



Application and Agreement for Credit Union Account In the Name of Trustee(s)

Account Number:		Closed Date:	
Suffix(es):			

1. The funds in the trust are controlled by the Trust Instrument entitled _____, executed on _____ by _____, trustor(s). The trustee(s) on behalf of the trust hereby apply(ies) for membership in the Credit Union with the trustor(s) named below and agree to conform to the Credit Union's Bylaws and the terms and conditions of this Account Agreement.

2. The trustor(s) is/are member(s) of 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 Application and Agreement has no voting rights at any membership meeting, although the individual member/trustor(s) retain their personal voting rights if they retain individual membership at the Credit Union.

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

4. The name, address, Social Security Number, date of birth and Driver's License Number/State of all trustors:

Name	Address	Social Security Number	Date of Birth	Driver License No./ State

5. The name, address, Social Security Number, date of birth and Driver's License Number/State of all trustees are listed below. If all trustees are the same as all trustors listed in Section 4, you need only check this box: ☐

Name	Address	Social Security Number	Date of Birth	Driver License No./ State

6. The name, address, Social Security Number, date of birth and Driver's License Number/State of all successor trustees are listed below. 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 Application and Agreement will not be approved unless successor trustee(s) are designated below.

Name	Address	Social Security Number	Date of Birth	Driver License No./ State

7. The name, address and Social Security Number of all beneficiaries of the trust are listed below.

Name	Address	Social Security Number

8. In the event that all trustee(s) and successor 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.

9. If there is a change in the parties or terms of the trust, including, but not limited to, a change in trustors or trustees, or a change of address of trustors/trustees, all trustor(s) and trustee(s) agree to execute a new Application and Agreement. Such change shall not be effective until the Credit Union has received a properly completed and executed Application and Agreement and has had a reasonable opportunity to act on it.

10. 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, any trustee, acting alone or jointly, is 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 jointly, shall be valid and discharge the Credit Union from any liability.

11. 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(s') written or oral instruction.
12. Trustee(s) may receive, take possession of, release, assign, mortgage, pledge, hypothecate, or otherwise use assets of the trust as security for a loan from the Credit Union or any other purpose except as specifically set forth below:
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13. If the trustee(s) named on this Application and 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 the 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 that are not in a sealed envelope. Further, the Credit Union will not keep any Trust Instrument 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 Instrument in a sealed envelope when the trustee(s) present(s) the Trust Instrument 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) or trustee(s) die or become incapacitated. Death, resignation or incapacity of any trustee or trustor shall not revoke the authority of the Credit Union to act under this Application and Agreement until written notice of the death, resignation, or incapacity 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(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 Application and Agreement.
16. Successor trustee(s) shall close all accounts opened under this Application and Agreement within 90 days after receiving notification of death, resignation, or incapacity of the trustee(s). Credit Union is authorized, but not required, to close any accounts opened under this Application and Agreement upon the 91st day after receiving notice of the trustee's(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 trustee(s) as trustee(s) for the above-named trust.
17. The 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 attorneys' fees, resulting from any and all liability, loss, or damage of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment, maintenance, or transaction of any business on any trust account at the Credit Union. The trustor(s) and trustee(s), on behalf of the trust, agree to pay any necessary expenses, attorneys' fees, or costs incurred in the enforcement of this Application and Agreement.
18. This Application and Agreement incorporates the full and complete understanding concerning the accounts, and the transaction of business thereon, at the Credit Union for the above-named trust.

Request for Taxpayer Identification Number

Part I. Taxpayer Identification Number	Enter your TIN:
Part II. Certification Certification Instructions. Cross out item 2 to the right if you have been notified by the IRS that you are currently subject to backup withholding.	By signing below, you certify under the penalties of perjury that: 1. The number shown on this form is your correct Taxpayer Identification Number; and 2. You are not subject to backup withholding, and 3. You are a U.S. person (including a U.S. resident alien).
Signature:	Date:

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. THE CREDIT UNION MAKES NO REPRESENTATION AS TO ANY TAX/PROBATE AVOIDANCE OR FINANCIAL/ESTATE PLANNING ADVANTAGE, BENEFIT, OR RESULT BASED ON THE TRUST ACCOUNT DESIGNATION. IF THE TRUSTOR(S) OR TRUSTEE(S) DESIRE ASSISTANCE OR ADVICE CONCERNING THIS APPLICATION AND AGREEMENT, THE SERVICES OF AN ATTORNEY OR OTHER COMPETENT PROFESSIONAL PERSON SHOULD BE SOUGHT. ALL TRUSTOR(S) AND TRUSTEE(S) MUST SIGN BELOW.

Under penalties of perjury, the trustor(s) and 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 signatures appearing below are genuine signatures of said authorized persons.

IF THE TRUSTOR(S) IS/ARE ALSO THE TRUSTEE(S) UNDER THE TRUST INSTRUMENT, AND HAVE CHECKED THE BOX IN SECTION 5 ABOVE, THE TRUSTEE(S)/TRUSTOR(S) MAY SIGN ONCE AND CHECK BOTH BOXES UNDER THEIR SIGNATURE.

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

FOR CREDIT UNION USE ONLY

Application Approved By (Print Name): _____ Title: _____ Signature: _____ Date: _____



Certification of Trust

Name of Trust: _____

Account Number: _____

Taxpayer Identification Number of Trust: _____

The undersigned represent, agree and declare to Caltech Employees Federal Credit Union that they are all the current Trustees of this Trust and that:

1. **Validity.** This Trust, established on *(date)* _____ is currently in existence and valid under laws of California and is *(choose one)* ☐ Revocable ☐ Irrevocable.
2. **Trustor(s).** The following is/are the names of the person(s) who created the trust:

3. **Current Trustees.** The following is/are the names of those currently serving as trustee(s) of the Trust:

4. **Successor Trustees.** The Successor Trustee(s) named on the Trust are:

5. **Revocation and Amendment.** The Trust has not been revoked, amended or modified in any manner that would cause the representations contained in this certification of trust to be incorrect.
6. **Trustee Powers.** The Trustee(s) are authorized and empowered to transact business of any kind in connection with the Trust's account(s) at Caltech Employees Federal Credit Union. It is agreed that any transaction by the trustees shall be valid and discharge the Credit Union from any liability.

Trustee(s) acknowledge that the Credit Union has not received a copy of the Trust and has no responsibility to know or interpret its terms.

I/We declare under penalty of perjury that the foregoing is true and correct.

Trustee Signature	Printed Name	Date
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Trustee Signature	Printed Name	Date
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Trustee Signature	Printed Name	Date
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Trustee Signature	Printed Name	Date
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Trustee Contact Information

Instructions: please provide contact information for each trustee. Completed forms should be submitted to the Credit Union with a clear, readable copy of a driver's license, State ID or passport for each trustee.

Trustee Name: _____

Trustee Phone Number: _____ ☐ Home ☐ Work ☐ Mobile

Trustee Phone Number: _____ ☐ Home ☐ Work ☐ Mobile

Trustee Email Address: _____

Trustee Password/Mother's Maiden Name: _____

Trustee Name: _____

Trustee Phone Number: _____ ☐ Home ☐ Work ☐ Mobile

Trustee Phone Number: _____ ☐ Home ☐ Work ☐ Mobile

Trustee Email Address: _____

Trustee Password/Mother's Maiden Name: _____

Trustee Name: _____

Trustee Phone Number: _____ ☐ Home ☐ Work ☐ Mobile

Trustee Phone Number: _____ ☐ Home ☐ Work ☐ Mobile

Trustee Email Address: _____

Trustee Password/Mother's Maiden Name: _____

Trustee Name: _____

Trustee Phone Number: _____ ☐ Home ☐ Work ☐ Mobile

Trustee Phone Number: _____ ☐ Home ☐ Work ☐ Mobile

Trustee Email Address: _____

Trustee Password/Mother's Maiden Name: _____