THE [TRUST NAME]

A FLORIDA REVOCABLE LIVING TRUST

Dated _______________, 20____

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

ARTICLE ONE

ESTABLISHING MY TRUST

[SETTLOR NAME] signs this trust agreement on _______________, 20____ as the Settlor of the trust it creates, and is called "I" or "me" below. [TRUSTEE NAME] signs it as the first Trustee and is called "my Trustee".

My 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 My Trust

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

> "[TRUSTEE NAME], Trustee of the [TRUST NAME] under agreement dated _______________, 20____, as it may be amended."

Section 1.02 Reliance by Third Parties

My 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 my Trustee may rely on that certification, and has no duty to read this instrument, to confirm that my Trustee holds the power being exercised, or to follow what my Trustee does with money or property that person turns over.

Section 1.03 Funding My Trust

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

Section 1.04 My Residence

I may use, possess, and occupy for the rest of my life, without charge, any real property held in my trust that I occupy as my residence. My Trustee shall not take any action that defeats that right.

Section 1.05 Powers I Reserve

Serving as Trustee. While I hold the office of Trustee, I need no other Trustee's agreement to act for the trust or to run its affairs.

Changing or Ending the Trust. I keep the power to change this instrument or to bring the trust to an end, as to all of the trust property or any part of it, and I need give no reason. To do either I must put it in a signed writing, executed with the same formalities this instrument required of me, and deliver that writing to whoever is then serving as my Trustee.

Putting Property In and Taking It Out. I may put further property into the trust whenever I choose, and I may take property back out whenever I choose.

Paying Income and Principal While I Live. I may tell my Trustee to pay out any part of the trust's income or principal that I think fit, to me or to anyone else. My Trustee may also pay income or principal to me, or spend it on me, until nothing is left. Income that is not paid out becomes principal.

Investing. I may look at any investment my Trustee has made and change it. My Trustee need not ask me first.

ARTICLE TWO

FAMILY INFORMATION

I am not married.

My children are [CHILDREN NAMES].

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

ARTICLE THREE

TRUSTEE SUCCESSION

Section 3.01 A Trustee May Resign

A Trustee leaves office by telling me so in writing. If I am then incapacitated or dead, 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 3.02 Choosing Trustees While I Am Living

I can dismiss a Trustee at any time, for a reason or for none. If a Trustee leaves office for any reason, I can take the office myself, add someone to serve alongside me, or appoint a replacement.

If I become 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 3.03 Choosing Trustees After My Death

When I die, 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 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 3.05 Incapacity of a Trustee

A Trustee other than me 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 3.06 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 3.07 An Incoming Trustee Inherits No Blame

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

ARTICLE FOUR

ADMINISTRATION WHILE I AM INCAPACITATED

Section 4.01 Paying for My Care

While I am incapacitated my Trustee shall pay out whatever my health, education, maintenance, support and general welfare require, taking it from income or principal or both. A payment under this Section may be made:

to me;

to another person or business that is supplying what I need;

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

to my guardian.

Section 4.02 Paying for People Who Depend on Me

My Trustee may also pay income or principal for the health, education, maintenance or support of anyone my Trustee finds to be relying on me for support. My own needs come first. My 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.

ARTICLE FIVE

WHAT HAPPENS AT MY DEATH

Section 5.01 The Trust Can No Longer Be Changed

My death fixes the terms of this instrument, and no one may alter or end the trust after that. My Trustee may get a taxpayer identification number of its own for the trust.

Section 5.02 Bills and Claims

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

Section 5.03 Death Taxes

Any tax that falls due because I have died is to be borne among the shares of my trust property in the way Florida law directs on the day I die.

Section 5.04 Life Insurance

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

ARTICLE SIX

HOUSEHOLD AND PERSONAL BELONGINGS

Section 6.01 A Separate List of Belongings

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

Section 6.02 Belongings Not on a List

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 my 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 My Descendants Take

Whatever remains in the trust goes to my 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 me had I 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, my 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

My Trustee may instead hold the share as a trust of its own for that beneficiary. Out of it my 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 my Trustee makes under this Article. Nothing in this Article reaches a payment made to me.

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 my Trustee or someone else with an interest starts a case. So far as the law allows, my Trustee posts no bond and files nothing with any court.

Section 9.02 What the Trustee May Do

My Trustee holds every power this instrument gives and may do whatever running the trust sensibly requires, in each case without asking a court first. My 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, my Trustee may spend the money on that beneficiary rather than hand it over, and my 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 my Trustee, my 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

Two Trustees in office 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 other than me 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 I am not the Trustee myself, my 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, my 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.

Section 10.02 Surviving Me by 45 Days

A beneficiary who outlives me but dies inside 45 days of my death is treated under this instrument as though the beneficiary had died before I did.

Section 10.03 Definitions

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 my Trustee, mean whoever is actually holding the office at the relevant moment: the person Article One appoints, anyone who follows or replaces that person, 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 my 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 my 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

I have read this trust agreement through. I understand it, and it sets down accurately how I want my property held, managed and passed on. My signature alone brings it into force, and a Trustee's signature is not needed for that.

Signed this ____ day of _______________, 20____.

____
[SETTLOR NAME], Settlor and Trustee

The foregoing instrument was signed and declared by [SETTLOR NAME] to be his or her revocable trust agreement in our presence, and we, at the Settlor's request, in the Settlor's 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 NAME], the Settlor, ☐ who is personally known to me or ☐ who produced ______________________ as identification, 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 Settlor and the subscribing witnesses, this ____ day of _______________, 20____.

____

Notary Public, State of Florida

Notary printed name: _________________________________

My commission expires: _______________________________