (the "Trust"), in the amount and upon the terms of funding set forth below, on behalf of the Designated Beneficiary as sole beneficiary. 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:**

☐ **Sponsor is the Beneficiary**

\_\_\_\_\_  
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:

**3. 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: \$ \_\_\_\_\_

**4. Permission to Visit & View Medical Information:** The Designated Beneficiary hereby grants permission to the Trustee and its employees to personally visit and view medical information about the Designated Beneficiary for purposes of evaluating needs and exercising its discretion as Trustee hereunder with respect to benefits.

**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 administration and/or 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:	
<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:	
<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:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Lapse; or → Address:		

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

- 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.
- 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.
- Investments of the Trust Account will be directed primarily toward providing liquidity for support, and not to generate returns.
- 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.
- 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).

## EXECUTION AND ATTESTATION OF MARK

IN WITNESS WHEREOF, the undersigned \_\_\_\_\_ has hereunto set his or her mark  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as Sponsor aforesaid:

**SPONSOR:**

\_\_\_\_\_

### WITNESSES

The foregoing instrument was signed by \_\_\_\_\_ as Sponsor aforesaid, who, then appearing to be at least eighteen years of age, of sound mind and under no constraint or undue influence, declared this to be his or her Sponsor Agreement for an account with the Guardian Community Trust for Supplemental Needs, all in the presence of us, who, at his or her request, in his or her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

**First Witness:**

**Second Witness:**

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Address:

### COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned notary public, personally appeared the above-named \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, as principal and witnesses, respectively, of the within Sponsor Agreement, each of whom proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, that he or she is the person whose name is signed or marked above, and each acknowledged to me that he or she signed or marked it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**TRUSTEE:** The undersigned Trustee of the Guardian Community Trust for Supplemental Needs hereby accepts the assignment of trust herein and acknowledges the creation of a Trust Account for the Designated Beneficiary, all as set forth above.

Guardian Community Trust, Inc.,

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

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

### COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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: \_\_\_\_\_