

# TRUST- CREDIT UNION AGREEMENT

THIS AGREEMENT, between the undersigned trustee(s) (whether one or more, the "Trustee") of the \_\_\_\_\_  
 \_\_\_\_\_ (the "Trust"), which was created  
 by \_\_\_\_\_ (whether one or more, the "Settlor") under  
 a written trust agreement dated \_\_\_\_\_, and \_\_\_\_\_ Credit Union  
 (the "Credit Union") is dated this \_\_\_\_\_ day of \_\_\_\_\_.

The Trustee hereby requests that the Credit Union establish and maintain the account(s) listed below (whether one or more, the "Account") and agrees to be bound by the terms and conditions of this Agreement. The Trustee makes the following representations with full knowledge that the Credit Union will rely thereon.

**A. Representations**

1. The Account to be established on behalf of the Trust is:

Account Number	Type	Account Number	Type
Account Number	Type	Account Number	Type

2. The name(s) and address(es) of the Trustee is:

Name	Address	Trustee
Name	Address	Trustee
Name	Address	Trustee
Name	Address	Trustee

3. The name(s) and address(es) of the successor Trustee named in the Trust, who shall succeed to the position of Trustee in the order indicated, if all of the Trustees listed in A.2, above are unable or unwilling to serve as Trustee, is:

Name (First Successor)	Address
Name (Second Successor)	Address

The aforementioned successor(s) shall sign such agreements as may be required from time to time by the Credit Union.

4. The name(s) and address(es) of the beneficiary(ies) of the Trust is:

Name	Address
Name	Address
Name	Address
Name	Address

**B. Terms and Conditions.**

1. The Account established hereunder shall be subject to the terms of this Agreement and the bylaws, regulations, policies and other rules and regulations of the Credit Union now in effect or as amended from time to time, including any fees and charges that may be assessed from time to time for the use of the Account.

**THIS AGREEMENT INCLUDES THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE.** The undersigned acknowledge a copy of this agreement. **(All current Trustees must sign.)**

Trustee	Trustee
Trustee	Trustee

**FOR CREDIT UNION USE ONLY**

The terms of this agreement are hereby accepted by the Credit Union.

Signature	Title	Date
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## ADDITIONAL TERMS AND CONDITIONS

2. Any Trustee acting alone may issue telephone, written or electronic orders or instructions regarding the Account, and endorse for cash, deposit, negotiation, collection or discount by the Credit Union any and all share drafts, checks, drafts, share certificates or other instruments or orders for the payment of money owned or held by the Trust. Any Trustee acting alone is authorized, for and on behalf of the Trust, to sign share drafts, drafts, share certificates and other orders for payment or withdrawal of money from the Account and issue instructions regarding the same. Any Trustee may act independently with respect to the Account without authorization from any other Trustee.
3. For purposes of determining whether a current or successor Trustee is unable or unwilling to serve for purposes of this Agreement, the Credit Union is authorized to rely on any of the following, within the discretion of the Credit Union.
  - (a) A certified death certificate of the Trustee; or
  - (b) A writing signed by the Trustee or his or her attorney-in-fact, conservator or guardian stating that the Trustee is unable or unwilling to act as Trustee; or
  - (c) A writing signed by a licensed physician stating that the Trustee is unable to act as Trustee.
4. Any Trustee acting alone may sign and deliver to the Credit Union agreements, certifications, and other documentation required by the Credit Union for transfers of funds and to identify in those agreements other agents of the Trust authorized to order such transfers. An endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation or signature of the person so endorsing. Any agent of the Trust is authorized to make requests, whether written or oral, including but not limited to, requests made by telephone or other electronic means of the Credit Union for the transfer of funds between accounts maintained by the Trust at the Credit Union.
5. The Credit Union is authorized to honor, certify, pay and charge to the Account, all share drafts, drafts, notes, bills, share certificates or orders for the payment, withdrawal or transfer of funds deposited in the Account for whatever purpose or to whomever payable, including requests for conversion of such instruments into cash as well as for deduction from and payment of cash out of any deposit, whether or not payable to, endorsed or negotiated by or for the credit of any persons signing such instrument or payable to or for the credit of any other agent of the Trust, when signed, accepted, endorsed or approved as evidenced by original or facsimile signature by any Trustee. The Credit Union shall not be under any duty to inquire as to the circumstances of the issuance or use of any instrument or request or the application or use of proceeds thereof.
6. The Trustee certifies that the authority conferred in this Agreement and related Account and membership cards shall remain in full force and effect until a Trustee notifies an officer of the Credit Union to the contrary in writing. Until the Credit Union receives said notice, such authority is in effect and the Trustee has full authority to act in that capacity.
7. Statements of account and notice, if any, will be mailed to the Trust at the mailing address of the first-named Trustee herein unless the Credit Union is instructed otherwise in writing.
8. The Credit Union is authorized to comply with any process, summons, order, injunction, execution, restraint, levy, lien or notice of any kind ("Process") received by or served upon the Credit Union, by which, in the Credit Union's opinion, another person or entity claims an interest in any Account. The Credit Union may, at its option and without liability, refuse to honor orders to pay or withdraw sums from the Account and may hold the balance therein until Process is disposed of to the Credit Union's satisfaction. The Credit Union may require any Trustee or any other person claiming an interest in the Account to obtain the appointment of a special trustee under Wis. Stats. § 701.17(2), as it may be amended, for purposes of resolving any dispute or question regarding the Account.
9. The Trustee shall provide a complete, accurate and true copy of the trust agreement and any amendments to the Credit Union upon request.
10. The Trustee represents and warrants that the Account to be established and maintained pursuant to this Agreement will be established and maintained in a manner that is wholly consistent with the terms and conditions of the Trust.
11. The Trustee, in his or her representative capacity and individually, hereby agrees to indemnify and hold the Credit Union harmless from any and all claims, suits, actions, damages, judgments, liabilities, losses, costs, charges and expenses, including court costs and attorneys' fees of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment and maintenance of, and transaction of any business related to the Account established pursuant to this Agreement. The Trustee agrees to pay any necessary expenses, attorneys' fees or costs incurred by the Credit Union in the enforcement of this Agreement.
12. The terms of this Agreement supplement the terms of any other account agreement between the Credit Union and the Trust. To the extent the terms of this Agreement conflict with the terms of any other agreement between the Credit Union and the Trust, the terms of this Agreement shall control.