THE [TRUST NAME]

A FLORIDA JOINT REVOCABLE LIVING TRUST

Dated _______________, 20____

[Basic sample form. This is not the agreement Alper Law uses for clients.]

ARTICLE ONE

ESTABLISHING OUR TRUST

[SETTLOR 1 NAME] and [SETTLOR 2 NAME] sign this trust agreement on _______________, 20____ as the Settlors of the trust it creates, and are called "we", "us" or "our" below. Each of us also signs as a Trustee, and "our Trustee" means whoever is then holding that office.

Our purpose is a trust that is valid in Florida. Where Florida law lets a trust instrument set its own rule, this instrument sets it, and Florida law supplies the rule only where the statute may not be varied.

Section 1.01 Name of Our Trust

Title to trust property, and any beneficiary or pay on death designation naming this trust, should read:

> "[SETTLOR 1 NAME] and [SETTLOR 2 NAME], Trustees of the [TRUST NAME] under agreement dated _______________, 20____, as it may be amended."

Section 1.02 Reliance by Third Parties

Our Trustee may prove the trust to another person by delivering a certification of trust that names the Trustee and describes what the Trustee is empowered to do. This instrument itself need not be handed over. A person who deals with our Trustee may rely on that certification, and has no duty to read this instrument, to confirm that our Trustee holds the power being exercised, or to follow what our Trustee does with money or property that person turns over.

Section 1.03 Funding Our Trust

We deliver $10 to our Trustee with this instrument, and our Trustee takes that $10 in trust. Property may be added later, but only our Trustee can accept it. Whatever our Trustee accepts is held, managed and paid out for us and for our beneficiaries on the terms written here.

Section 1.04 Records of Our Contributions

Our Trustee shall keep records good enough to show what each of us put into the trust and how much of the trust property answers to each of us. Property put in under both our names answers to us in equal portions unless the transfer document says otherwise.

Section 1.05 Our Residence

Each of us may use, possess, and occupy for the rest of his or her life, without charge, any real property held in our trust that he or she occupies as a residence, and that right continues for the survivor of us after the death of the first of us to die. Our Trustee shall not take any action that defeats that right.

Section 1.06 Powers We Reserve

Serving as Trustee. While either of us holds the office of Trustee, that Settlor needs no other Trustee's agreement to act for the trust or to run its affairs.

Putting Property In and Taking It Out. Either of us may put further property into the trust whenever that Settlor chooses. Either of us may take back out the property that answers to that Settlor's own contribution, and acting together we may take out anything at all.

Paying Income and Principal While We Live. Either of us may tell our Trustee to pay out any part of the income or principal answering to that Settlor's own contribution, to either of us or to anyone else, and acting together we may direct a payment out of any of the trust property. Our Trustee may also pay income or principal to either of us, or spend it on us, until nothing is left. Income that is not paid out becomes principal.

Investing. Either of us may look at any investment our Trustee has made and change it. Our Trustee need not ask us first.

Section 1.07 Revocation and Amendment by Both of Us

Acting together, we may change this instrument or bring the trust to an end, as to all of the trust property or any part of it, and we need give no reason. To do either we must put it in a writing signed by both of us, executed with the same formalities this instrument required of us, and deliver that writing to whoever is then serving as our Trustee.

Section 1.08 Revocation and Amendment by One of Us

Either of us, acting alone, may change or revoke this instrument as to the portion of the trust property attributable to that Settlor's contribution. To do so that Settlor must put it in a signed writing, executed with the same formalities this instrument required of that Settlor, and deliver that writing to whoever is then serving as our Trustee. Acting alone, neither of us can touch the terms that govern the portion attributable to the other Settlor's contribution.

Section 1.09 Notice of a Revocation or Amendment by One of Us

Promptly after receiving an amendment or revocation signed by only one of us, our Trustee shall notify the other Settlor of it.

Section 1.10 Delivery of Trust Property Upon a Revocation

On a revocation our Trustee shall hand the trust property over as the revoking Settlor or Settlors direct. Where only one of us revokes, only the portion attributable to that Settlor's contribution goes out, and this instrument continues to govern everything that stays.

Section 1.11 Revocation and Amendment After the Death of One of Us

The death of the first of us to die closes the portion attributable to that Settlor's contribution: it can no longer be changed or revoked. The survivor keeps, as to the portion attributable to the survivor's own contribution, the power described in Section 1.08 and must exercise it the same way.

ARTICLE TWO

FAMILY INFORMATION

We are married to each other.

Our children are [CHILDREN NAMES].

Wherever this instrument says our children, it means the children named in this Article. Wherever it says our descendants, it means those children together with everyone descended from them, and the descendants of a child of ours who has died are included.

ARTICLE THREE

TRUSTEE SUCCESSION

Section 3.01 Our Trustees

We take office together as the first Trustees of our trust. While both of us are in office, either of us may act alone for the trust, and anyone dealing with the trust may rely on the act or the signature of either of us.

Section 3.02 A Trustee May Resign

A Trustee leaves office by telling us so in writing, or, after the death of the first of us to die, by telling the survivor. If neither of us is living, or if both of us are incapacitated, the notice goes instead to any other Trustee then in office and to the beneficiaries then entitled to receive the trust's net income.

Section 3.03 Choosing Trustees While Both of Us Are Living

Acting together, we can dismiss a Trustee at any time, for a reason or for none. If a Trustee leaves office for any reason, we can take the office ourselves, add someone to serve alongside us, or appoint a replacement.

While one of us is incapacitated, the other Settlor holds the office alone. If both of us are incapacitated, the persons named below shall take the office of Trustee, in this order, displacing whoever is then serving:

> [SUCCESSOR TRUSTEE 1], then
>
> [SUCCESSOR TRUSTEE 2].

Section 3.04 Succession After the Death of the First of Us to Die

When the first of us dies, the survivor holds the office of Trustee alone. The survivor may dismiss any Trustee at any time, for a reason or for none, and may add someone to serve alongside the survivor or appoint a replacement.

Section 3.05 Succession After the Death of the Survivor of Us

When the survivor of us dies, the persons named below shall take the office of Trustee, in this order, displacing whoever is then serving:

> [SUCCESSOR TRUSTEE 1], then
>
> [SUCCESSOR TRUSTEE 2].

Section 3.06 A Vacancy Nobody Fills

If the office of Trustee falls vacant and none of the persons named above can or will take it, the beneficiaries then entitled to receive the trust's net income shall choose the next Trustee by majority, and may choose an individual or a trust company. Should the office still be empty thirty days later, any beneficiary may ask a court to fill it. A minor or incapacitated beneficiary acts through a parent or legal representative for purposes of this Section.

Section 3.07 Incapacity of a Trustee

A Trustee who is not one of us and who becomes incapacitated ceases to serve. Written notice of the incapacity, signed by a then serving Trustee or by the person designated to succeed the incapacitated Trustee, terminates that Trustee's service. If the Trustee whose capacity is in question objects in writing within 10 days after receiving the notice, that Trustee's service terminates only upon the written opinion of a licensed physician who has examined that Trustee.

Section 3.08 Recording a Change of Trustee

An appointment, a removal or a resignation counts only if it is written down, signed by the person exercising the power, and dated to say when it takes effect. A removed Trustee must be told, and so must every other Trustee then in office. An incoming Trustee must be told, and so must every other Trustee then in office, and the appointment begins when the incoming Trustee accepts it in writing.

Section 3.09 An Incoming Trustee Inherits No Blame

An incoming Trustee owes no duty to audit what an earlier Trustee, or the personal representative of either of our estates, did or kept, and answers for nothing either of them did or left undone.

ARTICLE FOUR

ADMINISTRATION WHILE A SETTLOR IS INCAPACITATED

Section 4.01 Paying for Our Care

While either of us is incapacitated our Trustee shall pay out whatever the health, education, maintenance, support and general welfare of both of us require, taking it from income or principal or both. A payment for an incapacitated Settlor may be made:

to that Settlor;

to the other Settlor, to be spent on the incapacitated Settlor;

to another person or business that is supplying what that Settlor needs;

to an agent acting for that Settlor under a durable power of attorney; or

to that Settlor's guardian.

Section 4.02 Paying for People Who Depend on Us

Our Trustee may also pay income or principal for the health, education, maintenance or support of anyone our Trustee finds to be relying on either of us for support. Our own needs come first. Our Trustee need not treat those people alike, may pass some of them over entirely, and may pay nothing at all. What is paid under this Section is not an advance, and is not deducted from anything the recipient later takes under this instrument.

Section 4.03 Reserved Powers During a Settlor's Incapacity

While one of us is incapacitated, that Settlor's powers under Sections 1.06 through 1.10 may not be exercised, and the other Settlor may exercise those powers only as to the portion of the trust property attributable to that other Settlor's contribution.

ARTICLE FIVE

WHAT HAPPENS AT OUR DEATHS

Section 5.01 Upon the Death of the First of Us to Die

The death of the first of us neither ends the trust nor splits it. Our Trustee keeps all of the trust property together as one trust and runs it for the survivor of us under this Article.

Section 5.02 Distributions to the Surviving Settlor

After the first of us dies, our Trustee shall pay the survivor whatever the survivor asks for, and whatever our Trustee thinks the survivor's health, education, maintenance, support and general welfare require, drawing on income or principal until nothing is left. Income that is not paid out becomes principal.

Section 5.03 Rights of the Surviving Settlor

After the first of us dies, the survivor may hold the office of Trustee alone under Section 3.04, may use, possess and occupy a residence held in our trust under Section 1.05, may receive payments of income and principal under Section 5.02, and may change or revoke this instrument so far as Section 1.11 allows.

Section 5.04 Upon the Death of the Survivor of Us

The death of the survivor fixes the terms of this instrument, and no one may alter or end the trust after that. Our Trustee may get a taxpayer identification number of its own for the trust, and shall then pay out what is left as Articles Six and Seven direct.

Section 5.05 Bills and Claims

When either of us dies, our Trustee may use trust property to settle what that Settlor's final illness, funeral and burial or cremation cost, a memorial service included; any debt of that Settlor or of that Settlor's estate that could be enforced at law; the cost of winding up the trust and that Settlor's estate; and any allowance a court orders for someone who depended on that Settlor. Our Trustee decides whether to pay any of these, and a creditor gets no right against the trust out of this Section.

Section 5.06 Death Taxes

Any tax that falls due because either of us has died is to be borne among the shares of our trust property in the way Florida law directs on the day of that death.

Section 5.07 Life Insurance

Life insurance money paid to our Trustee never passes through either of our probate estates, and nothing written here tells our Trustee to spend it on our debts or on the cost of settling our estates.

ARTICLE SIX

HOUSEHOLD AND PERSONAL BELONGINGS

Section 6.01 A Separate List of Belongings

At any time after signing this instrument either of us may make a signed list of tangible personal property, saying who is to receive each item. A list must state that it belongs to this trust and must describe each item and each recipient clearly enough to be identified. Our Trustee shall deliver the listed items soon after the Settlor who signed the list dies, with any insurance carried on them. Where two lists signed by the same Settlor disagree, the one bearing the later date governs the item they disagree about.

Section 6.02 Belongings Not on a List

When the survivor of us dies, tangible personal property that no list covers goes with the rest of the trust property under the Articles that follow. Until an item reaches the person entitled to it, the cost of guarding it, housing it, insuring it, crating it and moving it is an expense of administration and our Trustee shall meet it from the trust. Each item goes out burdened by whatever lien or other charge already sits on it.

ARTICLE SEVEN

WHO TAKES WHAT IS LEFT

Section 7.01 Our Descendants Take

When the survivor of us dies, whatever remains in the trust goes to our descendants, per stirpes. They take it outright, and no trust continues for them.

Section 7.02 A Taker Who Is Under 21 or Incapacitated

Where a person entitled to take under this Article is younger than 21 or is incapacitated, Article Eight governs how the share reaches that person.

Section 7.03 If Nobody Is Left to Take

Should a time come when no person or organization qualifies to take a final share of the trust property, that share passes to the people who would have taken it from the survivor of us had the survivor owned it and died with no will, in the shares Florida law would then have given them.

ARTICLE EIGHT

PROPERTY FOR A MINOR OR AN INCAPACITATED BENEFICIARY

Section 8.01 Ways to Hand Over the Property

When property is to go to a beneficiary who is younger than 21 or who is incapacitated, our Trustee may choose any of these routes:

> hand it to the beneficiary;
>
> hand it to the beneficiary's parent or guardian, or to whoever has taken charge of the beneficiary;
>
> hand it to a custodian for the beneficiary under the Florida Uniform Transfers to Minors Act;
>
> spend it, or hand it to someone who will spend it, for the beneficiary; or
>
> keep it in trust under Section 8.02.

Section 8.02 Holding the Property in Trust

Our Trustee may instead hold the share as a trust of its own for that beneficiary. Out of it our Trustee shall meet what the beneficiary's health, education, maintenance or support reasonably calls for, drawing on income or principal, and shall roll unspent income into principal. The beneficiary may call for the whole of that trust, or any part of it, once the beneficiary turns 21 or recovers capacity. If the beneficiary dies first, what is left goes to that beneficiary's descendants, per stirpes, and if there are none, as Section 7.01 provides.

Section 8.03 The Trustee's Choice Is Final

No beneficiary may reopen a choice our Trustee makes under this Article. Nothing in this Article reaches a payment made to either of us.

ARTICLE NINE

RUNNING THE TRUST

Section 9.01 No Court Looking Over the Trustee's Shoulder

The trust runs without a judge's oversight and without any court's order or approval, unless our Trustee or someone else with an interest starts a case. So far as the law allows, our Trustee posts no bond and files nothing with any court.

Section 9.02 What the Trustee May Do

Our Trustee holds every power this instrument gives and may do whatever running the trust sensibly requires, in each case without asking a court first. Our Trustee also holds the powers listed in Part VIII of the Florida Trust Code, Chapter 736, which this instrument adopts, except where something written here limits or contradicts them.

Section 9.03 Spending Instead of Paying

Where a payment is due to a beneficiary, our Trustee may spend the money on that beneficiary rather than hand it over, and our Trustee owes no one an inquiry into what a beneficiary does with what it receives.

Section 9.04 Events the Trustee Has Not Heard About

A birth, a marriage, a death, an onset of incapacity or any like event can change who is entitled to a payment. Until word of it reaches our Trustee, our Trustee is answerable neither for acting nor for holding off, and not for any payment made honestly in the meantime.

Section 9.05 More Than One Trustee

While both of us are in office, either of us may act alone, as Section 3.01 provides. Two Trustees in office, neither of them one of us, must act as one. Where there are more than two, a majority carries. A Trustee who disagrees and enters the disagreement in the trust records bears no personal liability for what the majority decides.

Section 9.06 What the Trustee Is Paid

A Trustee who is not one of us may take reasonable pay for the work and may recover what the work costs out of pocket.

Section 9.07 The Yearly Account

In any year neither of us is the Trustee, our Trustee shall draw up an account of what came in, what went out, what was paid to beneficiaries and what the trust still holds, and give it to each beneficiary then entitled to receive the trust's net income. A beneficiary may waive the account in writing. Handing over the trust's federal fiduciary income tax return for the year does instead.

Section 9.08 A Trust Too Small to Run

If a trust held under Article Eight is worth too little to justify what administering it costs, our Trustee may wind it up and pay what is left to the beneficiary.

ARTICLE TEN

GENERAL PROVISIONS

Section 10.01 Spendthrift Provision

Every trust under this instrument is a spendthrift trust. A beneficiary cannot sell, give away, pledge or promise away an interest in income or principal before receiving it, and a creditor cannot reach that interest by garnishment, attachment, levy or any other process, nor can it be taken from the beneficiary against the beneficiary's will. None of this stops a beneficiary from disclaiming, and none of it applies to either of us.

Section 10.02 Surviving the Survivor by 45 Days

A beneficiary who outlives the survivor of us but dies inside 45 days of that death is treated under this instrument as though the beneficiary had died first.

If we die in circumstances that leave the order of our deaths unknown, this instrument is read as though [SETTLOR 1 NAME] had outlived [SETTLOR 2 NAME].

Section 10.03 Definitions

Settlor. Either of us is a Settlor. The surviving Settlor is whichever of us outlives the other, and the deceased Settlor is whichever of us dies first.

Descendants. A person's descendants are that person's children, their children, and so on down the line. Nieces, nephews and other relatives off that line are not descendants.

Adopted Persons. Someone adopted while still under 18, and that person's own descendants, stand under this instrument exactly where a birth child of the adopting parent and that child's descendants stand.

Incapacity. A person is incapacitated once two licensed physicians state in writing that the person can no longer look after his or her own money and property, or once a court says so. A person who will not be examined by a licensed physician when capacity is in question counts as incapacitated. Capacity returns when a licensed physician states in writing that the person can look after his or her money and property again.

Legal Representative. A person's legal representative is whoever is lawfully empowered to act for that person or that person's estate: a guardian, a personal representative, a trustee, an agent holding a durable power of attorney, or anyone else in that position. A minor beneficiary's parent is that beneficiary's legal representative here.

Per Stirpes. To divide property among a person's descendants per stirpes, count the children of that person who are then living, add the children who have died leaving descendants who are then living, and cut the property into that many equal parts. Each child who is then living takes one part. The part set aside for a child who has died is cut up again in the same way among that child's descendants who are then living.

Trustee. Trustee, and our Trustee, mean whoever is actually holding the office at the relevant moment: the persons Article One appoints, anyone who follows or replaces them, and anyone serving alongside, for this trust or for any trust it creates. The word covers one Trustee or several.

Trust Property. Trust property is everything our Trustee holds under this instrument, however it came to the trust.

Section 10.04 Reading This Instrument

Where the sense requires it, a singular word covers the plural and a plural word the singular, and a word of one gender covers the others. Nothing on a list introduced by include or including is meant to be the whole of it. Headings are there to help the reader find a provision and carry no weight in reading one.

Section 10.05 Giving Notice

Notice under this instrument is written. Handed over in person, it takes effect that day. Sent by certified mail with a receipt to be signed and returned, addressed to the last address known for the person, it takes effect on the day the receipt is signed. Notice meant for a minor or an incapacitated person goes to that person's parent or legal representative.

Section 10.06 Counterparts and Copies

This instrument may be signed in several identical documents, and each one counts as an original. A copy on paper or on a screen may be relied on to the same extent as the signed original, provided our Trustee has certified it as a true copy.

Section 10.07 Governing Law

Florida law governs this trust, its meaning and its administration.

Section 10.08 If One Provision Fails

Should a court strike down any provision of this instrument, the rest stands, and the instrument is to be read as though the struck provision had never been written.

EXECUTION

We have read this trust agreement through. We understand it, and it sets down accurately how we want our property held, managed and passed on. It comes into force when both of us have signed.

Signed this ____ day of _______________, 20____.

____
[SETTLOR 1 NAME], Settlor and Trustee

____
[SETTLOR 2 NAME], Settlor and Trustee

The foregoing instrument was signed and declared by [SETTLOR 1 NAME] and [SETTLOR 2 NAME] to be their revocable trust agreement in our presence, and we, at the Settlors' request, in the Settlors' presence, and in the presence of each other, have signed our names as witnesses on the date written above.

____
Witness signature

____
Witness printed name

Witness address: _______________________________________

____
Witness signature

____
Witness printed name

Witness address: _______________________________________

STATE OF FLORIDA

COUNTY OF [COUNTY]

Acknowledged and subscribed before me by means of ☐ physical presence or ☐ online notarization by [SETTLOR 1 NAME], ☐ who is personally known to me or ☐ who produced ______________________ as identification, and by [SETTLOR 2 NAME], ☐ who is personally known to me or ☐ who produced ______________________ as identification, the Settlors, and sworn to and subscribed before me by ______________________, a witness, ☐ who is personally known to me or ☐ who produced ______________________ as identification, and by ______________________, a witness, ☐ who is personally known to me or ☐ who produced ______________________ as identification, and subscribed by me in the presence of the Settlors and the subscribing witnesses, this ____ day of _______________, 20____.

____

Notary Public, State of Florida

Notary printed name: _________________________________

My commission expires: _______________________________