

# How to Complete your Trust Application and Agreement

- A Account Number:** Please enter your current number. If you choose to open a new account for this Trust, please leave this box blank.
- B Trust Name:** Enter the name or title of the Trust here.
- C Trust Date:** Enter the date the Trust was established.
- D Trust Type:** Please select Revocable as all new Trusts must be revocable. *If you have already established a Revocable Trust with the Credit Union, and all Trustors become deceased, then the Trust will become irrevocable. At that time a new Trust Application needs to be completed.*
- E Trustor information:** The Trustors are the persons who have created the trust, and may be identified on the Trust documents as the Settlor(s).
- F Trustee information:** The Trustees are the persons who have the authority to act or transact on the Trust. Most often, if all Trustors are alive. They are the same persons as Trustees. If this is the case, please check the box and skip to the next item.
- G Successor Trustees:** The persons who will be granted the authority to act, or transact on the Trust in the event of the passing or incapacitation of **all Trustees**. They will have the responsibility to disburse the funds to the beneficiaries.
- H Beneficiaries:** The persons who will receive the funds in the Trust account upon the passing or incapacitation of **all Trustees**. If there are more than four beneficiaries, please use additional paper.

ACCOUNT NUMBER
000000



## Trust Application and Agreement

1. The undersigned, as Trustee(s) for funds for the above referenced accounts are controlled by the Trust Instrument entitled \_\_\_\_\_

Living Trust, executed on 3/12/2013 (month, day, year), requests and authorizes SkyOne Federal Credit Union to establish a trust account on the terms and conditions set forth below and the Trustee(s) on behalf of the Trust and with the Trustor(s) named below agree to conform to the terms and conditions contained within the Credit Union's Truth-in-Savings Disclosure, if applicable. This account shall be governed by applicable state, federal and local laws and regulations, and the articles incorporation, Charter, bylaws, rules, and regulations and practices of the Credit Union, each as amended from time to time.

2. If this is a Revocable Trust, one or more Trustor(s) is/are member(s) of the Credit Union. If this is an Irrevocable Trust, either the Trustor or Beneficiary must be members or in the case of multiple Trustors or beneficiaries, all the Trustor(s) or Beneficiaries must be members in the Credit Union. All accounts opened in the name of the Trust belong solely to the Trust. No transfer of voting rights or other membership privilege is permitted by virtue of a transfer of shares. Accounts are not transferable, as defined in 12 CFR Part 204. It is understood that the Trust under this Account Agreement has no voting rights at any membership meeting, although the individual member/Trustor(s)/Trustee(s) retain their personal voting rights if they retain individual membership at the Credit Union.

This trust is:  Revocable  Irrevocable

3. THE CREDIT UNION HAS NOT RECEIVED A COPY OF THE TRUST INSTRUMENT AND SHALL IN NO EVENT BE LIABLE FOR ITS CONTENTS. The Trustor(s)/Trustee(s) — not the Credit Union — assume full responsibility for enforcing the provisions of the Trust Instrument.

4. The name, address, social security number, phone numbers, date of birth and mother's maiden name of all Trustor(s).

Last Name	First Name	MI	Address	City	State	Zip
Sample	John	Q	601 Sherwood Ave.	Any Town	CA	55555
SSN	DOB		Mother's Maiden Name	Home Phone	Work Phone	
123-45-6798	2/19/1982		Donna Diaz	(123) 456-7890		
Drivers License No.			Membership Eligibility			
123A45B			Pacific Aviation			
Last Name	First Name	MI	Address	City	State	Zip
Sample	Tim		601 Sherwood Ave.	Any Town	CA	55555
SSN	DOB		Mother's Maiden Name	Home Phone	Work Phone	
123-45-6798	1/23/1980		Donna Diaz	(123) 456-7890		
Drivers License No.			Membership Eligibility			
123A45B			Family			

5. The name, address and social security number, phone numbers, date of birth and mother's maiden name of all Trustee(s). Check this box if all Trustee(s) are the same as Trustor(s) listed in section 4:

Last Name	First Name	MI	Address	City	State	Zip
Sample	John		601 Sherwood Ave.	Any Town	CA	55555
SSN	DOB	Drivers License No.	Mother's Maiden Name	Home Phone	Work Phone	
123-45-6789	1/1/1982	123A45B	Donna Diaz	(123) 456-7890		
Last Name	First Name	MI	Address	City	State	Zip
SSN	DOB	Drivers License No.	Mother's Maiden Name	Home Phone	Work Phone	
Last Name	First Name	MI	Address	City	State	Zip
SSN	DOB	Drivers License No.	Mother's Maiden Name	Home Phone	Work Phone	

6. Trustee(s) affirm that successor Trustee(s) is/are bound under the Trust Instrument to serve, and are authorized and fully qualified to act as Trustee(s) in the event that all of the Trustee(s) named above resign, die, become incapacitated or otherwise become unable to act as Trustee(s) of the Trust. This Account Agreement will not be approved unless successor Trustee(s) are designated below:

Name	Date of Birth	SSN
1 Tim Sample	1/23/1980	123-45-6798
2 John Sample	1/1/1982	123-45-6798
3		

7. The name, date of birth, and social security number of all Beneficiaries.

Name	Date of Birth	SSN
1		
2		
3		
4		

8. Any deposit account (EXCEPT INDIVIDUAL RETIREMENT ACCOUNTS — IRA) can be held in trust. The Credit Union is merely a depository for the funds held in trust. Establishing an account that is to be included in the Trust is the same as establishing any other account. Only the Trustees who have signed the Trustee's Account Agreement can transact on the account. Any subsequent account(s) opened at the Credit Union in the name of the Trustee will be governed by this Application and the terms and conditions herein.

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9. In the event that all Trustor(s)/Trustee(s) and successor Trustor(s)/Trustee(s) die, resign, become incapacitated, refuse to act or the Credit Union receives conflicting instructions, the Credit Union reserves the right to interplead any and all funds held in accounts opened under this Application and Agreement and to deduct its attorneys' fees for the interpleader action from the Trust account funds.
10. If there is a change in the parties or terms of Trust, including, but not limited to, a change in Trustor(s)/Trustee(s), or a change of address of Trustor(s)/Trustee(s), all Trustor(s)/ Trustee(s) agree to execute a new "Trust Application and Agreement." Such change shall not be effective until the Credit Union has received a properly completed and executed "Trust Application and Agreement" and has had a reasonable opportunity to act on it. In the event of a change of address of Trustor(s)/Trustee(s), the Trustee(s) agree to notify the Credit Union promptly of such change(s).
11. The Trustee(s) certify that they are duly appointed under the Trust Instrument and that by the authority vested in them under the Trust Instrument, they, acting alone or in concert, are authorized and empowered to transact business of any kind in connection with the trust's accounts at the Credit Union. It is agreed that any transaction by the above named Trustee(s) acting alone or in concert shall be valid and discharge the Credit Union from any liability. Trustee(s) agree that any account opened at the Credit Union on behalf of the Trust shall be governed by the terms of this Account Agreement as well as the Credit Union's Bylaws, additional account agreements and Truth-in-Savings Disclosures, which are incorporated herein by reference.
12. Trustee(s) may authorize the transaction of any business on accounts held at the Credit Union in the name of the Trust by their oral or written instruction to the Credit Union. Trustee(s) may obtain funds from the Trust's accounts in their names or the names of third parties upon Trustee(s) written or oral instruction.
13. If the Trustee(s) named on this Account Agreement borrow from the Credit Union and the Trust Instrument must be examined by a third party (for example, a title company), the Credit Union agrees to forward a copy of the Trust Instrument from the Trustee(s) to a third party only if Trustee(s) present a sealed envelope, containing the Trust Instrument to the Credit Union. The Credit Union will not accept copies of the Trust Instrument, which are not in a sealed envelope. Further, the Credit Union will not keep any Trust Instruments in its files or be liable for the contents of a Trust Instrument. The Trustee(s) shall sign on a form designated by the Credit Union that the Credit Union has received the Trust Instruments in a sealed envelope when the Trustee(s) present(s) the Trust instruments to the Credit Union.
14. Trustee(s) agree that if they borrow from the Credit Union and use Trust assets as collateral, then the Trustor(s) or the Trustee(s), as members of the Credit Union, will, by signing all documents relating to the loan, obligate themselves as individuals in addition to the signatures of the Trustee(s) on behalf of the Trust.
15. Trustee(s) agree to promptly notify the Credit Union if any of the Trustor(s)/Trustee(s) die or become incapacitated. Prior to any successor Trustee(s) transacting business on accounts held at the Credit Union in the name of the Trust (including any withdrawal pursuant to Section 17 below), the successor Trustee(s) must provide the Credit Union with either a letter of resignation signed by the existing Trustee(s) or a certified copy of the death certificate for the Trustee(s). The successor Trustee(s) must complete a new Application and Agreement as well as a Certification of Trust. Death, resignation or incapacitation of any Trustor(s)/Trustee(s) shall not revoke the authority of the Credit Union to act under this Account Agreement until written notice of death, resignation or incapacitation has been presented to the Credit Union and the Credit Union has reasonable opportunity to act on it. However, upon presentation of a certified copy of Trustee(s) death certificate(s), resignation or judicial declaration(s) of incapacity, the Credit Union is authorized to act upon designated successor Trustee(s) instructions in accordance with the terms of this Account Agreement.
16. Successor Trustee(s) shall close all accounts opened under this Account Agreement within 90 days after receiving notification of death, resignation or incapacity of the Trustee(s). The Credit Union is authorized, but not required, to close any accounts opened under this Account Agreement upon the 91 day after receiving notice of the Trustee(s) death(s), and mail a check to the designated successor Trustee(s), for the balance of the account and made payable to the designated successor Trustor(s) /Trustee(s) or the above-named Trust. The parties may be able to maintain the Trust accounts at the Credit Union under a new Application and Agreement. See a Credit Union account representative for eligibility.
17. Trustor(s) and Trustee(s) acknowledge and agree that the Credit Union's sole obligation to the Trustor(s)/Trustee(s) is a depository institution and is a debtor/creditor relationship and nothing in this Application and Agreement or in the Trust Instrument shall be construed to impose any duties or obligations whatsoever upon the Credit Union as a Trustee or other fiduciary under the Trust Instrument or otherwise.
18. All Trustor(s) and Trustee(s) hereby agree for the Trust, themselves and all Trust beneficiaries for the life of the Trust and the statutory life of any cause of action involving any account of the Trust to indemnify and hold harmless the Credit Union from any and all claims, suits, actions, damages, judgments, costs, charges and expenses, including, but not limited to, court costs and attorney's fees, resulting from any and all liability, loss and damage of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment, maintenance and transaction of any business on any Trust account at this Credit Union. The Trustor(s) and Trustee(s) on behalf of the Trust agree to pay any necessary expenses, attorney's fees or costs incurred in the enforcement of this Application and Agreement.
19. Trustor(s) and Trustee(s) acknowledge and agree that the Credit Union is relying upon the statements, representations and warranties made by the Trustor(s) and Trustee(s) contained in this Application and 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 the Trust accounts. The Credit Union reserves the right at any time to require the Trustee(s) to execute and provide a Certification of Trust pursuant to California Probate Code Section 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.
20. This Application and Agreement incorporates the full and complete understanding concerning accounts, and transaction of business thereon at the Credit Union for the above named Trust.

**I** **Form W9** Please provide the social security number or taxpayer identification number under which tax reporting should occur for the Trust.

**J** **Trustor/Trustee Signatures** All Trustors/Trustees must sign and date. Please also check the appropriate box underneath the signature. If the signer is both a Trustor and Trustee, then check both boxes

**Request for Taxpayer Identification Number**

**PART I. Taxpayer Identification Number (TIN)**  
I agree to enter my TIN or my employer identification number in the appropriate box. For individuals, this is my social security number (SSN). **Taxpayer Identification Number**

**PART II. Payee Exempt From Backup Withholding**  
Cross out Part II 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.

**PART III. Certification**  
Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification, (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. person (including a U.S. resident alien).

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.

Under penalties of perjury, the Trustor(s)/Trustee(s) certify that the information on this form above is true and correct and agree to its terms and conditions. The Trustee(s) also certify that the signature(s) appearing below are genuine signatures of said authorized persons.

If the Trustor(s) is/are also Trustee(s) under the Trust instrument, and have checked the box in section 5 above, the Trustor(s)/Trustee(s) may sign once and check both boxes under their signature.

Signature	Date	As <input type="checkbox"/> Trustor <input type="checkbox"/> Trustee		Signature	Date	As <input type="checkbox"/> Trustor <input type="checkbox"/> Trustee
Signature	Date	As <input type="checkbox"/> Trustor <input type="checkbox"/> Trustee		Signature	Date	As <input type="checkbox"/> Trustor <input type="checkbox"/> Trustee
Signature	Date	As <input type="checkbox"/> Trustor <input type="checkbox"/> Trustee		Signature	Date	As <input type="checkbox"/> Trustor <input type="checkbox"/> Trustee

**For Credit Union Use Only**

Accepted/Opened By \_\_\_\_\_ Date \_\_\_\_\_ Application Approved By \_\_\_\_\_ Date \_\_\_\_\_

Quality Reviewed By \_\_\_\_\_ Date \_\_\_\_\_

ASOB-1209

