



## Living Trust Account Agreement and Certification of Trust

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

Member Number: \_\_\_\_\_

Share ID(s): \_\_\_\_\_

THIS ACCOUNT AGREEMENT AND CERTIFICATION OF TRUST (the "Agreement") is effective as of the date indicated above. The undersigned, as Trustee(s) of the \_\_\_\_\_ Trust, dated: \_\_\_\_\_ (the "Living Trust"),

requests and authorize the Hudson Valley Credit Union ("HVCU") to establish an account (the "Account") on the terms and conditions set forth below and the terms and conditions contained within HVCU's Truth In Savings Disclosure and Account Agreement, if applicable. This Agreement serves as the Master Account Agreement for this Living Trust and controls all subsequent accounts opened under this Living Trust member number, and is a continuing authorization to open any other account for me on my verbal request and deposit of funds. This Account shall be governed by applicable state, federal and local laws and regulations, and the articles of incorporation, Charter, bylaws, rules, regulations and practices of HVCU, each as amended from time to time.

Care of (c/o) Name for all account correspondence \_\_\_\_\_ Email \_\_\_\_\_ Passcode \_\_\_\_\_

Mailing Address for all account correspondence \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

**Revocable**     **Irrevocable**    All Trustor(s) of the Living Trust must be members of Hudson Valley Credit Union.

**Certificate Details**    Amount: \_\_\_\_\_    Term: \_\_\_\_\_

Dividend Disbursement:     Credit to Certificate     Credit to Share ID \_\_\_\_\_

**Overdraft Coverage from Primary Savings**     **No Overdraft Coverage**  
 **The Trustee(s) certify that they have the necessary equipment and ability to access records electronically**

### TRUSTOR INFORMATION

Trustor's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Home Phone Number \_\_\_\_\_

Residential Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Trustor's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Home Phone Number \_\_\_\_\_

Residential Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

*(If there is more than one Trustor, Trustee, or Successor Trustee, please continue on the Living Trust Addendum page.)*

### TRUSTEE INFORMATION

Trustee's Name \_\_\_\_\_  Check Here if same as the first Trustor listed above.    Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Home Phone Number \_\_\_\_\_

Residential Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Trustee's Name \_\_\_\_\_  Check Here if same as the second Trustor listed above.    Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Home Phone Number \_\_\_\_\_

Residential Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

### SUCCESSOR TRUSTEE INFORMATION

Successor Trustee's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Home Phone Number \_\_\_\_\_

Residential Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Successor Trustee's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Home Phone Number \_\_\_\_\_

Residential Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

**BENEFICIARY INFORMATION**

Living Trust Member Number: \_\_\_\_\_

Beneficiary's Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Social Security Number \_\_\_\_\_

Residential Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_

Beneficiary's Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Social Security Number \_\_\_\_\_

Residential Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_

(If there are more than two Beneficiaries, continue on the Addendum page.)

**IMPORTANT INFORMATION ABOUT THE PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Sharing of Information**  If this box is left unchecked, information relating to my/our account(s) may be shared with HVCU's affiliates.

**Taxpayer Identification Number (TIN)** \_\_\_\_\_

**SSN/EIN number:** \_\_\_\_\_

Enter your TIN in the appropriate box. For individuals, this is your Social Security Number (SSN). For most entities, it is your Employer Identification Number (EIN). If you do not have a number, refer to the instructions outlined in the Truth-In-Savings Disclosure and Account Agreements.

**TIN Certification**

I certify under penalties of perjury that the following is true: (1) The number shown on this form is my correct taxpayer identification, and (2) I am not subject to backup withholding.  I agree to check the box if I have been notified by the IRS that I am currently subject to backup withholding because of underreporting interest or dividends on my tax return. (3) I am a U.S. citizen or other U.S. person. For federal tax purposes, you are considered a U.S. person if you are: an individual who is a U.S. citizen or U.S. resident alien; a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; an estate (other than a foreign estate); or a domestic trust (as defined in Regulations section 301.7701-7) (4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Exempt payee code (if any) \_\_\_\_\_ Exemption from FATCA reporting code (if any) \_\_\_\_\_. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Trustee Signature (with title) and TIN Certification \_\_\_\_\_ Date: \_\_\_\_\_

**Authority of Trustee(s):** The Trustee(s) represent and warrant that he or she has the authority under the governing Trust instrument to:

- a. Enter into this Agreement to establish and maintain this Account as Trustee with Hudson Valley Credit Union ("HVCU").
- b. 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.
- c. Borrow money and pledge any and all sums on deposit in this Account as security for the repayment of any loan made by HVCU.

**Indemnification:** The Trustee(s) hereby agree to defend, indemnify and hold HVCU 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 Hudson Valley 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) acknowledge and agree that HVCU is relying upon the statements, representations and warranties made by the Trustee(s) contained in this Agreement, and that HVCU 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. HVCU reserves the right to require the Trustee(s) to execute and provide at any time a current certification of trust in form and substance acceptable to HVCU, affirming the existence of the Trust and the authority and powers of the Trustee(s) thereunder. The Trustee(s) agree to notify HVCU of (a) any change in address of any Trustee, 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 HVCU only after a new Living Trust 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 HVCU 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 Living Trust Account Agreement. HVCU may also require a new Certification of Trust.

**HVCU as Depository Institution Only:** The Trustee(s) acknowledge and agree that HVCU'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 HVCU 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, HVCU 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.

**Certification:** I/we certify that the above-named trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this certification of trust to be incorrect. I/we agree to be bound by the terms and conditions of this account agreement. I/we declare under penalty of perjury pursuant to the laws of the State of New York that the foregoing is true and correct.

This Living Trust Account Agreement supersedes all previous Living Trust Account Agreements.

Trustee's Signature \_\_\_\_\_

Date \_\_\_\_\_

Trustee's Signature \_\_\_\_\_

Date \_\_\_\_\_



## Living Trust Account Agreement

### Authority of Trustee(s):

The Trustee(s) represent and warrant that he or she has the authority under the governing Trust instrument to:

- a. Enter into this Agreement to establish and maintain this Account as Trustee with HVCU.
- b. 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.
- c. Borrow money and pledge any and all sums on deposit in this Account as security for the repayment of any loan made by HVCU.

### Indemnification:

The Trustee(s) hereby agree to defend, indemnify and hold HVCU 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 HVCU 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) acknowledge and agree that HVCU is relying upon the statements, representations and warranties made by the Trustee(s) contained in this Agreement, and that HVCU 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. HVCU reserves the right to require the Trustee(s) to execute and provide at any time a current certification of trust in form and substance acceptable to HVCU, affirming the existence of the Trust and the authority and powers of the Trustee(s) thereunder. The Trustee(s) agree to notify HVCU of (a) any change in address of any Trustee, 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 HVCU only after a new Living Trust Account Agreement form has been completed and executed by the Trustee(s).

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### Recommendation to Seek Professional Advice:

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. IN PROVIDING THIS AGREEMENT FOR THE ESTABLISHMENT OF THIS ACCOUNT, HVCU 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.

### Certification:

I/we certify that the above-named trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this certification of trust to be incorrect. I/we agree to be bound by the terms and conditions of this account agreement. I/we declare under penalty of perjury pursuant to the laws of the State of New York that the foregoing is true and correct.

