

[TRUST NAME]

Revocable Living Trust

This Declaration of Trust is made and effective as of (the "Effective Date"), by and between [GRANTOR NAME], residing at [GRANTOR S ADDRESS] (the "Grantor"), as Grantor, and [GRANTOR NAME], as Trustee (the "Trustee").

1. Declaration of Trust and Name

The Grantor hereby declares that the Grantor has transferred and delivered, and does hereby transfer and deliver, to the Trustee the property described in Schedule A attached hereto (the "Trust Property" or "Trust Estate"), to be held IN TRUST upon the terms and for the purposes set forth in this instrument. This Trust shall be known as the [TRUST NAME] (the "Trust").

The Grantor is married to _____ (the "Grantor's Spouse").

The Grantor has the following children: . All references in this Trust to the Grantor's "children" include any children hereafter born to or legally adopted by the Grantor, unless the context expressly provides otherwise.

2. Nature of the Trust — Revocability

Revocable Trust. This Trust is revocable. During the Grantor's lifetime and while the Grantor has legal capacity, the Grantor may revoke or amend this Trust, in whole or in part, at any time by delivering to the Trustee a written revocation or amendment signed by the Grantor. The power to revoke (but not the power to amend) may be exercised by a duly appointed attorney-in-fact acting under a durable power of attorney, with the written consent of the Trustee.

3. Trustees and Successor Trustees

Initial Trustee. The Grantor, [GRANTOR NAME], shall serve as the initial Trustee.

Successor Trustee. Upon the death, resignation, incapacity, removal, or other unavailability of the initial Trustee, [SUCCESSOR TRUSTEE] of [FIRST SUCCESSOR TRUSTEE ADDRESS] shall serve as successor Trustee. If all named successors fail to serve, the adult beneficiaries may, by majority vote in writing, appoint a replacement Trustee; if no agreement is reached within sixty (60) days, any interested party may petition a court of competent jurisdiction for the appointment of a successor.

Incapacity of a Trustee. A Trustee shall be deemed incapacitated upon the written certification of two (2) independent licensed physicians that the Trustee no longer has the cognitive ability to manage the

Trustee's own affairs. A Trustee who later recovers capacity shall resume service upon written certification by the same standard.

No Bond. No Trustee shall be required to post a bond or other security for the faithful performance of the Trustee's duties.

Trustee Compensation. The Trustee shall be entitled to reasonable compensation for services rendered, based on time expended and consistent with prevailing rates for similar services in the jurisdiction, payable without prior court approval. The Trustee shall be reimbursed for reasonable out-of-pocket expenses incurred in the administration of the Trust.

4. Trust Property and Funding

The initial Trust Property is described in **Schedule A** attached to this instrument and incorporated by reference. The Grantor may from time to time add additional property to the Trust by transfer, assignment, deed, or beneficiary designation. Any property acquired by the Trustee in the name of the Trust shall become part of the Trust Estate.

Initial Trust Property (Schedule A summary):

[TRUST PROPERTY]

5. Distributions During the Grantor's Lifetime

During the lifetime of the Grantor, the Trustee shall pay to or for the benefit of the Grantor (or such person as the Grantor may direct) all net income of the Trust and such portions of principal as the Grantor may from time to time request, in writing or otherwise.

Incapacity of the Grantor. If the Grantor becomes incapacitated (as certified by two independent licensed physicians), the successor Trustee shall pay or apply such amounts of income and principal as the Trustee, in the Trustee's discretion, deems necessary or appropriate for the Grantor's health, maintenance, support, and accustomed standard of living, including medical, nursing, residential, and personal-care expenses. No court order or guardianship proceeding shall be required.

Primary Residence. Notwithstanding any other provision, the Grantor retains the perpetual right to use and occupy, as the Grantor's primary residence, any real property held in this Trust that the Grantor occupies as such. This right shall preserve, to the fullest extent permitted by applicable law, any homestead exemption, property-tax limitation, or other residence-related exemption to which the Grantor is otherwise entitled.

6. Distribution on Death

Upon the death of the Grantor (the "Distribution Date"), after payment of the Grantor's legally enforceable debts, funeral and burial expenses, last-illness medical expenses, administration expenses, and any death taxes that are properly payable from the Trust Estate, the Trustee shall distribute the remaining Trust Estate as follows:

Beneficiary	Relationship	Share	--- --- ---	[BENEFICIARY 1]	[BENEFICIARY 1 RELATIONSHIP TO GRANTOR]	100%

Thirty-day survivorship. A beneficiary must survive the Grantor by thirty (30) days to take under this Trust. A beneficiary who fails to survive by thirty days shall be deemed to have predeceased the Grantor.

Per stirpes. If a named beneficiary predeceases the Grantor (or fails to survive by thirty days), that beneficiary's share shall pass to that beneficiary's then-living descendants, per stirpes. If the predeceasing beneficiary leaves no then-living descendants, that beneficiary's share shall be redistributed proportionally among the other then-living primary beneficiaries.

Trust for Minor or Young Adult Beneficiaries

If, at the Distribution Date, any beneficiary is under age 25, the Trustee shall hold that beneficiary's share in a separate sub-trust for that beneficiary. During the sub-trust term, the Trustee shall pay such amounts of income and principal as the Trustee deems necessary or appropriate for the beneficiary's health, education, maintenance, and support. Upon the beneficiary's attainment of age 25, the Trustee shall distribute the remaining sub-trust property outright to the beneficiary. If the beneficiary dies before distribution, the sub-trust shall pass to the beneficiary's then-living descendants, per stirpes, or if none, to the remaining primary beneficiaries. In the alternative, the Trustee may, in the Trustee's discretion, transfer a minor beneficiary's share to a custodian under the applicable Uniform Transfers to Minors Act.

7. Trustee Powers

In addition to the powers conferred by applicable law, the Trustee shall have the following powers, exercisable in the Trustee's fiduciary discretion without prior court approval:

1. To invest and reinvest Trust assets under the prudent-investor standard (Uniform Prudent Investor Act; Cal. Prob. Code §16052; Tex. Prop. Code §113.006; DC Code §19-1308.01), with due regard for diversification and the Trust's purposes;
2. To sell, exchange, lease (for terms extending beyond the Trust term), and otherwise dispose of Trust assets;
3. To borrow money and pledge Trust assets as collateral;
4. To vote securities, participate in reorganizations, and hold assets in street name or through nominees;

5. To settle, compromise, and abandon claims;
6. To pay taxes and to file all required tax returns;
7. To retain attorneys, accountants, investment advisors, and other professionals, and to pay reasonable compensation therefor from Trust assets;
8. To make loans to beneficiaries on commercially reasonable terms, in the Trustee's discretion;
9. To execute deeds, contracts, and other instruments;
10. To manage real property, including making improvements, repairs, demolition, leasing, and insurance;
11. To allocate receipts and disbursements between income and principal in accordance with the applicable Uniform Principal and Income Act;
12. To distribute in cash or in kind, and to make non-pro-rata distributions.

8. Tax Identification and Reporting

For federal income tax purposes during the lifetime of the Grantor, this Trust shall be treated as a grantor trust under IRC §§671–679, and all items of income, deduction, and credit shall be reported on the Grantor's personal income-tax return using the Grantor's Social Security Number. No separate trust return shall be required during that period. Upon the death of the Grantor, the Trustee shall obtain a new federal Employer Identification Number (EIN) from the Internal Revenue Service and shall commence filing Form 1041 as required.

Basis step-up. The parties acknowledge that assets held in this revocable Trust at the Grantor's death receive a step-up in basis to fair market value under IRC §1014.

9. Protective Provisions

Spendthrift. No beneficiary may voluntarily or involuntarily assign, transfer, encumber, or anticipate any interest in income or principal of this Trust before actual distribution. No interest of any beneficiary shall be subject to the claims of the beneficiary's creditors, including any claim for alimony or support, or to legal process prior to actual distribution, to the maximum extent permitted by applicable law. This spendthrift provision is intended to comply with Uniform Trust Code §502 (in UTC states) and the corresponding statutes of the governing state, including Tex. Prop. Code §112.035(a) and N.Y. EPTL §7-1.5(a)(1) where applicable.

Rule Against Perpetuities — Savings Clause. Notwithstanding any other provision, this Trust and all interests created hereunder shall terminate no later than twenty-one (21) years after the death of the last surviving beneficiary named in this Trust who was living at the time of the Grantor's death. Upon such termination, the Trustee shall distribute the remaining Trust Estate to the persons then entitled to receive income therefrom, in proportion to their respective income interests.

10. Accountings

During the Grantor's lifetime, the Trustee shall account only to the Grantor. After the death of the Grantor, the Trustee shall provide annual accountings to the qualified beneficiaries (and to any legal representative of a beneficiary under disability) showing all receipts, disbursements, additions, distributions, and investment changes. A beneficiary may demand a current accounting in writing at any reasonable time.

11. State-Specific Provisions

California. This Trust is governed by the California Probate Code. The parties acknowledge: (a) under Cal. Prob. Code §15400, a trust is revocable unless expressly stated otherwise (confirmed above); (b) under Cal. Prob. Code §15206, if the Trust holds real property, the written instrument must be signed by the settlor or trustee — this requirement is satisfied by the execution block below; (c) under Cal. Prob. Code §15620, co-Trustees must act unanimously unless the instrument provides otherwise, and this instrument permits either co-Trustee to act alone for routine administrative matters; (d) under Cal. Prob. Code §18100.5, the Trustee may provide a Certification of Trust to third parties in lieu of the full instrument; (e) under Cal. Prob. Code §16061.7, the Trustee must serve notice on heirs and beneficiaries upon a triggering event, which commences a 120-day contest period.







⚠ Federal Estate-Tax Exemption Sunset (TCJA). The parties acknowledge that the elevated federal estate and gift tax exemption enacted by the Tax Cuts and Jobs Act of 2017 (approximately \$13.61M per person for 2024) is scheduled to sunset after December 31, 2025, reverting to approximately \$7M per person (inflation-adjusted), absent Congressional action. Grantors whose combined estate may approach these thresholds should consult an estate-planning attorney regarding portability (DSUE under IRC §2010(c)(5)), AB/bypass trust planning, and lifetime-gifting strategies under the anti-clawback regulations at Treas. Reg. §20.2010-1(c) (T.D. 9884).

12. Companion Pour-Over Will

The Grantor intends to execute a companion pour-over will that directs any property owned by the Grantor at death, and not already transferred to this Trust, to be distributed ("poured over") to the Trustee of this Trust to be administered under its terms. **Important:** a pour-over will does **not** avoid probate for poured-over assets; it only directs where they go **after** probate. To maximize probate avoidance, the Grantor should affirmatively retitle all significant assets into the name of the Trust during the Grantor's lifetime. This pour-over arrangement is intended to qualify under the Uniform Testamentary Additions to Trusts Act (UTATA) as adopted in the governing state.

13. Funding Checklist

An unfunded trust avoids no probate. The following assets should be retitled into the name of the Trust ("Trustee of the [TRUST NAME]") to achieve the Trust's purposes:

-  **Real estate** — execute and record a deed (grant deed in CA, warranty deed in TX/FL, or similar) conveying each parcel from the Grantor individually to the Trustee; notify mortgage lender (the federal Garn-St. Germain Act, 12 U.S.C. §1701j-3, prohibits due-on-sale acceleration for transfers to an inter vivos trust of an owner-occupied residence).
-  **Bank and brokerage accounts** — retitle accounts in the name of the Trust; provide a Certification of Trust (or, in NY, the relevant portions of the full instrument).
-  **Business interests (LLC, partnership, closely held stock)** — assign per operating/partnership agreement; update company books. For S-corporation stock, confirm that the Trust qualifies as a permitted S-corp shareholder (a revocable trust qualifies automatically during the Grantor's lifetime under IRC §1361(c)(2)(A)(i); an irrevocable trust qualifies only if structured as a QSST or ESBT).
-  **Tangible personal property** — execute a Bill of Transfer covering household goods, furniture, jewelry, collectibles, and personal effects.
-  **DO NOT retitle** retirement accounts (401(k), IRA) or life-insurance policies into the Trust — this triggers taxable distribution or loss of tax deferral. Instead, update beneficiary designations (naming the Trust or individuals as primary/contingent beneficiaries).
-  **Later-acquired property** — retitle as acquired.

General Provisions

Governing Law. This Trust shall be governed by and construed in accordance with the laws of the State of CA, without regard to its conflict-of-laws rules.

Severability. If any provision of this Trust is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to be enforceable consistent with the Grantor's intent.

Headings. Section headings are for convenience only and do not affect interpretation.

Counterparts and Electronic Signatures. This Trust may be executed in counterparts, each of which shall be deemed an original. Electronic signatures are valid and binding under the federal ESIGN Act (15 U.S.C. §7001 et seq.) and applicable state law, except where state law requires original wet-ink signatures for the disposition of real property or for trust execution (including, without limitation, Florida and New York).

Signatures

IN WITNESS WHEREOF, the Grantor and the Trustee have executed this Trust as of the Effective Date.

Grantor

PRINTED NAME

SIGNATURE

DATE

Witnesses

The undersigned witnesses declare that the Grantor signed this instrument in our presence, that we signed in the Grantor's presence and in the presence of each other, and that we believe the Grantor to be of sound mind and under no duress or undue influence.

Witness 1

PRINTED NAME

SIGNATURE

DATE

Witness 2

PRINTED NAME

SIGNATURE

DATE

Notary Acknowledgment

State of CA County of _____

On this _____ day of _____, 20, before me, the undersigned notary public, personally appeared [GRANTOR NAME], proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on this instrument, the person, or the entity upon behalf of which the person acted, executed this instrument.

Notary Public: _____ My commission expires: _____ [Notary Seal]

Self-Proving Affidavit

State of CA County of _____

We, [GRANTOR NAME] and the undersigned witnesses, being first duly sworn, declare to the undersigned officer that the foregoing instrument is the Trust of the Grantor; that the Grantor willingly signed and executed the instrument as the Grantor's free and voluntary act; that each witness signed the instrument as a witness at the request of the Grantor, in the Grantor's presence, and in the presence of each other; and that, to the best of each witness's knowledge, the Grantor was at the time of execution at least eighteen (18) years of age, of sound mind, and under no constraint or undue influence.

Grantor: _____ Witness 1: _____ Witness 2:

Subscribed, sworn to, and acknowledged before me this _____ day of _____, 20.

Notary Public: _____ My commission expires: _____ [Notary Seal]

Schedule A — Initial Trust Property

[TRUST PROPERTY]