

Credit Union Account No. _____

**F&A FEDERAL CREDIT UNION
APPLICATION AND AGREEMENT FOR MINOR'S COOGAN ACCOUNT**

1. The Trustee(s) ("Trustee") is establishing this Minor's Coogan Account ("Account") for the purpose of preserving for the benefit of the minor, certain earnings pursuant to:
 - Court order entered on _____, by the Honorable Judge _____
(California Family Code ' 6752(b)); or
 - California Family Code ' 6752(c).
2. The Trustee named in this Account is a member of the Credit Union. The name of the Trustee is set forth below. The Credit Union will maintain this Account only so long as the Trustee is a member of the Credit Union.
3. The Trustee agrees to provide a copy of any and all orders of the court regarding the Account to the Credit Union immediately. The Trustee agrees to inform the Credit Union in writing if a change is made in any order of the court.
4. The name, address and Social Security number of all Trustees are listed below:

5. The Trustee agrees to notify the Credit Union in writing if a change of trustee occurs.
6. Any subsequent account opened at the Credit Union with Account monies will be governed by this application and the terms and conditions contained herein.
7. The name of the beneficiary of the Account is: _____
Address: _____
Social Security Number / (TIN): _____ Date of Birth: _____ - _____ - _____
- The Trustee agrees to notify the Credit Union if any beneficiary listed here ceases to be a beneficiary or changes address, providing such a notice of termination of beneficiary shall impose no obligation on the Credit Union for the contents of the notice.
8. The following rules shall govern disbursements of Account funds:
 - (a) No withdrawal of funds shall be made unless:
 - (i) The Trustee seeking the funds presents a certified copy of an order of the court; or
 - (ii) The beneficiary seeking the funds upon reaching the age of 18 years presents a certified copy of the beneficiary's birth certificate.
 - (b) No transfers of funds shall be permitted unless:
 - (i) The transfer is to another account at the Credit Union and the funds transferred shall continue to be held in a Minor's Coogan Account;
 - (ii) The transfer is to another financial institution or company, the funds transferred will continue to be held in trust pursuant to California Family Code ' 6750 et seq., and the Trustee has provided written notification to the transferee financial institution or company.
9. Any payment in accordance with Section 8 shall be valid and shall discharge the Credit Union from any liability.
10. Death or incompetence of the Trustee shall not revoke the Credit Union's authority until the Credit Union has written notice of the fact of death or adjudication of incompetence and have reasonable opportunity to act on it.
11. No transfer of voting rights or other membership privilege is permitted by virtue of a transfer of shares. Accounts are not transferable, as defined in 12 CFR Part 204.
12. Trustee acknowledges and agrees that the Credit Union's sole obligation to the Trustee and the Account is as a depository institution and is a debtor/creditor relationship and nothing in the Application and Agreement or in any Trust Instrument shall be construed to impose any duties or obligations whatsoever upon the Credit Union as a trustee or other fiduciary under any Trust Instrument or otherwise.
13. The Trustee hereby agrees for the beneficiary for the life of the account and the statutory life of any cause of action involving any account to indemnify and hold harmless the Credit Union from any and all claims, suits, actions, damages, judgments, costs, charges, and expenses, including court costs and attorneys' fees, against any and all liability, loss, and damage of any nature whatsoever that the Credit Union shall or may sustain resulting from the establishment, maintenance, and transaction of any business on this trust account at this Credit Union. The Trustee agrees to pay any necessary expenses, attorneys' fees, or costs incurred in the enforcement of this hold harmless and indemnity agreement.

- 14. The Trustee agrees to conform to the Credit Union's bylaws, the terms and conditions of this Application and Agreement, as well as the Account Agreement and Truth-in-Savings Disclosure, receipt of which is hereby acknowledged.
- 15. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. IF YOU DESIRE ASSISTANCE OR ADVICE CONCERNING THIS AGREEMENT, THE SERVICE OF AN ATTORNEY OR OTHER PROFESSIONAL PERSON SHOULD BE SOUGHT.

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Part I.

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see Part I of "Specific Instructions" to Payer's Request for Taxpayer Identification Number and Certification in the Account Agreement and Truth-in-Savings Disclosure.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** in "Specific Instructions" Part I.

Social Security Number

____ - ____ - _____

OR

Employer Identification Number

____ - _____

Note: If the account is in more than one name, see the chart for guidelines on "What Name and Number To Give the Requester."

Part II.

Certification

Under the penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. Cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return.

Sign Here

Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature (Trustee) _____ **Date** _____

Signature (Trustee) _____ **Date** _____

Signature (Trustee) _____ **Date** _____

Signature of approving officer: _____ Date _____