

**LINCOURT MANOR INC.
TRUST FUND MANAGEMENT AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 20_____

BETWEEN

OF THE FIRST PART

-AND-

Lincourt Manor Inc.
OF THE SECOND PART

WHEREAS the Resident and the Nursing Home entered into an agreement on the above date whereby the Nursing Home will hold and expand on behalf of and for the benefit of the Resident any monies deposited with it by or for the Resident.

WITNESSETH THAT for an in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. That the Resident will deposit with the Nursing Home any monies received by or for the Resident including but not limited to:
 - a) Funds transferred from any account maintained on behalf of the Resident prior to the making of this agreement;
 - b) Funds provided under the Federal OAS/GIS program;
 - c) Funds received from the Provincial Family and Community Services;

2. That the Nursing Home, in consideration of such deposits, agree to expend such monies for the benefit of the Resident including but not limited to:
 - a) Payment of a Resident's maintenance;
 - b) Goods and service for the personal use, comfort, employment and need of the Resident;
 - c) Any expenditure requested by the Resident;

3. That the Nursing Home may any expenditures on the signature of the Nursing Home Representative and one of the following signatures:
 - a) The Resident;
 - b) The Resident's Representative;
 - c) A nursing home employee responsible for the care of the Resident.

4. That the Nursing Home is authorized to deposit the Funds on behalf of the Resident in an account in a Canadian Chartered Bank, a Credit Union, Caisse Populaire, or a Trust Company.

5. That the Nursing home record any transaction of the Fund which record will be available for examination and audit by an inspector or auditor appointed by the Resident or his/her Representative, the Lieutenant-Governor in Council, Family and Community Services, or a Judge of the Court of Queen's Bench of New Brunswick.

6. That in the event of the Resident's death, the agreement will be terminated immediately and the accumulated funds will form part of the Resident's estate to b transferred to the executor or administrator of the Estate, following payment of only outstanding Nursing Home accounts incurred prior to the date of death.

7. Either party upon 30 days in writing may terminate this agreement.

IN WITNESS WHEREOF the parties have hereunto signed in the presence of the Witness who name is set opposite the signature of each party respectively, this _____, _____, 20_____.
(day) (month)

Executed in the presence of |
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Resident_____

(POA)_____

NH(Rep)_____

(Lincourt Manor Inc.)