

SPECIAL NEEDS TRUST AGREEMENT

Location: _____ Date: _____

Grantor Information:

Full Name: _____

Address: _____

Phone/Email: _____

Trustee Information:

Full Name(s): _____

Address: _____

Phone/Email: _____

Beneficiary Information:

Full Name: _____

Date of Birth: _____ SSN: _____

Special Needs / Disability Description: _____

Trust Details:

Trust Name: _____

Trust Property Description: _____

Initial Funding Amount: _____ USD

Article 1 – Trust Establishment

The Grantor hereby establishes a Special Needs Trust (the “Trust”), irrevocable and existing under the laws of the United States, for the benefit of the Beneficiary named herein. This Trust is created to supplement, but not supplant, public benefit programs and to provide for the health, education, maintenance, and support of the Beneficiary.

Article 2 – Trustee Powers and Duties

The Trustee shall hold, manage, invest, and distribute Trust assets solely for the benefit of the Beneficiary, exercising reasonable care, skill, and caution. The Trustee shall make distributions to or for the Beneficiary’s supplemental needs such that the Beneficiary will not be disqualified from receiving governmental benefits. The Trustee shall keep accurate records and provide accountings upon request.

Article 3 – Distributions

Distributions shall be made at the Trustee’s discretion for the Beneficiary’s supplemental needs, including but not limited to medical care, education, housing, transportation, and personal care items. Distributions shall not be used for food or shelter if such use would jeopardize the Beneficiary’s eligibility for public assistance programs.

Article 4 – Spendthrift Clause

The Trust assets shall be held subject to a spendthrift provision to prevent the Beneficiary's creditors from attaching Trust funds prior to distribution, except as required by applicable law. Neither the Beneficiary nor any creditor shall have the right to demand Trust assets.

Article 5 – Termination of Trust

The Trust shall terminate upon the death of the Beneficiary. Upon termination, any remaining Trust assets shall be distributed to the remainder beneficiaries designated herein. If no remainder beneficiaries survive, the Trust assets shall pass to the Grantor's estate.

Article 6 – Governing Law

This Trust shall be governed by and construed in accordance with the laws of the State of _____, United States of America, without regard to any conflict of law principles. The Trustee and all parties agree to submit to the jurisdiction of courts within this state.

Article 7 – Trustee Succession

In the event the Trustee is unable or unwilling to serve, a successor Trustee shall be appointed in accordance with the provisions herein or by the Grantor's designation. The successor Trustee shall have all powers and duties granted to the original Trustee.

Article 8 – Amendment and Revocation

This Trust is irrevocable and may not be amended or revoked by the Grantor once executed, except as otherwise required by law or court order to maintain the Beneficiary's eligibility for governmental benefits.

Article 9 – Compensation of Trustee

The Trustee shall be entitled to reasonable compensation for services rendered, payable from Trust assets, subject to any applicable limitations under state law and consistent with the duties undertaken.

Article 10 – Liability of Trustee

The Trustee shall not be liable for losses resulting from investments or distributions made in good faith and in accordance with this Trust Agreement, except in cases of willful misconduct or gross negligence.

Article 11 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail return receipt requested, or by nationally recognized overnight courier service to the addresses listed herein or as updated by written notice.

Article 12 – Severability

If any provision of this Trust Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

GRANTOR'S SIGNATURE

TRUSTEE'S SIGNATURE

Signature: _____

Signature: _____

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