# IRREVOCABLE TRUST AGREEMENT

This Irrevocable Trust Agreement (this "Agreement") is made on _____ by _____ (the "Grantor," or, for a married couple, each a "Grantor" and together the "Grantors"), of _____, and _____, of _____, as trustee (the "Trustee"). The trust is called the _____ (the "Trust").

**1. CREATION AND PURPOSE**

Purpose (check one): [ ] to hold property for the Beneficiaries [ ] to own insurance on the life of the Grantor and hold the policies and proceeds for the Beneficiaries [ ] to hold property for the Beneficiaries, with nothing ever paid to or used for the Grantor or the Grantor's spouse [ ] to receive and hold gifts for the Beneficiaries [ ] other: _____.

The Grantor transfers to the Trustee the property listed on Schedule A, and the Trustee accepts it. The Trustee will hold it, any property added later, and all income and proceeds (the "Trust Property") on the terms of this Agreement. The Grantor or anyone else may add property with the Trustee's consent.

**2. IRREVOCABILITY**

THIS TRUST IS IRREVOCABLE. The Grantor cannot revoke, amend or end this Agreement or the Trust, in whole or in part, gives up every right to take back the Trust Property or its income, and is not a beneficiary. No Grantor may serve as Trustee or Trust Protector, borrow Trust Property, deal with it for less than full value, or direct its investment or distribution. No modification may give any Trust Property or income to a Grantor.

**3. BENEFICIARIES**

The Beneficiaries are (check one): [ ] the following, in the shares stated: _____ (_____%), _____ (_____%), _____ (_____%) [ ] the following group, in equal shares, including members born or adopted later: _____. Shares that do not add up to 100 percent are adjusted in proportion. A person adopted before age 18 is treated as a child of the adopting parent.

**4. DISTRIBUTIONS**

Distribution plan (check one): [ ] While the Grantor is living, the Trustee may distribute income and principal to any Beneficiary for health, education, maintenance and support; on the Grantor's death (for a couple, the surviving Grantor's death) the rest is divided among the Beneficiaries then living. [ ] Each Beneficiary's share is held in a separate trust, with distributions for health, education, maintenance and support, until the Beneficiary reaches age _____, and is then distributed. [ ] The Trustee holds the Trust Property and makes no distributions while the Grantor is living, and divides it among the Beneficiaries then living on the Grantor's death.

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A Beneficiary must survive the Grantor's death by 30 days to take a share on that date. If a Beneficiary dies before receiving the whole share, it passes to the Beneficiary's descendants by right of representation, or if none, to the other Beneficiaries in proportion to their shares. Property distributable to a person under 21 may be held in trust until 21 or given to a custodian under the Uniform Transfers to Minors Act. If no Beneficiary or descendant is living, the property passes to the Grantor's heirs under the law of the State of _____, as if the Grantor had died then unmarried and without a will.

**5. WITHDRAWAL RIGHTS (OPTIONAL)**

[ ] Each time property is added by gift, each Beneficiary may withdraw an equal part of it (or the Beneficiary's stated share), up to the federal gift tax annual exclusion amount in effect for gifts from that donor to that Beneficiary in that year, by written request within _____ days after the Trustee's written notice. A right not exercised in time ends.

**6. LIFE INSURANCE (LIFE INSURANCE TRUSTS)**

[ ] The Trustee may buy, own and pay premiums on insurance on the life of the Grantor. No Grantor may hold or exercise any right in a policy owned by the Trust. The Trustee need not pay premiums beyond the cash in the Trust, collects the proceeds when an insured person dies, and holds them as Trust Property.

**7. TRUSTEES AND POWERS**

First successor trustee: _____. Second successor trustee: _____. If no named trustee can serve, a majority of the adult Beneficiaries then eligible for distributions may appoint one, but never a Grantor. A trustee may resign on 30 days' written notice, posts no bond, and is not liable for good-faith acts except willful misconduct or gross negligence. Pay (check one): [ ] reasonable compensation [ ] no pay. Expenses are reimbursed. The Trustee reports to the adult Beneficiaries at least once a year.

The Trustee has every power the law gives trustees, and may buy, sell, lease and manage property, invest under the prudent investor rule, hire advisers, obtain a taxpayer identification number, file tax returns and sign documents, but may not use any power to benefit a Grantor.

**8. TRUST PROTECTOR AND SPENDTHRIFT (OPTIONAL)**

[ ] _____ is appointed as Trust Protector, with power to (check any) [ ] remove a trustee and appoint a successor who is not a Grantor [ ] amend administrative provisions for changes in the law [ ] change the place of administration and governing law. The Trust Protector may not add beneficiaries, change shares or benefit a Grantor or itself.

[ ] Each Beneficiary's interest is held subject to a spendthrift trust and cannot be transferred or reached by creditors before distribution, to the extent the law allows.

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**9. GENERAL PROVISIONS**

The law of the State of _____ governs the Trust. Each trust under this Agreement ends no later than 21 years after the death of the last to die of the Grantor and the Beneficiaries living today. If any part is invalid, the rest remains in effect. This Agreement, with Schedule A, states all the terms of the Trust. Additional terms: _____

Schedule A (Trust Property): 1. _____ (approximate value $_____) 2. _____ (approximate value $_____) 3. _____ (approximate value $_____)

**SIGNATURES**

**Grantor**

Signature: _____ Date: _____

Printed Name: _____

**Grantor (spouse, if a married couple)**

Signature: _____ Date: _____

Printed Name: _____

**Trustee (accepting the trust; for a company, authorized signer with title)**

Signature: _____ Date: _____

Printed Name: _____

**NOTARY ACKNOWLEDGMENT**

State of _____, County of _____. On _____, before me, the undersigned notary public, personally appeared _____, who proved to me through satisfactory evidence of identity to be the person whose name is signed on this Irrevocable Trust Agreement, and who acknowledged signing it voluntarily for its stated purpose. Notary Public: _____. Printed name: _____. My commission expires: _____. (Seal)

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