



SPONSOR AGREEMENT

- 1. Creation of a Trust Account.** This is an agreement of trust executed by the undersigned _____, on behalf and at the direction of the Designated
Name of person making mark for Settlor
Beneficiary named below, in the capacity both of settlor and of 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, for the sole benefit of the said Designated 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 %
Social Security No.	Minor?	If Deceased: (2) To:	SSN:	
	☐ Yes ☐ No	☐ Lapse; or → Address:		

Name		Relationship	Address	Amount or %
Social Security No.	Minor?	If Deceased: (2) To:	SSN:	
	☐ Yes ☐ No	☐ Lapse; or → Address:		

Name		Relationship	Address	Amount or %
Social Security No.	Minor?	If Deceased: (2) To:	SSN:	
	☐ Yes ☐ No	☐ 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

(First of two signature pages)

IN WITNESS WHEREOF, the undersigned [*Name of person making the mark*] has hereunto set [HIS/HER] mark this -0- day of <Select> , 2020, on behalf of, and at the direction of, the Sponsor/ Designated Beneficiary aforesaid:

SPONSOR: _____ by _____

WITNESSES

The foregoing instrument was signed by _____, on behalf and at the direction of the 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 her Sponsor Agreement for an account with the Guardian Community Trust for Supplemental Needs, all in the presence of us, who, at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

First Witness:

Second Witness:

Print Name:
Street:
City/St/Zip

Print Name:
Street:
City/St/Zip

COMMONWEALTH OF MASSACHUSETTS

, ss

On this day of , 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 and for its stated purpose.

Notary Public
My commission expires:

EXECUTION BY TRUSTEE

(Second of two signature pages)

TRUSTEE: The undersigned Guardian Community Trust, Inc., as Trustee of the Guardian Community Trust for Supplemental Needs, hereby accepts the appointment of trustee 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 _____, 2020, before me, the undersigned notary public, personally appeared Peter M. Macy, as Executive Director aforesaid, who proved to me through satisfactory evidence of identification, which was personal knowledge, that he is the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it in said capacity voluntarily for its stated purpose,

Notary Public
My commission expires: