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## Special Needs Trust Fee Agreement

**For the Benefit of \_\_\_\_\_ (Beneficiary Name)**

THIS AGREEMENT dated as of \_\_\_\_\_, 20\_\_ is made between Advocates & Guardians for the Elderly & Disabled, Inc. (AGED) and the Grantor as listed on the signature page.

IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Enrollment fee will be based on the funding value:

\$ Enrollment Fee	\$ Funding value
\$0	\$1 to \$2,500
\$250	2,501 to \$5,000
\$500	\$5,001 to \$10,000
\$750	Greater than \$10,000

2. Annual administrative fee will be based on the market value of the trust assets:

% Fee	\$ Market Value of Trust Assets
2.5%	First \$500,000
1.5%	Next \$500,000 (\$500,001 to \$1,000,000)
1.0%	Next \$1,000,000 (\$1,000,001 to 2,000,000)
.75%	Over \$2,000,000 (\$2,000,001 and greater)

\$115 minimum per month\* (may be waived, reduced, or delayed until Medicaid approval – determined on a case-by-case basis). *\*Subject to change with 30 days advance written notice.* Fees may be billed monthly or quarterly.

3. Contributions other than income received within twelve months of initial funding may be subject to additional enrollment fees. Maximum enrollment fee is \$750.
4. There may be a \$50 fee for emergency disbursements required within 24 hours.
5. At AGED’s sole discretion, the funds may be invested in a portfolio which includes but is not limited to fixed income and equity securities. For accounts that are invested, brokerage fees may apply and will be disclosed in your trust statement. **If you do not want your funds invested, please let AGED know.**

6. There may be additional fees for accounting services, money management, or the management of unique assets such as real property or mineral interests.
7. This Agreement sets forth the entire agreement between the parties regarding the fees to be paid for trust administration, whether oral or written. The parties agree that no amendment to this Agreement (other than periodic fee increases) shall be binding upon the parties unless it is in writing executed by both parties.
8. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.
9. The parties acknowledge that this Agreement may be negotiated and transmitted between the parties by means of a facsimile machine and that the terms and conditions agreed to are binding upon the parties. Upon acceptance of this Agreement, copies of the facsimile will be executed by both parties.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

- Disabled Individual (Beneficiary / Grantor)
- Agent under Durable Power of Attorney
- Parent  Grandparent  Guardian  Court

Sign: \_\_\_\_\_

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

Advocates & Guardians for the Elderly & Disabled, Inc. Trustee

Sign: \_\_\_\_\_

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

Title: \_\_\_\_\_