**REVOCABLE LIVING TRUST AGREEMENT**

**[NAME OF TRUST]**

This Revocable Living Trust (the “Trust”) is made and entered into as of the **[Day]** of **[Month]**, **[Year]**, by **[Full Legal Name of Settlor**], the Settlor, a resident of **[City, County, State]**.

**ARTICLE I: CREATION OF TRUST**

**1.1 Name of the Trust**

I, **[Full Name of Settlor]**, a resident of the State of California, hereby create this revocable living trust agreement, to be known as "**[Name of Trust]**" (the "Trust"). This Trust Agreement shall be governed by the laws of the State of California.

**1.2 Effective Date**

This Trust shall become effective upon execution by the Settlor and Trustee.

**1.3 Revocability**

This Trust is revocable by the Settlor during the Settlor’s lifetime. The Settlor expressly reserves the right to modify, amend, or revoke this Trust in whole or in part at any time.

**1.4 Intent and Objectives**

This Trust is established to accomplish the following purposes:

1. Avoiding probate at the Settlor’s death;

2. Ensuring seamless management of the Settlor’s assets during periods of incapacity or disability;

3. Preserving estate tax advantages and limiting liabilities upon death; and

4. Providing for the structured and efficient distribution of the Settlor’s estate to beneficiaries.

**ARTICLE II: IDENTIFICATION OF PARTIES**

**2.1 Settlor**

The Settlor, **[Full Name of Settlor],** resides at **[Address of Settlor]**, California, and has the legal capacity to establish this Trust.

**2.2 Initial Trustee**

The initial Trustee shall be **[Full Name of Trustee]** and is authorized to manage the Trust estate in compliance with the fiduciary duty standards outlined in California Probate Code §§ 16000-16064.

**2.3 Successor Trustees**

Upon the death, incapacity, resignation, or unwillingness of the initial Trustee to serve, the following individuals shall serve as Successor Trustees in the order named:

1. Successor Trustee #1 **[Full Name of Trustee 1],** residing at **[Address of Trustee 1].**

2. Successor Trustee #2 **[Full Name of Trustee 2],** residing at **[Address of Trustee 2].**

The Successor Trustee shall have all the same rights, powers, and obligations as the initial Trustee.

**2.4 Beneficiaries**

The primary beneficiary during the settlor’s lifetime is the Settlor. Upon the Settlor’s death, the beneficiaries of the Trust estate shall be as described in Article V.

**ARTICLE III: FUNDING OF TRUST**

**3.1 Trust Property**

The Settlor hereby transfer, assigns, and delivers to the Trust all property described in **Schedule A** attached to this Agreement. Additional property may be transferred to the Trust by the Settlor or others upon delivery to the Trustee and documentation as required by applicable law.

**3.2 Title to Trust Property**

All property transferred into the Trust shall be titled or identified as follows:

**“[Settlor Name], Trustee of the [Trust Name] dated [Month], [Year].”**

**3.3 Excluded Property**

The following assets should not be transferred into this Trust:

1. Retirement accounts governed by ERISA (Pension / Cash Balance Plan / 401(k) / 403(b) / Profit-sharing plan / Employee Stock Ownership Plans (ESOP) / IRA)—beneficiary designation should be updated instead.

2. Life Insurance policies—designate the Trust as beneficiary only if appropriate.

**ARTICLE IV: TRUSTEE POWERS**

**4.1 General Powers**

The Trustee shall have full authority to manage the Trust estate in accordance with California Probate Code § 16200, including but not limited to:

1. Buying, selling, leasing, or encumbering real and personal property;

2. Managing and reinvesting all Trust assets, including financial accounts, securities, and other investment vehicles;

3. Paying taxes, securing insurance, and handling legal disputes for the benefit of the Trust.

**4.2 Community Property Management**

If any Trust property consists of community property, it shall retain its character as much unless otherwise specified.

**4.3 Digital Assets Management**

The Trustee is authorized to access, manage, and distribute the Settlor’s digital assets, including but not limited to online accounts, social media, payment, cryptocurrency, cloud, or digital files, in compliance with the California Revised Uniform Fiduciary Access to Digital Assets Act.

**ARTICLE V: DISTRIBUTIONS DURING TRUSTOR'S PROPERTY**

**5.1 Lifetime Distributions**

During their lifetime, the Settlor shall retain the right to utilize and withdraw income and principal as necessary for their health, education, maintenance, and support.

**5.2 Distributions Upon Settlor’s Death**

Upon the death of the Settlor:

**1. Specific Bequests:**

To **[Full Name of Beneficiary, Beneficiary Relationship]**, the following property: **[Property Name].**

To **[Full Name of Beneficiary, Beneficiary Relationship]**, the following property: **[Property Name].**

**2. Remaining Property:**

The residue of the Trust estate shall be distributed as follows:

**[Full Name of Beneficiary]** shall receive % outright or in a sub-trust structured per the attached “Minor/Conditioned Trust Distribution Addendum.”

**3. Special Needs Beneficiaries**

If any named beneficiary is receiving governmental support, such distributions shall be held in a special needs trust to ensure continued eligibility.

**ARTICLE VI: INCAPACITY OF SETTLOR**

**6.1 Determination of Incapacity**

The Settlor shall be deemed incapacitated if two licensed physicians or medical professionals provide written certification attesting to the Settlor’s inability to manage their financial affairs.

**6.2 Management During Incapacity**

The Trustee shall use the Trust assets exclusively for the care, maintenance, and wellbeing of the Settlor during any period of incapacity.

**ARTICLE VII: TAX AND REAL PROPERTY CONSIDERATIONS**

**7.1 Property Tax Implication (Proposition 19)**

If real property is transferred to children or other beneficiaries, the Trustee shall seek professional advice to assess eligibility for exclusion from reassessment under California Proposition 19. The Trustee shall consult with the California Board of Equalization guidelines to ensure compliance.

**7.2 Estate Taxes**

If the Trust estate exceeds federal or California estate tax thresholds, the Trustee is authorized to pay taxes with assets from the Trust.

**ARTICLE VIII: AMENDMENT AND REVOCATION**

**8.1 Amendments by Settlor**

The Settlor may amend any terms of this Trust through a signed, written instrument delivered to the Trustee.

**8.2 Revocation by Settlor**

The Settlor may revoke this Trust in whole or in part by delivering a written, signed notice of revocation to the Trustee.

**8.3 Death or Incapacity**

Upon my death or incapacity, this Trust shall become irrevocable and may not be amended or revoked.

**ARTICLE IX: ADDITIONAL PROVISIONS**

**9.1 Compensation of Trustee**

The Trustee shall be entitled to reasonable compensation for services rendered in the administration of the Trust. Such compensation shall be communicated with the nature and extent of the services provided and consistent with the customary fees charged by professional fiduciaries in the State of California.

**9.2 Reimbursement of Expenses**

During my lifetime, while I am competent, the Trustee shall distribute to me or for my benefit such amounts of the net income and principal of the Trust as I may request from time to time. If I become incapacitated, the Trustee may distribute such amounts of income and principal as the Trustee deems necessary for my health, education, maintenance, and support.

**9.3 Bond**

The Trustee shall not be required to post bond. [Optional: Settlor must express the requirement of a bond in writing.]

**9.4 Validity**

If any provision of this Trust Agreement is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision.

**9.5 Governing Law**

This Trust Agreement shall be governed by California law.

IN WITNESS WHEREOF, I have executed this Trust Agreement on this **[Day of Trust]** day of **[Month of Trust]**, 2025.

**[Trustor Signature]**

**[Trustor Name]**, Trustor

**[Initial Trustor Signature]**

**[Initial Trustor Name]**, Initial Trustor

**NOTARIZATION**

State of California

County of **[Notarized County]**

On this **[Notarized Day]** day of **[Notarized Month]**, 2025, before me personally appeared John Smith, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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Notary Public

**[NAME OF TRUST]**  
**Schedule A**

**[Trust Property]**, **[Description of Property]**

**[Trust Property]**, **[Description of Property]**