



# IRA Application

### Account Holder Information:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone : \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Employer: \_\_\_\_\_ Profession: \_\_\_\_\_

### Type of IRA:

Traditional  Roth (After-tax)  Sep IRA  Simple IRA

### Method of Funding:

- Trustee to trustee transfer (Fill out a transfer form for each IRA to be transferred)
- Rollover (Fill out a Rollover certificate)
- Contribution (Fill out Contribution form)

### Beneficiary Designation:

Primary  Contingent \_\_\_\_\_% \_\_\_\_\_  
Share Beneficiary Name

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Social Security Number Date of Birth Email Phone Number

Primary  Contingent \_\_\_\_\_% \_\_\_\_\_  
Share Beneficiary Name

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Social Security Number Date of Birth Email Phone Number

Primary  Contingent \_\_\_\_\_ % \_\_\_\_\_  
 Share Beneficiary Name

\_\_\_\_\_  
 Address City State Zip

\_\_\_\_\_  
 Social Security Number Date of Birth Email Phone Number

Primary  Contingent \_\_\_\_\_ % \_\_\_\_\_  
 Share Beneficiary Name

\_\_\_\_\_  
 Address City State Zip

\_\_\_\_\_  
 Social Security Number Date of Birth Email Phone Number

If you would like to have additional Beneficiaries or to change your beneficiaries, at any time, please fill out a beneficiary election form, found on the IRA forms page of our website, Sunwesttrust.com. It is important to update your beneficiaries when life events change.

### Account Disclosure and Hold Harmless Agreement

**Important!** This form contains important disclosures about your duties and responsibilities with regard to opening a Self-Directed Individual Retirement Account with Sunwest Trust Inc., Inc. as your custodian. **You are responsible for the investment of all assets within your account. These investments may involve a high-degree of risk. Sunwest Trust Inc. Will make no investigation or conduct due diligence reviews as to the viability or safety of the investments that you select. You should seek the advice of legal counsel and other professional advisors with respect to your investments. Read this entire form carefully before you complete and sign it! By signing this form you consent to all terms and provisions shown on all pages.**

In accordance with the Internal Revenue Code requirements to have a licensed Bank or Trust Company act as Custodian of my IRA, I hereby make the following certifications with the intent to have a custodial account setup with Sunwest Trust Inc. as the custodian:

1. I understand the requirements put forth by the IRS to establish an IRA and certify that I am eligible to establish a Traditional/Roth IRA. Furthermore, I understand that it is not the responsibility of Sunwest Trust Inc. to advise me as to the deductibility or non-deductibility of any contributions to my account. The reporting of my contributions and how they are handled are completely up to me.

2. I understand that my Account is self-directed. This means that I am responsible for the selection, management, and retention of all investments held within my Account. I understand that Sunwest Trust Inc. is in no way responsible for providing investment advice or recommendations, and that Sunwest Trust Inc. is not a “fiduciary” for my Account as such term is defined in the Internal Revenue Code (“IRC”), ERISA, Financial Institutions Division of the State of New Mexico, Blacks Legal Dictionary or any other applicable federal, state or local laws.

3. I understand that it is my sole responsibility to manage the investment held within my Account, and that Sunwest Trust Inc. has no responsibility to question any investment directions given by me or my Designated Representative, (if I have appointed one), regardless of the nature of the investment. I understand that Sunwest Trust Inc. is in no way responsible for monitoring the performance of the investment held within my Account.

I understand that Sunwest Trust Inc. will not conduct a due diligence review of any investment, nor will Sunwest Trust Inc. make any investigations with regard to any investment, any issuer or sponsor of any investment, or any officer, director, or other person or entity involved or affiliated with my investments. I understand that Sunwest Trust Inc. will not review the prudence, viability or merits of any of my investments.

4. I understand that, if my Designated Representative or any other financial representative suggested that I retain Sunwest Trust Inc.’s services as custodian for investments made through my Account, such person is not in any way an agent, employee, representative, or affiliate of Sunwest Trust Inc. I acknowledge that Sunwest Trust Inc. is not responsible for and is not bound by any representations, warranties, statements or agreements made by my Designated Representative or any financial representative beyond the terms and provisions contained in my Sunwest Trust Inc. Custodial Account Agreement and other Sunwest Trust Inc. forms and/or documents. I further understand that Sunwest Trust Inc. has not made and will not make any recommendation or investigation with respect to my Designated Representative or any financial representative, nor does Sunwest Trust Inc. compensate my Designated Representative or financial representative in any manner.

5. I understand that Sunwest Trust Inc. does not make any determination as to whether an investment is acceptable under ERISA, the IRC, or any other applicable federal, state or local laws, including securities laws. I acknowledge that it is my responsibility to review any investments to ensure compliance with the above requirements and to avoid the occurrence of any prohibited transactions in my Account arising out of my investments. **I understand that I should have all investments reviewed by my attorney and/or tax advisor prior to directing Sunwest Trust Inc. to process any transaction on behalf of my account.**

6. I understand that certain transactions are prohibited for tax-exempt retirement arrangements under IRC Section 4975. I further understand that the determination of whether the transactions directed by me within my account are prohibited transactions depends on the facts and circumstances that surround each transaction, and I understand that Sunwest Trust Inc. makes no determination as to whether any transaction

directed by me is a prohibited transaction. I understand that it is solely my responsibility to consult with advisors as I deem necessary and appropriate, and that I will warrant to Sunwest Trust Inc. that the investments directed by me are not prohibited transactions as defined in IRC Section 4975. I understand that I may not invest with a “disqualified person” as defined in IRC Section 4975 or a “party in interest” as defined in IRC Section 4975. I understand that should my Account engage in a prohibited transaction, a taxable distribution equal to the fair market value on my Account will result and certain penalties may be incurred. I further understand that if such a deemed distribution takes place prior to my attaining 59 1/2, an additional premature distribution excise tax may be imposed.

7. I understand that I cannot make investments without having the liquid funds in my Account. In addition, if any investment contains provisions for future contractual payments or assessments, including margin calls, I acknowledge that such payments or assessments shall be borne solely by my Account to the extent such payment is authorized by me or my Designated Representative, and may reduce or exhaust the value of my Account. I further agree to indemnify Sunwest Trust Inc. for any and all payments or assessments which may result from holding the investment within my Account, and I understand that Sunwest Trust Inc. shall be under no obligation whatsoever to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the investment.

8. I understand that if the investment contains any administrative requirements or duties beyond Sunwest Trust Inc.’s normal and customary services, then I agree to seek out suitable agents or counsel necessary to perform such duties and deliver written service agreements acceptable to Sunwest Trust Inc. for execution on behalf of my account.

9. I understand that Sunwest Trust Inc. has no responsibility or duty to notify me or to forward to me any notices, proxies, assessments or other documents received by Sunwest Trust Inc. on behalf of my investments, unless I, or my Designated Representative, request each such document in writing.

10. I agree to furnish payment instructions to Sunwest Trust Inc. regarding any invoice, assessment, fee or any other disbursement notification received by Sunwest Trust Inc. on behalf of my investments, and I understand that Sunwest Trust Inc. has no duty or responsibility to disburse any payment until such instructions are received from me, or my Designated Representative.

11. If I direct Sunwest Trust Inc. to purchase a debt instrument as an investment, I agree to enter into an escrow servicing agreement with a third-party Agent on a form acceptable to Sunwest Trust Inc. Or to be my own agent in order to administer the terms of the note on behalf of my account. I understand that should I choose Sunwest Escrow, LC services as my third-party agent it is still my responsibility to monitor the timeliness of payments and collection of payments. If I elect to renew or re-negotiate the terms of my instrument, I agree to notify Sunwest Escrow, LC as escrow agent and Sunwest Trust Inc. as custodian of my account.

12. If any of the investments I purchase for my account are limited partnerships or limited liability companies, I understand that such investments may generate Unrelated Business Taxable Income, or “UBTI”. I further understand that, if the UBTI attributable to my Account exceeds \$1,000 for any taxable year, an IRS Form 990-T tax form must be filed along with the appropriate amount of tax, payable from the assets of my account. I understand that Sunwest Trust Inc. does not monitor the amount of UBTI in my Account and does not prepare Form 990-T. If the tax is applicable, I agree to prepare, or cause to have prepared, the proper 990-T tax form and forward it to Sunwest Trust Inc., along with authorization to pay the tax from my Account. If I am required to File IRS Form 990-T with regard to any UBTI, I understand that I must utilize an Employer Identification Number (“EIN”). I will not use Sunwest Trust Inc.’s EIN or my own social security number. I understand that I must apply for my own EIN prior to or in conjunction with requesting Sunwest Trust Inc. to pay any taxes I may owe with regard to any UBTI that might be incurred.

13. I understand that Sunwest Trust Inc. has no duty or responsibility to monitor the performance of my Investments or actions of the sponsor, nor to monitor the sufficiency or adequacy of my actions or duties or those of my heirs, successors, agents or assigns, and Sunwest Trust Inc. will not be required to monitor the acts of any paid consultant to whom Sunwest Trust Inc. may have contractually delegated any duties or responsibilities pursuant to my directions or the directions of my Designated Representative.

14. Sunwest Trust Inc., Inc. is committed to protecting your account from unauthorized activity. We will assist you to recover any loss that results from unauthorized use of your Sunwest account. **But I understand Sunwest Trust Inc. is not liable for any loss that results from unauthorized use of my Sunwest account.** If you see any activity in your account not authorized by you, please report it to Sunwest immediately. As a precaution and for your protection, you should not share your account information and password with anyone. Any transaction initiated by someone to whom you have given your account information and password, will be treated as authorized by you.

15. I understand that Sunwest Trust Inc. must have an annual market value or good faith estimate (via an independent appraisal) of the value for all investments in my account and that it is my responsibility to provide such market value or good faith estimate. I further understand and acknowledge that if Sunwest Trust Inc. has not been provided with an annual market value or good faith estimate, Sunwest Trust Inc. may distribute that Investment in-kind to me at either the original acquisition cost or the last known value.

16. I agree to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and bringing any other suits or actions which may become necessary to protect the rights of my Account as a result of the operation or administration of my investments. I understand that any legal filings made on behalf of my investments are to be made in the name of “Sunwest Trust Inc. Custodian for the Self-Directed IRA of (my Name).” I agree that I shall not institute legal action on behalf of my investments without Sunwest Trust Inc.’s written consent to litigate and that I shall prosecute any legal action at my own expense, including payment of attorney’s fees and court costs. I agree that any such legal action will be carried out in a manner that does not cause Sunwest Trust Inc. to

incur any costs or legal exposure. I hereby agree to indemnify Sunwest Trust Inc. for any loss, cost or expense, including attorney's fees that it may incur in any collection activity or legal proceeding.

17. I understand that should I choose to invest in precious metals it is my responsibility to perform adequate due diligence on the broker I choose to invest with and that the investment I make is an acceptable investment according to IRC 4975 and IRC 408. Precious metal accounts are subject to additional fees due to storage costs.

18. I understand that Sunwest Trust Inc. reserves the right to liquidate any and/or all investments in my account in order to satisfy any outstanding fees owed to Sunwest and that Sunwest may also at their discretion distribute my account to me due to non-payment of fees. The account will be distributed at the FMV as reflected on my latest Sunwest account statement and I may have a tax liability because of this distribution, however, I agree to hold Sunwest Trust Inc. harmless of said liability.

19. I understand that all investments held within my Account are not guaranteed by Sunwest Trust Inc. and that my investments may lose value.

### ***PROHIBITED TRANSACTIONS-SUMMARY***

*Below is a summary of the Internal Revenue Code Section 4975 and IRS publication 590 regarding IRA prohibited transactions and disqualified persons. This is a summary and not a comprehensive reproduction of both the Code and the publication. Before making an IRA investment, you should consult a tax professional to be certain you are not entering into a prohibited transaction which could disqualify your entire IRA.*

*General Statement: A prohibited transaction is any improper use of your IRA by you, your beneficiary, or any disqualified person.*

*Section 4975 (c) prohibited transactions include but are not limited to any direct or indirect -*

- a) Sale or exchange, or leasing, of any property between a plan and a disqualified person;*
- b) Lending of money or other extension of credit between a plan and a disqualified person;*
- c) Furnishing of goods, services, or facilities between a plan and a disqualified person;*
- d) Transfer to, or use by or for the benefit of, a disqualified person of the income or assets of a plan.*

*Disqualified person: fiduciaries of the account, any members of your family including spouse, ancestor, lineal descendant, and any spouse of a lineal descendant and specific entities associated with those people.*

*Remember that your Sunwest Trust Inc., Inc. IRA is fully self-directed. **You are responsible for the selection, management, and retention time of your investment.** Sunwest Trust Inc., Inc. will accept a direction of investment from you for any asset not specifically prohibited by the IRS. If you have any*



questions regarding any transaction in your IRA, seek help from a tax professional before instructing Sunwest Trust Inc., Inc.

### ARBITRATION AGREEMENT

In the event a claim or dispute of any kind or nature arises between the Depositor and Custodian, including the scope of this arbitration clause, it shall be resolved by arbitration conducted in Albuquerque, New Mexico, as follows:

a). either party may submit the matter to arbitration by serving a complaint on the other party that sets forth the nature of the claim. Service may be made by certified mail to the designee. The parties shall mutually select an arbitrator who shall be a retired judge or an attorney licensed to practice law in the state of New Mexico, and shall have not less than ten years of experience in servicing as arbitrator or judge in disputes or litigation concerning the subject matter of the dispute.

b). the arbitrator shall conduct an evidentiary hearing and issue a final award within 180 days of his or her appointment. The arbitrator shall be bound to follow and apply the substantive law of the state of New Mexico, and the procedural and evidentiary rules of the state of New Mexico in effect at the time of any arbitration proceeding hereunder.

c). the arbitrator shall award reasonable attorney’s fees and costs of arbitration to the prevailing party.

d). If the parties cannot agree upon the appointment of an arbitrator, either party may file a petition in the Second Judicial District Court to appoint an arbitrator.

### FEE SCHEDULE

Fees are charged annually, in advance, on the anniversary date.

**All Individual Retirement Accounts are required to maintain a minimum cash balance of \$300.00 at all times for payment of IRA related fees that may become due.** In an effort to keep the annual account fee as low as possible Sunwest Trust invests a portion of the available cash in FDIC insured bank CD’s and in instruments guaranteed by the full faith and credit of the United States Government. The returns from these investments are used to pay IRA accountholders the savings interest rate as stated by US Bank and any additional income allows Sunwest to keep annual fees affordable.

**The annual fee is \$275.00 regardless of number and/or value of assets.**

|                                      |                             |
|--------------------------------------|-----------------------------|
| Account Application fee .....        | \$ 50.00                    |
| Annual Fee: Standard IRA .....       | \$275.00                    |
| Annual Fee: Precious Metals IRA..... | \$350.00 (includes storage) |

### ADDITIONAL FEES

|                         |   |
|-------------------------|---|
| Outgoing check fee..... | \$ 10.00 (deducted at the time of disbursement) |
| Outgoing ACH fee.....   | \$ 10.00 (deducted at the time of disbursement) |



|                                  |   |
|----------------------------------|---|
| Outgoing Wire Transfer Fee.....  | \$ 25.00 (deducted at the time of disbursement) |
| Outgoing Overnight Mail Fee..... | \$ 30.00 (deducted at the time of disbursement) |
| Transfer Out/Close Out Fee.....  | \$150.00  |
| Conversion Fee.....              | \$ 75.00  |
| Recharacterization Fee.....      | \$ 75.00  |
| Special Handling fee .....       | \$ 50.00  |

**Please note: Any cash transfers to Sunwest Trust, Inc. made by check will be subject to a seven business day (7) clearing period before funds are available to invest. Because of the Right of Rescission, new accounts are subject to a seven-calendar day waiting period before any funds can be invested. Fees are assessed on individual accounts based on the fee schedule in effect on the date of account set up. Fees may be changed by custodian with sixty days written notice to affected clients.**

Sunwest Trust, Inc. reserves the right to assess additional fees on any account with excessive activity or special services not covered by the above fee schedule. Any fees charged by a third party in connection with an account will be passed on to the account holder. Sunwest Trust, Inc. will invoice fees on the anniversary date of each account and payment will be withdrawn from account cash reserves within thirty days of billing unless the fees are paid directly. If there is not sufficient available cash to pay Sunwest Trust, Inc. fees, Sunwest May liquidate assets to cover unpaid fees. All fees are non-refundable. Contact Sunwest for further information.

I acknowledge that I have sole responsibility for directing the investments of my Account. I understand that Sunwest Trust Inc. may perform administrative review on any of my investments to determine if the investments are feasible for Sunwest Trust Inc. to maintain appropriate records as to each investment. I acknowledge, however, that Sunwest Trust Inc. will not perform a due diligence review, and will not undertake any investigation as to the prudence, viability, merits, or suitability of any investment in my Account. I agree to hold Sunwest Trust Inc. harmless from any liability for any loss, damage, injury, or expense which may occur as a result of the execution of my direction of investment.

I understand that I have a seven business day cooling off period for which I may rescind this IRA, during which time Sunwest Trust will not process any investment on my behalf my account.

**By my signature I acknowledge that I have read and understand this IRA Account Agreement, including all Disclosures, Hold Harmless implications, fees associated with the agreement and I further specifically acknowledge that I have read and understand the Prohibited Transactions Rules, at 26 U.S.C. 4975 summarized herein.**

Signed This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month year

Signature of accountholder \_\_\_\_\_.

Signature of accountholder’s Spouse \_\_\_\_\_.

Custodian Acknowledges receipt \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month year

Custodian Signature \_\_\_\_\_