

# Charitable Remainder Trust Administration Service Agreement

**THIS AGREEMENT** is entered into between \_\_\_\_\_  
("Trustee") and CRTPro LLC ("Administrator"). The Trustee of the \_\_\_\_\_("Trust"),  
dated \_\_\_\_\_, retains the Administrator as its agent to provide  
administrative services described herein.

## I. Rights and Duties of the Administrator.

1. Based on information provided by the Trustee or its agents, the Administrator shall maintain accurate records of all trust income and payment of trust expenses and shall maintain trust accounting records pursuant to the four-tier charitable remainder trust accounting system. A report of the accounting shall be provided to the Trustee on an annual basis.
2. Unless the Administrator is notified by the Trustee or its agents of other instructions, including trust terms or applicable governing law, the Administrator shall account for the allocation of trust earnings and expenses to principal and income in accordance to the revised Uniform Principal and Income Act
3. The Administrator shall maintain a record of all contributions made to the trust based on information provided by the Trustee. The Administrator shall furnish copies of all relevant information and records to the Trustee upon reasonable request.
4. The Administrator shall prepare, and provide to the Trustee or its agents for signature, all applicable federal and state tax forms for the Trust. The Trustee shall be responsible for ensuring that all required tax forms are filed on a timely basis once received from the Administrator. The Administrator shall not prepare federal gift tax returns or state gift tax returns, unless requested to do so by the Trustee as an additional service.
5. The Administrator has no responsibility to discover errors or inaccuracies related to prior year(s) accountings or tax filings not prepared by the Administrator.
6. The Administrator shall have power to select and employ competent agents to assist and advise it in the performance of this service agreement. The Trustee's approval for the employment of agents shall not be required. The Administrator shall give the Trustee advanced notice of any additional fees that would be assessed for any additional or special functions performed.
7. The Administrator is not responsible for determining trust qualification under Internal Revenue Code, nor is it required to inform the Trustee whether the trust is in compliance with Internal Revenue Code and related regulations and rulings.
8. The Administrator shall be entitled to presume the trust is in compliance, unless notified by the Trustee to the contrary. In any event, the Administrator shall not be responsible for the initial or continuing qualification of the trust.

9. The Administrator shall assist the Trustee or its agents in computing the amount of required distributions to each beneficiary of the trust. Although the Administrator shall provide such communications to the Trustee or its agents, it will be the Trustee's responsibility to ensure that all required distributions are properly made.
10. The Administrator does not provide any tax or legal advice.
11. The Administrator shall not be responsible for any loss(es) or consequence(s) experienced as a result of the decisions, actions, or failures to act of the Trustee and/or the trustee's investment advisors.
12. The Administrator shall not be responsible for any loss(es) or consequence(s) experienced as a result of any act of self-dealing by any disqualified person.
13. The Administrator shall not be responsible for any loss(es) or consequence(s) experienced as a result of the intentional or unintentional withholding of information from the Administrator needed by it to properly perform its duties.

## **II. Rights and Duties of the Trustee.**

1. The Trustee shall retain the right upon written notice to withdraw from the service at any time.
2. The Trustee shall retain the right to request copies of all pertinent and relevant documents, including income and expense reports, tax returns/forms, annual reports, and any other documentation required to be retained by the Administrator per the Trust Administration Service Agreement.
3. The Trustee shall retain the right to require, in writing, the Administrator to remove trust information or account information completely or in part from the Administrator records.
4. The Trustee will not be required to pay additional fees for special functions or additional services unless the Trustee pre-approves such.
5. The Trustee shall be responsible for ensuring the timely execution and filing of trust tax returns by the Trustee(s) or its agents.
6. The Trustee shall retain the right to keep specific trust identifying information anonymous to the Administrator, including trust name, trust fed ID number, names of income beneficiaries and Trustees, social security numbers and tax ID numbers of income beneficiaries and Trustees, and name(s) of remainder beneficiaries.
7. The Trustee has a duty to provide accurate and timely information to The Administrator for purposes of trust valuation and accounting. The Trustee shall select and retain on an "as needed basis" one or more appraisers who are qualified to provide valuation appraisals of hard to value trust assets.
8. The Trustee agrees to report each act of self-dealing and any instances of trust unrelated business taxable income
9. The Trustee has the duty to determine the investment objective(s) of the Trust and to ensure that trust investments are not prohibited by the Trust or applicable trust laws.
10. The Trustee agrees to retain and pay for legal counsel to provide legal services to the Trustee and/or the Administrator should such services be necessitated, through no fault of the Administrator, during the administration of the Trust.

**III. Miscellaneous.**

1. Compensation of the Administrator for the general administration services specified herein, as amended from time to time, is \$800 (\$1,200 for trusts valued over one million), and shall be charged to the trust on an annual basis at the beginning of the calendar year and is to be paid by the Trust on an annual basis by the end of the each calendar year or upon date of service termination if earlier. From time to time, the Administrator may perform special functions or additional services as required or requested by the Trustee that are not enumerated in this administration agreement. Trusts with significant transactional activity and/or with valuations exceeding five million dollars also will be subject to additional charges. The Administrator shall give the Trustee advanced notice of any additional fees that would be assessed for any additional or special functions performed.
2. The Administrator provides a comprehensive record keeping and tax reporting service for Trustees of Charitable Remainder Trusts ("CRT"s) and their agents. In consideration of your use of the service, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the service's registration form, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Administrator has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Administrator has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). The Administrator also retains the right to suspend or terminate your account if, after a reasonable effort to make a determination, it believes that the account will not be used for the purposes of the terms of service agreement.

**IV. Effective Date.**

This Agreement is effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**"Trustee"**

**"Administrator"**

Signed: \_\_\_\_\_

Signed: 

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

Title: President, CRTPro LLC

Date: \_\_\_\_\_

Date: January 1, 2018

Address of the Administrator:  
CRTPro LLC  
791 Springwood Ln  
Kalispell, MT 59901  
(800) 422-3316 (866) 239-6781 facsimile