REVOCABLE LIVING TRUST AGREEMENT

This Revocable Living Trust Agreement (this "Agreement") is made on _____ by _____ and (for a joint trust of a married couple) _____, of _____. Each person signing as grantor is called a "Grantor" and is also a first trustee. The "Trustee" means the trustee or co-trustees serving at the time.

The trust is called the _____ (the "Trust"). Title to property may be taken as "_____, Trustee(s) of the _____ dated _____."

1. TRANSFER TO THE TRUST

The Grantor(s) transfer to the Trustee the property listed on Schedule A. The Trustee will hold that property, any property added later, and all income and proceeds from it (the "Trust Property") on the terms of this Agreement. This Trust is revocable.

Listing an asset on Schedule A is not enough by itself: real estate passes to the Trust only by a recorded deed to the Trustee, and accounts pass only when retitled in the Trustee's name or registered to the Trustee as beneficiary.

2. FAMILY

Marital status of each Grantor: _____. Spouse (if any): _____.

Children of the Grantor(s): _____. "Children" also includes any child born to or adopted by a Grantor after this Agreement is signed.

3. TRUSTEES

For a joint trust, either Grantor may act alone as trustee while both serve, and the other continues as sole trustee if one dies, resigns, or becomes incapacitated.

When no Grantor is able to serve, _____ becomes successor trustee. If that person cannot or will not serve, _____ becomes trustee.

Bond (check one): [ ] no bond is required of any trustee named here; [ ] each trustee other than a Grantor must post a bond.

Compensation (check one): [ ] a trustee other than a Grantor may receive reasonable compensation; [ ] trustees serve without pay. Expenses are reimbursed either way.

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4. TRUSTEE POWERS

The Trustee has every power the law of the state named below gives to trustees, and may, without court approval, buy, sell, lease, and mortgage property; manage accounts and invest under the prudent investor rule; borrow and lend; settle claims; insure property; run or wind up a business; hire advisers; file tax returns; manage digital assets held in the Trust; and distribute property in cash or in kind. Anyone may rely on a certification of trust signed by the Trustee.

5. INCAPACITY

A Grantor is incapacitated while (check one): [ ] one licensed physician; [ ] two licensed physicians state in writing that the Grantor cannot manage the Grantor's financial affairs prudently. Each Grantor authorizes health care providers to share health information with the next trustee for this purpose (45 C.F.R. § 164.508).

While a Grantor is incapacitated, the Trustee will use income and principal for that Grantor's health, support, and maintenance, and may also support the Grantor's spouse and dependents.

6. AMENDMENT AND REVOCATION

A Grantor may amend or revoke this Agreement by a signed writing delivered to the Trustee. In a joint trust, both Grantors sign an amendment while both are living, either may revoke, and the survivor may amend or revoke as to all Trust Property. The Trust becomes irrevocable at the death of the last Grantor. Sign amendments the same way as this Agreement.

7. DISTRIBUTION AT DEATH

In a joint trust, the Trust continues unchanged for the surviving Grantor, and the gifts below take effect at the survivor's death. After paying debts, expenses, and taxes, the Trustee will make these specific gifts: _____.

The Trustee will distribute the remaining Trust Property to: _____, in these shares: _____. If a beneficiary does not survive by _____ days, that share passes (check one): [ ] to that beneficiary's descendants by right of representation; [ ] to the other beneficiaries.

If no beneficiary above is entitled to it, the property passes to (check one): [ ] the persons who would inherit under state law; [ ] _____.

8. YOUNG BENEFICIARIES

A share for a beneficiary under age _____ is held in a separate trust (check one): [ ] until that age; [ ] and paid one third at age _____, half the balance at age _____, and the rest at age _____. Until then the Trustee may pay for the beneficiary's health, education, support, and maintenance.

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9. PETS

The Trustee will deliver the Grantor's animals, including _____, to _____, together with $_____ that the Grantor(s) request be used for their care (leave blank if none).

10. PROTECTIVE AND GENERAL PROVISIONS

Each beneficiary's interest is held in a spendthrift trust and cannot be transferred or reached by creditors before distribution, to the extent the law allows. This does not apply to a Grantor's own interest.

[ ] No-contest: a beneficiary who challenges this Agreement in court and loses forfeits every gift, except for a challenge brought in good faith with probable cause. Florida does not enforce this provision, and some other states limit it.

This Agreement is governed by the law of the State of _____. A Grantor may sign a separate pour-over will that leaves to the Trustee any property not transferred during life. Property with a named beneficiary or survivorship rights passes outside this Agreement. If any part is held invalid, the rest remains in effect.

Community property states: in a joint trust, community property stays community property and separate property stays separate. Separate property of each Grantor: _____.

Signing: sign in ink before a notary. Florida requires two attesting witnesses as for a will (Fla. Stat. § 736.0403). Louisiana requires an authentic act or two witnesses with an acknowledgment (La. R.S. 9:1752). Check your state's rules before you sign.

11. SCHEDULE A: TRUST PROPERTY

Real estate (address and legal description): _____

Bank, brokerage, and other financial accounts (institution and last four digits):

_____

Other property: _____

SIGNATURES

Grantor and Trustee

Signature: _____ Date: _____

Printed Name: _____

Grantor and Trustee (joint trust)

Signature: _____ Date: _____

Printed Name: _____

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Witness

Signature: _____ Date: _____

Printed Name: _____

Witness

Signature: _____ Date: _____

Printed Name: _____

NOTARY ACKNOWLEDGMENT

State of _____, County of _____. On _____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identity to be the person(s) whose name(s) are signed on this document, and acknowledged signing it voluntarily.

Notary Public: _____ My commission expires: _____ (Seal)

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