



# **MOUNTAIN WEST IRA**

## **INDIVIDUAL RETIREMENT ACCOUNT STARTER KIT**

13905 W. Wainwright Dr.

Boise, ID 83713

P: (866) 377-3311 | F: (208) 376-4567



## IRA APPLICATION

13905 W. Wainwright Dr.  
Boise, ID 83713  
Phone: (866) 377-3311  
Fax: (208) 376-4567  
Email: Accounts@MWIRA.com

**INTERNAL USE ONLY:**

Client account number: \_\_\_\_\_

*An account number will be assigned by the administrator and mailed to you.***1. PARTICIPANT INFORMATION**

Mr. Ms. Mrs. Dr. Name: \_\_\_\_\_

Date of birth (M/D/Y):	Social Security Number (Required):	Email Address:

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Legal Address (Required): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ County (Required): \_\_\_\_\_

Mailing Address (Optional): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ County (Required): \_\_\_\_\_

Marital Status:  Single  Married (see Consent of Spouse)  Widowed/DivorcedOccupation (Required): \_\_\_\_\_ How did you hear about us?: \_\_\_\_\_  
(If retired, please list previous occupation)**2. ACCOUNT TYPE (Please select one)** Traditional IRA Roth IRA (If performing Roth conversion, attach Roth Conversion Form) SEP IRA (Attach employer plan documents)

Employer Name: \_\_\_\_\_

 SIMPLE IRA (Attach employer plan documents)

Employer Name: \_\_\_\_\_

 Beneficiary IRA

(Attach Inherited IRA Beneficiary Designation)

**3. NOTIFICATIONS**

Would you like to receive your statements online?

Would you like to receive email notifications of changes to your account?

 YES NO (\$15 Paper Statement Fee Applies)

YES NO

**4. ACCOUNT FUNDING** Annual ContributionYear contribution for \_\_\_\_\_  
Current or prior year contribution to  
your plan.  
(Beneficiary IRA not eligible) Transfer Contribution

Transfer from existing IRA.

 Rollover ContributionTake receipt of asset(s) for up to  
60 days before depositing in new  
retirement plan. Direct Rollover  
ContributionRollover from Employer  
Sponsored Plan.**5. INTERESTED PARTY DESIGNATION**

I hereby authorize the following representative as interested party on my self-directed IRA. I understand this named representative will have access to my account details, balance, holdings and any other account activity. Interested parties DO NOT have the ability to make changes to the account. This will remain in effect until revoked in writing.

Please choose a password for your Interested Party Designee (IPD). Mountain West IRA will verify IPDs by confirming the password. You are responsible for providing your IPD with this password.

IPD Password: \_\_\_\_\_

Name (Individuals Only): \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



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### 6. BENEFICIARY DESIGNATION

**Account Holder:** I, \_\_\_\_\_, designate the following person(s) named below as my primary and/or Contingent Beneficiaries of my plan. If the Primary or Contingent box is not checked for a beneficiary, the beneficiary will be deemed to be a Primary Beneficiary. In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, as indicated). If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries whose survive me in equal shares (or in the specified shares, as indicated). If any Primary or Contingent Beneficiary does not survive me, such beneficiary's interest and the interest of such beneficiary's heirs shall terminate completely, and the share for any remaining Primary or Contingent Beneficiary shall be increased on a pro-rata basis. If no Primary or Contingent Beneficiary survives me, the remaining balance in the account shall be distributed in accordance with the plan provisions to my estate. If no beneficiaries are named, my estate will be my beneficiary.

I elect not to designate beneficiaries at this time and understand that I may designate beneficiaries at a later date.

Primary	Contingent	Name: _____	SSN: _____	Birthdate: _____
		Address: _____	Relationship: _____	
		City: _____	State: _____	ZIP: _____ Share: _____ %
Primary	Contingent	Name: _____	SSN: _____	Birthdate: _____
		Address: _____	Relationship: _____	
		City: _____	State: _____	ZIP: _____ Share: _____ %
Primary	Contingent	Name: _____	SSN: _____	Birthdate: _____
		Address: _____	Relationship: _____	
		City: _____	State: _____	ZIP: _____ Share: _____ %
Primary	Contingent	Name: _____	SSN: _____	Birthdate: _____
		Address: _____	Relationship: _____	
		City: _____	State: _____	ZIP: _____ Share: _____ %
Primary	Contingent	Name: _____	SSN: _____	Birthdate: _____
		Address: _____	Relationship: _____	
		City: _____	State: _____	ZIP: _____ Share: _____ %

### CONSENT OF SPOUSE

(Only required if your spouse is not the primary beneficiary)

I consent to the above Beneficiary Designation.

Signature of Spouse: \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** Consent of the Participant's Spouse may be required in a community property or marital property state to effectively designate a beneficiary other than or in addition to the Participant's Spouse.) Disclaimer for Community and Marital Property States: The Participant's Spouse may have a property interest in the account and the right to dispose of the interest by will. Therefore, the Custodian disclaims any warranty as to the effectiveness of the Participant's beneficiary designation or as to the ownership of the account after the death of the Participant's Spouse. For additional information, please consult your legal advisor.



## IRA APPLICATION 7. FEE SCHEDULE

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### 1. ACCOUNT INFORMATION

Your Name: \_\_\_\_\_ Account No.: \_\_\_\_\_ Email: \_\_\_\_\_

### 2. ACCOUNT ESTABLISHMENT FEE

#### **\$50 One-time account establishment fee, per account.**

Fee is due when application is received. New accounts that do not fund within thirty (30) days may be closed at Administrator's discretion.

### 3. RECORDKEEPING FEES (Please choose one)

#### **OPTION ONE: Based on Number of Assets**

Billed upon initial funding, quarterly thereafter.

#### **\$85 Per Quarter, Per Asset and / or Liability**

- \$537.50 Maximum Quarterly Fee
- Liabilities include non-recourse loans
- \$30 / quarter if ONLY cash is held in the account

#### **Asset Transaction Processing Fees**

Purchase, Sale, or Re-Registration of Asset\* and / or Liability:

- Real Estate: **\$150**
- Non-Real Estate: **\$95**

Purchase, sale, and re-registration of asset fees\* are charged at time transaction is processed.

\*Re-registration of asset fees do not apply to incoming assets.

*Recordkeeping fees are not pro-rated and are non-refundable.*

**- OR -**

#### **OPTION TWO: Based on Total Account Value**

Billed upon first asset purchase, annually thereafter.  
(*\$30 / quarter until first asset is purchased*)

<b>Total Market Value</b>	<b>Annual Fee</b>
\$1 - \$9,999.99	\$200
\$10,000 - \$14,999.99	\$225
\$15,000 - \$29,999.99	\$275
\$30,000 - \$44,999.99	\$375
\$45,000 - \$59,999.99	\$475
\$60,000 - \$89,999.99	\$550
\$90,000 - \$124,999.99	\$700
\$125,000 - \$174,999.99	\$900
\$175,000 - \$249,999.99	\$1,100
\$250,000 - \$399,999.99	\$1,430
\$400,000 - \$499,999.99	\$1,650
\$500,000 - \$599,999.99	\$1,730
\$600,000 - \$749,999.99	\$1,850
\$750,000 +	\$2,150 (Maximum)

#### **Asset Transaction Processing Fees**

Purchase, Sale, or Re-Registration of Asset and / or Liability:

- Real Estate: **\$0**
- Non-Real Estate: **\$0**

*Recordkeeping fees are not pro-rated and are non-refundable.*

### 4. SERVICE FEES

ACH / Check (Outgoing)	\$5	Internal Transfer	\$50
Cashier's Check (Or other official bank check)	\$20	Notary	FREE
Certified Mail	\$10	Overnight Mail	\$50
Contribution <sup>1</sup>	FREE	Paper Statement (Electronic statement no charge)	\$15 / quarter
Distribution - Cash <sup>1</sup>	FREE	Returned Item	\$35
Exchange of Non-Real Estate Asset	\$95	Roth Conversion / Re-characterization	\$50
Exchange of Real Estate Asset	\$150	Special Service & Legal Research	\$150 / hour
Expedited ACH / Check or Distribution Processing	\$25	Stop Payment Request	\$35
Expedited Investment Processing	\$95	Termination of Account - Complete <sup>1,2</sup>	\$150
Fair Market Valuation Acquired by MWIRA	\$100	Transfer - Outgoing Partial <sup>1,2</sup>	\$95
Fee Option Change	\$50	Wire Transfer (Domestic - Incoming / Outgoing)	\$25
Individual (k) Plan Document (Per Plan EIN)	\$300 / year	Wire Transfer (International - Incoming / Outgoing)	\$75
In-Kind Distribution / In-Kind Transfer <sup>1,2</sup>	\$95	1 ACH, check or wire fees may apply 2 Re-registration of asset fees may apply	



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### 5. FEE PAYMENT METHOD

All ongoing fees will be paid via the selected payment method below. (Please choose one)

#### CREDIT CARD

(Complete CC info - All major credit cards accepted)

#### FUND FROM ACCOUNT

#### CHECK

Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Exact Name on Card: \_\_\_\_\_ Security Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ ZIP: \_\_\_\_\_

Signature: \_\_\_\_\_

#### CHARGE CREDIT CARD FOR ACCOUNT ESTABLISHMENT FEE

*Please indicate the payment method you wish to use to pay ongoing fees in the box to the left.*

**BILL THIRD PARTY** - Name of Third Party: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Third party must be pre-arranged through Mountain West IRA. Although investment sponsors or financial advisors may offer to pay your fees, you, the account holder, are personally responsible for payment of all fees.

### 6. DISCLOSURE & SIGNATURE

**Recordkeeping Fees:** Recordkeeping fees are not pro-rated or refundable upon account closing and are normally withdrawn from your undirected funds unless you submit payment before the due date by check, credit, or debit card. Fees paid from your account will be reflected on your statement. If a recordkeeping Fee Option is not selected, fees will be based on "Option Two – Account Value".

**Late Fees:** When recordkeeping fees are not paid within thirty (30) days a late fee will be assessed. Option One late fee: \$25 each unpaid quarter; Option Two late fee: \$75 each unpaid year.

**Re-Registration of Asset Fees:** If your account is on the Option One fee structure, you will be charged an asset re-registration fee each time an asset is transferred into or out of your Mountain West IRA account (Ex: real estate, promissory notes, convertible notes, private stock, private placements, LLC's etc.).

**Fair Market Valuation Acquired by MWIRA Fees:** Mountain West IRA (MWIRA) requires you to submit a Fair Market Valuation Form (FMV) with supporting valuation documents every twelve (12) months for each non-cash asset held in your account. If FMV forms are not received, MWIRA reserves the right to assign, determine and calculate the FMV of your account asset(s) using information we have readily available to us. MWIRA also reserves the right to charge a \$100 fee per asset for determining the market value of your self-directed account. If an asset valuation is not provided every twelve (12) months, MWIRA reserves the right to resign as Administrator of the account.

**Failure to Pay Fees:** Mountain West IRA reserves the right to collect fees not paid within thirty (30) days from your account, regardless of your elected payment method. In accordance with your Plan and Trust Disclosure, if there are insufficient cash funds in your account and we have provided you with a thirty (30) day written notice, we may liquidate other asset(s) held in your account to cover outstanding fees, including the account termination and applicable re-registration fees.

**Minimum Cash Balance:** Mountain West IRA requires all accounts that do not have a credit card on file to maintain a minimum \$500 cash balance to cover administrative fees that may occur. The minimum cash balance can be maintained inside your account or pre-paid by check or credit card outside of your account. Pre-payments credited outside of your account will not be co-mingled with funds held inside your account.

**Account Termination:** When you terminate and close your account, you agree to pay a termination fee of \$150, all outstanding fees owed, plus applicable asset re-registration and / or service fees for each asset that is sold, distributed, transferred, or resigned on. Accounts with past due fees and accounts with zero value will continue to incur administrative fees until the account holder notifies Mountain West IRA of intent to close the account or until Mountain West IRA resigns as Administrator.

You agree and direct Mountain West IRA that your undirected cash is placed in government insured instruments, including FDIC insured banks, unless we are otherwise directed by you. Custodial fees are part of the Plan and Trust Disclosure. In accordance with your Account Application, this Fee Schedule is part of your Agreement with the Administrator.

Mountain West IRA reserves the right to adjust the Fee Schedule at any time and agrees to provide you with notice through email thirty (30) days in advance of the effective change (if an email address was not provided, notice will be sent by U.S. mail).

**Account Holder's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**8. PROHIBITED TRANSACTION SIGNATURE PAGE**

It is important to understand that “**You**” and “**your IRA**” are different, and your trustee or custodian acts on behalf of your IRA based on your direction. By inference, it is clear that “you” or any other disqualified person **can never** “buy from” or “sell to” your own IRA.

You must open an Individual Retirement Account, and then direct the purchase of an asset through a direction of investment form. A prohibited transaction is generally defined as the improper use of your IRA by you or any disqualified person or entity.

**Disqualified persons and/or entities include, but are not limited to:**

- The IRA holder and his or her spouse
- The IRA holder's ancestors, lineal decedents and their spouses
- Investment advisors or managers
- Any corporation, partnership, trust or investment in which the IRA holder already has a 50% or greater interest
- Anyone providing services to the IRA such as the trustee or custodian
- Your plan may NOT, directly or indirectly, buy, sell, exchange, or lease any property to or from you or a disqualified person and/or entity. This includes lending money or extending credit. Your plan cannot furnish goods, services, or facilities to you or another disqualified person and/or entity. Neither you nor another disqualified person and/or entity can transfer assets to each other or use/benefit from any assets in the plan.

**For a full explanation of disqualified persons and/or entities, please read Internal Revenue Code (IRC) §4975.**  
[www.IRS.gov](http://www.IRS.gov)

Prohibited transactions (self-dealing) are those transactions that violate the basic intent of your IRA. They do not impose unacceptable limitations. On the contrary, there are numerous methods which do not violate the law that can be used to meet your long term objectives, and allow you to get the most out of your plan. A complete understanding of the applicable rules is encouraged, in order that you realize all the benefits available to you in directing your IRA. Please contact an ERISA attorney or your tax advisor with questions regarding your personal situation.

**Loans to IRAs:**

**IRC §§511-514 allow for non-recourse lending to IRAs for the purchase of real estate in IRAs:**

- Loans must have no recourse against the IRA, the IRA holder, or other disqualified persons or entities
- Loans must be made by a third party not related to the IRA holder
- IRAs with loans on assets owned by the IRA must file a 990-T unrelated debt-financed tax return annually. This tax return is procured by the IRA owner, then signed and submitted by the IRA administrator with any taxes owed by the IRA. **Taxes due may not be paid outside the IRA.**

**Please sign this document and return to Mountain West IRA, Inc. indicating that you understand these IRA Prohibited Transaction and Self-Dealing Issues.**

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# IRA APPLICATION

## 9. APPLICATION SIGNATURE PAGE

**Custodian and Administrator:** The Custodian for my account will be Empire Trust, Inc. and the Administrator for my account will be Mountain West IRA, Inc. I understand that the Custodian and Administrator may resign by giving me written notice at least 30 days prior to the effective date of such resignation. I understand that if I fail to notify the Administrator of the appointment of a successor trustee or Custodian within such 30 day period, then the assets held in my account by the Custodian (whether in cash or an investment or real property, wherever located and regardless of value) will be distributed to me outright and free of trust and I will be wholly responsible for the tax consequences of such distribution.

**Adequate Information:** I understand that the terms and conditions, which apply to this Account, are contained in these documents. I agree to be bound by those terms and conditions. If this is an IRA, I understand that within seven (7) days from the date that I open this Account, I may revoke it without penalty by mailing or delivering a written notice to the Custodian.

**No Tax, Legal or Investment Advice:** I acknowledge and agree that the Custodian and the Administrator do not provide or assume responsibility for any tax, legal or investment advice with respect to the investments and assets in my account, and will not be liable for any loss which results from my exercise of control over my account. I understand that my account is self-directed and I take complete responsibility for any investments I choose for my account. I further understand and agree that neither the Custodian nor the Administrator sells or endorses any investment products. If the services of the Custodian and the Administrator were marketed, suggested or otherwise recommended by any person or entity such as a financial representative or investment promoter, I understand that such persons are not in any way agents, employees, representative, affiliates, partners, independent contractors, consultants, or subsidiaries of the Custodian or the Administrator, and that the Custodian and Administrator are not responsible for and are not bound by any statements, representations, warranties or agreements made by any such person or entity. I agree to consult with my own CPA, attorney, financial planner or other professional prior to directing the Administrator to make any investment in my account.

**Prohibited Transactions:** I understand that my account is subject to the provisions of § 4975 of the Internal Revenue Code, which defines certain prohibited transactions. I acknowledge and agree that neither the Custodian nor the Administrator will make any determination as to whether any transaction or investment in my account is prohibited under sections 4975, 408(e) or 408A, or under any other state or federal law. I accept full responsibility to ensure that none of the investments in my account will constitute a prohibited transaction and that the investments in my account comply with all applicable federal and state laws, regulations and requirements.

**Unrelated Business Income Tax:** I understand that my account is subject to the provisions of Internal Revenue code sections 511-514 relating to Unrelated Business Taxable Income (UBTI) of tax-exempt organizations. I agree that if I direct the Administrator to make an investment in my account which generates UBTI I will be responsible for preparing or having prepared the required IRS Form 990-T tax return, an application for an Employer Identification Number (EIN) for my account and any other documents that may be required, and to submit them to the Administrator for filing with the Internal Revenue Service at least ten (10) days prior to the date on which the return is due, along with an appropriate directive authorizing the Administrator to execute the forms on behalf of my account and to pay the applicable tax from the assets in my account. I understand that the Custodian and the Administrator do not make any determination of whether or not investments in my account generate UBTI; have no duty to and do not monitor whether or not my account has incurred UBTI; and do not prepare Form 990-T on behalf of my account.

**Valuations:** I understand that the assets in my account are required to be valued annually at the end of each calendar year in accordance with section 408(i) and other guidance provided by the IRS, and that the total value of my account will be reported to the IRS on form 5498 each year. I agree to provide the year end value of any illiquid and/or non-publicly traded investments, which may include without limitation limited partnerships, limited liability companies, privately held stock, real estate investment trusts, hedge funds, real estate, secured and unsecured promissory notes and any other investments as the Custodian shall designate, by no later than December 15<sup>th</sup> of each year, with substantiation attached to support the value provided. I agree to indemnify and hold harmless the Custodian and the Administrator from any and all losses, expenses, settlements, or claims with regard to investment decisions, distribution values, tax reporting or any other financial impact or consequence relating to or arising from the valuation of assets in my account.

**Indemnification:** I agree that the Custodian and the Administrator have no duty other than to follow my written instructions, and will be under no duty to question my instructions

and will not be liable for any investment losses sustained by me or my account under any circumstances. I understand that the Custodian and the Administrator are acting only as my agent and nothing will be construed as conferring fiduciary status on the Custodian or the Administrator.

I agree to indemnify and hold harmless the Custodian and the Administrator from any and all claims, damages, liability, actions, costs, expenses (including reasonable attorney's fees) and any loss to my account as a result of any action taken (or omitted to be taken) pursuant to and/or in connection with any investment transaction directed by me or my investment advisor or resulting from serving as the Custodian or the Administrator, including, without limitation, claims, damages, liability, actions and losses asserted by me.

**Electronic Communications, Signatures and Records:** I acknowledge and agree that my account will be subject to the provisions of the federal Electronic Signature in Global and National Commerce Act (ESIGN Act, as contained in 15 U.S.C. 7001), as those laws pertain to electronic communication, electronic signatures and electronic storage of Custodial Account records. I understand that, in lieu of the retention of the original records, the Administrator and Custodian may cause any or all of their records, and records at any time in their custody, to be photographed or otherwise reproduced to permanent form, and any such photograph or reproduction shall have the same force and effect as the original thereof and may be admitted in evidence equally with the original if permitted by law.

**No FDIC Insurance for Investments:** I recognize that investments purchased and/or held within my account: 1) are not insured by the Federal Deposit Insurance Corporation (FDIC); 2) are not a deposit or other obligation of, or guaranteed by, either the Custodian or the Administrator; and 3) are subject to investments risks, including possible loss of the principal amount invested.

**Responsibility for Determining Eligibility and Tax Consequences:** I assume complete responsibility for 1) determining that I am eligible to make a contribution to my account; 2) ensuring that all contributions I make are within the limits set forth by the relevant sections of the Internal Revenue Code, and 3) the tax consequences of any contribution (including a rollover contribution) and distributions.

**Important Information for Opening a New Account:** To comply with the USA PATRIOT ACT, we have adopted a Customer Identification Program. All new accounts must provide a copy of an unexpired, photo-bearing, government-issued identification (e.g., driver license or passport). The copy must be readable so we can verify the client's name, driver's license number or state issued ID number.

**Our Privacy Policy:** You have chosen to do business with the Custodian and Administrator named on your account application. As our client, the privacy of your personal non-public information is very important. We value our customer relationships and we want you to understand the protections we provide in regard to your accounts with us.

**Information We May Collect:** We collect non-public personal information about you from the following sources to conduct business with you:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, or others;

Non-public personal information is non-public information about you that we may obtain in connection with providing financial products or services to you. This could include information you give us from account applications, account balances, and account history.

**Information We May Share:** We do not sell or disclose any non-public information about you to anyone, except as permitted by law or as specifically authorized by you. We do not share non-public personal information with our affiliates or other providers without prior approval by you. Federal law allows us to share information with providers that process and service your accounts. All providers of services in connection with the Custodian and Administrator have agreed to the Custodian and Administrator's confidentiality and security policies. If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

**Confidentiality and Security:** We restrict access to non-public personal information to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural guidelines that comply with federal standards to guard your non-public personal information. The Custodian and the Administrator reserve the right to revise this notice and will notify you of any changes in advance. If you have any questions regarding this policy, please contact us at the address and or telephone number listed on this application.

## SIGNATURES

Under penalties of perjury, I certify that the above information (including my social security number) is correct. I hereby agree to participate in the Individual Retirement Custodial Account offered by the Custodian. I acknowledge receipt of a copy of the plan document under which this Individual Retirement Account is established, a copy of this Adoption Agreement, and a copy of the Disclosure Statement with respect to this Individual Retirement Account. I direct that all benefits upon my death be paid as indicated above. In the event that this is a rollover contribution, the undersigned hereby irrevocably elects, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, to treat this contribution as a rollover contribution. If I named a beneficiary which is a Trust, I understand I must provide certain information concerning such Trust to the Custodian.

**Participant's Signature:** \_\_\_\_\_

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

**Mountain West IRA, Inc. Representative:** \_\_\_\_\_

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