

PARTICIPATION AGREEMENT

THIS IS A LEGAL DOCUMENT; YOU ARE ENCOURAGED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

THIS AGREEMENT made thisday of, 20..

BETWEEN:

SUPPORT & TRUSTEE ADVISORY SERVICES,
a body corporate (the Advisor”),

-and-

*, (the “Participant”)

WHEREAS:

1. The Advisor is a non-profit charitable organization incorporated under the laws of Ontario.
2. The Advisor has entered into an Agreement (the “Trustee and Advisory Agreement”) dated August 17, 1998 with the Royal Trust Corporation of Canada (the “Trustee”) to provide families with access to trustee services and advice regarding the use and expenditure of trust funds for or on behalf of, individuals who have an intellectual disability who are beneficiaries of trust funds.
3. Support and Trustee Advisory Services of Brampton Caledon named in the Trustee and Advisory Agreement changed its name to Support and Trustee Advisory Services by Supplementary Letters Patent dated May 28, 2004.
4. The Participant has a [son/daughter/etc.], [name], (the “Beneficiary”), who has an intellectual disability. The Participant intends to establish a trust fund (the “Trust Fund”) for the benefit of the Beneficiary.

5. The purpose of this Agreement is to participate in and accept the services offered under the Trustee and Advisory Agreement.

IN CONSIDERATION of the covenants contained in this Agreement, the parties agree to the following terms and conditions:

1. **COMMENCEMENT OF AGREEMENT** - This agreement shall commence as of the date it is signed by both parties.

2. **PARTICIPANT INFORMATION:**

Participant's Full Name:

Address:

Telephone Number (Day):

(Evening):

Birth date:

Relationship to Beneficiary

Name of Lawyer:

Name of Executor(s) of Will

Location of Will:

3. **BENEFICIARY INFORMATION:**

Beneficiary's Full Name:

Address:

Birth date:

Place of Birth
(City, Province)

Social Insurance Number:

Mother's Name:

Father's Name:

Name and Address of Contact
Person in the Event of the Death

of Participant
.....
.....

Does the Beneficiary Receive Funds
From the Ontario Disability Support
Program

Does the Beneficiary Receive Any
Other Financial Benefits or Services
From Government or Services From a Social
Service Agency or from any other source? Yes..... No.....

If Yes, Which Government Agency?

4. **CONDITIONS OF PARTICIPATION** - The Participant acknowledges and accepts the following conditions of participation in services offered under the Trustee and Advisory Agreement:

(a) **Inter Vivos (Living) or Testamentary Trust** – The Participant shall establish an inter vivos (living) trust and/or a testamentary trust for the beneficiary.

(b) **Sole Trustee** – The Trustee (Royal Trust Corporation of Canada) shall be the sole trustee of the Trust Fund.

(c) **Advisor** – Subject to the terms of the Trustee and Advisory Agreement, Support and Trustee Advisory Services shall be authorized to provide recommendations, guidance and advice to the Trustee, regarding payments from the Trust Fund to or on behalf of the Beneficiary. **The Participant acknowledges that Support and Trustee Advisory Services’ ability to provide appropriate recommendations, guidance and advice to the Trustee will be dependent on:**

(i) **it receiving meaningful information with respect to the Beneficiary’s circumstances, needs and wishes from the Beneficiary’s support network; and**

(ii) **if the Beneficiary is not supported by Brampton-Caledon Community Living or Community Living Mississauga:**

(A) **the Advisor's ability to obtain information with respect to the Beneficiary's circumstances, needs and wishes may be limited unless the Beneficiary has a reliable support network in place that communicates this information to the Advisor; and**

(B) **the Advisor's ability to verify the circumstances, needs and wishes of the Beneficiary may be compromised.**

(d) **Minimum Requirement** – The Participant shall contribute a minimum initial cash capital sum of Ten Thousand Dollars (\$10,000.00) to a Trust Fund for the benefit of the Beneficiary.

(e) **Fees** – The Trustee shall be authorized to charge fees for trustee services and pay fees for advisor services in accordance with the provisions of the Trustee and Advisory Agreement.

(f) **Surplus Income from Trust Fund** – Any income from the Trust Fund that is not used for the Beneficiary during the year it is earned may be added to the Trust Fund. If it becomes unlawful to add unused income to the Trust Fund, the Participant shall agree that Support and Trustee Advisory Services will be the beneficiary of the income. If Support and Trustee Advisory Services has a General Benevolent Fund in place at that time, such unused income shall be allocated to that Fund, and if Support and Trustee Advisory Services does not have a General Benevolent Fund in place at that time, such unused income shall be applied by Support and Trustee Advisory Services as it in its absolute discretion deems advisable.

5. **TIMING OF CONTRIBUTION TO THE TRUST FUND** - The Participant intends to contribute to the fund the Trust Fund by transferring cash property to the Trustee as follows: (initial appropriate times)

Participant's
initials

- (a) If a single Participant, upon the death of
The Participant
- (b) If two or more Participants, upon the death
Of
- (c) If two or more Participants, upon the death of
The survivor of the Participants
- (d) Immediately, upon signing a Trust Agreement
with Royal Trust Corporation of Canada
- (e) Other (please specify)
.....

6. **METHOD OF CONTRIBUTION TO THE TRUST FUND** - The Participant intends to transfer cash assets to the Trust Fund in one or more of the following ways: (initial appropriate methods)

Participant's
initials

- (a) Under the Participant's Will
- (b) Through a life insurance policy making a beneficiary
Designation naming Royal Trust Corporation of Canada
As Trustee for the Beneficiary
- (c) By making a direct cash gift to Royal Trust

Corporation of Canada as Trustee for the Beneficiary

The amount the Participant intends to contribute under this section 6 paragraphs (a), (b),(c) (delete the paragraphs that are not applicable), to the Trust Fund is.....(the amount that the Participant intends to contribute at a future date is subject to change by the Participant.)

If the amount that the Participant actually contributes as an initial contribution is less than \$10,000.00, the Trustee shall be entitled to decline the transfer of assets.

7. OBLIGATIONS OF ADVISOR

(a) Subject to subsection 7(b)(vi) below, the Advisor shall make reasonable efforts to get to know the Beneficiary and maintain regular contact with the Beneficiary.

(b) Subject to subsection 7(b)(vi) below, following the Participant contributing to the Trust Fund in accordance with Sections 5 and 6, the Advisor shall:

(i) make all reasonable efforts to maintain regular contact with the Beneficiary and determine the beneficiary's needs for financial support;

(ii) provide prudent recommendations, guidance and advice to the Trustee regarding the Beneficiary's needs for financial support and ways those needs can be addressed through the Trust Fund; and

(iii) Subject to subsection 7(b)(iv), provide annual reports to the following individuals regarding the recommendations, guidance and advice the Advisor has given to the Trustee during the preceding year and regarding the status of the Beneficiary's Trust Fund:

(A) the Beneficiary, and

- (B) the Participant; or
 - (C) if the Participant is no longer living, any individual who is identified by the Participant to be a remainder beneficiary under the Trust Fund.
- (iv) The provision of reports under paragraph 7(b)(iii) shall be carried out by regular mail to the last known address on file with the Advisor. With the exception of the Beneficiary, the Advisor shall be under no obligation to determine any changes of address of individuals or organizations identified in paragraph 7(b)(iii). In the event that an individual or organization fails to advise the Advisor of any changes of address, the mailing of a report to the last known address on file with the Advisor shall constitute sufficient notice and reporting by the Advisor.
- (v) Individuals or organizations identified in paragraph 7(b)(iii) shall have sixty (60) days from the mailing of any report to raise questions concerning the report provided by the Advisor. If questions are not raised within sixty (60) days, the report shall be deemed to be acceptable.
- (vi) **If the Beneficiary lives or moves outside the Regional Municipality of Peel, or if residing within the Regional Municipality of Peel but not supported by Brampton-Caledon Community Living or Community Living Mississauga, there may be circumstances that may prevent the Advisor from maintaining regular contact with the Beneficiary. In such circumstances, the Advisor will attempt to make reasonable efforts to determine the needs of the Beneficiary for the purposes of providing advice and guidance to the Trustee, however the Participant acknowledges that the Advisor will be dependent on communications it receives from the**

Beneficiary's support network and the Advisor's ability to verify the circumstances, needs and wishes of the Beneficiary may be compromised.

8. **APPOINTMENT OF REPLACEMENT TRUSTEES** - The Advisor is authorized to nominate a replacement trustees for the Trust Fund if the Trustee resigns or is replaced according to the terms contained in the Trustee and Advisor Agreement.

9. **SUBSTITUTION OF ADVISOR** - In the event that the Advisor becomes an inactive organization, the Advisor is authorized to nominate Community Living Mississauga and/or Brampton Caledon Community Living to be a substitute advisor. If Community Living Mississauga and Brampton Caledon Community Living both do not exist or are unable or unwilling to accept the nomination as a substitute advisor, the Advisor is authorized to nominate an alternate substitute advisor, according to the terms contained in the Trustee and Advisor Agreement.

Any substitute advisor nominated or appointed pursuant to the Trustee and Advisor Agreement, or by a court of competent jurisdiction, is authorized and empowered to act upon and be bound by the provisions of this Agreement. Any actions taken or decisions made by a substitute advisor that are within the scope of this Agreement shall be deemed to be valid and proper.

10. **INCORPORATION OF TRUSTEE AND ADVISOR AGREEMENT:**

(a) The Participant accepts and adopts the definitions, terms and conditions of the Trustee and Advisor Agreement which are incorporated by reference into this Participation Agreement.

(b) The Participant acknowledges receipt of a copy of the Trustee and Advisor Agreement.

11. **TERMINATION OF AGREEMENT** - This Agreement shall terminate when any one of the following events occurs:

- (a) If the Participant delivers to the Advisor a written notice of termination *before* making a contribution to the Trust Fund for the benefit of the Beneficiary;
- (b) If the Participant fails to establish a Inter Vivos (living) or Testamentary Trust for the beneficiary;
- (c) If the Participant fails to contribute to the Trust Fund in accordance with the conditions of participation or the Trustee declines to accept the transfer of property;
- (d) The Participant's contribution to the Trust Fund for the Beneficiary becomes exhausted prior to the death of the Beneficiary;
- (e) If the Participant revokes a revocable *Inter Vivos* (living) Trust and no other trust fund is or will be created by the Participant for the Beneficiary pursuant to the terms of the Trustee and Advisor Agreement; or
- (f) When the Beneficiary dies.

12. **AMENDMENTS** - The provisions of the Participation Agreement may be amended as the Advisor and Participant may jointly agree, so long as any such amendment is consistent with the Trustee and Advisor Agreement and the terms and conditions of the Trust Fund established by the Participant.

SIGNED, SEALED AND DELIVERED by the parties this... day of....., 20...

) SUPPORT AND TRUSTEE ADVISORY
) SERVICES
)
) per.....
)
) per.....

We have authority to bind the Corporation.

.....)
(witness))
) Participant
)
)
)
)
)
(witness))
) Participant
)

)