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### ****REVOCABLE LIVING TRUST AGREEMENT****

#### Prepared for Use in California

(For Licensed Attorneys—Template to Be Customized Based on Client's Circumstances)

**TRUST AGREEMENT**   
This TRUST AGREEMENT (the "Trust") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between **[Settlor Full Name]**, whose residence is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, California, hereinafter referred to as the "Settlor," and **[Trustee Full Name]**, residing and/or conducting business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as the initial Trustee, hereinafter referred to as the "Trustee."

### ****ARTICLE I: ESTABLISHMENT OF THE TRUST****

#### 1.1 ****Name of the Trust****

This Trust shall be known as the “[Settlor’s Full Name] Revocable Living Trust dated \_\_\_\_\_\_\_\_\_\_, 20\_\_” (the "Trust").

#### 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, in accordance with Article VIII of this document.

#### 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]**, resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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]**, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. Successor Trustee #2: **[Full Name]**, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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 transfers, 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 \_\_\_\_\_\_\_\_\_\_, 20\_\_.”**

#### 3.3 ****Excluded Property****

The following assets should **not** be transferred into this Trust:

1. Retirement accounts governed by ERISA (e.g., 401(k)s, IRAs) – beneficiary designations should be updated instead.
2. Life insurance policies – designate the Trust as beneficiary only if appropriate.

### ****ARTICLE IV: TRUSTEE POWERS AND RESPONSIBILITIES****

#### 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 such 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, digital files, or cryptocurrency, in compliance with the California Revised Uniform Fiduciary Access to Digital Assets Act.

### ****ARTICLE V: DISTRIBUTION OF TRUST 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, Beneficiary Relationship]**, the following property: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   * To **[Full Name, Beneficiary Relationship]**, the sum of $\_\_\_\_\_\_\_\_.
2. **Remaining Property**:   
   The residue of the Trust estate shall be distributed as follows:
   * **[Name]** 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 Implications (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.**

#### **Article IX: **ADDITIONAL PROVISIONS 1. Trustee Compensation and Reimbursement****

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 commensurate with the nature and extent of the services provided and consistent with the customary fees charged by professional fiduciaries in the State of California.

1. **Reimbursement of Expenses**

The Trustee shall also be entitled to reimbursement for all reasonable and necessary expenses incurred in the administration of the Trust, including but not limited to legal fees, accounting fees, and costs associated with the management, preservation, and distribution of Trust assets.

1. **Approval of Compensation and Expenses**

If any beneficiary objects to the Trustees compensation or reimbursement of expenses, the Trustee shall provide an accounting of such compensation and expenses. Any disputes shall be resolved in accordance with the dispute resolution provisions of this Trust.

#### ****2. Trust Protector or Advisor****

1. **Appointment of Trust Protector**

The Settlor hereby appoints **[Name of Trust Protector]**, residing at **[Address]**, as the Trust Protector. If the Trust Protector is unable or unwilling to serve, the Successor Trust Protector shall be **[Name of Successor Trust Protector]**, residing at **[Address]**.

1. **Powers of the Trust Protector**

The Trust Protector shall have the following powers, which shall be exercised in a fiduciary capacity and in accordance with the Settlors intent:

1. To amend or modify the Trust to ensure compliance with changes in tax laws or other applicable laws;
2. To resolve disputes between the Trustee and beneficiaries;
3. To remove and replace the Trustee if the Trustee is unable or unwilling to serve or is acting in a manner inconsistent with the Settlors intent;
4. To approve or disapprove any proposed distributions or actions by the Trustee, as necessary to carry out the purposes of the Trust.
5. **Limitations on Trust Protectors Powers**

The Trust Protector shall not have the authority to add or remove beneficiaries, alter the beneficial interests of the Trust, or take any action that would result in the Trust being deemed irrevocable.

1. **Compensation and Reimbursement**

The Trust Protector shall be entitled to reasonable compensation for services rendered and reimbursement for expenses incurred in the performance of their duties, consistent with the provisions of Section 1.

#### ****3. Charitable Trust or Charitable Remainder Provisions****

1. **Charitable Intent**

The Settlor expresses a desire to support charitable organizations and causes. Upon the Settlors death, the Trustee shall distribute a portion of the Trust estate to the following charitable organizations, provided they are qualified as tax-exempt under Internal Revenue Code 501(c)(3):

1. **[Name of Charity 1]**, located at **[Address]**, shall receive **[specific amount or percentage]**;
2. **[Name of Charity 2]**, located at **[Address]**, shall receive **[specific amount or percentage]**.
3. **Charitable Remainder Trust**

If any portion of the Trust estate is designated as a charitable remainder, the Trustee shall establish a Charitable Remainder Trust in accordance with Internal Revenue Code 664. The terms of the Charitable Remainder Trust shall include:

1. Payment of an annuity or unitrust amount to the designated non-charitable beneficiaries for their lifetimes or a term of years, as specified in the Trust;
2. Distribution of the remainder interest to the designated charitable organizations upon the termination of the annuity or unitrust interest.
3. **Compliance with Tax Laws**

The Trustee shall ensure that all distributions to charitable organizations comply with applicable federal and California tax laws. If any designated charity ceases to qualify as a tax-exempt organization under Internal Revenue Code 501(c)(3), the Trustee shall distribute the funds to a similar charitable organization that meets the tax-exempt requirements.

### ****ARTICLE X: GENERAL PROVISIONS****

#### ****9.1 Governing Law****

**This Trust shall be governed by and construed under the laws of the State of California.**

#### ****9.2 Severability****

**If any provision of this Trust is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.**

#### ****9.3 Dispute Resolution****

**Any disputes arising under this Trust shall first be submitted to mediation. If mediation fails, the parties agree to binding arbitration in accordance with the rules of the American Arbitration Association.**

### ****SCHEDULE A: TRUST PROPERTY****

1. **Real Property:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. Bank Accounts: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Brokerage Accounts: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. Digital Assets: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
5. Tangible Personal Property: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**EXECUTED AND ACKNOWLEDGED BY:**   
  
Settlor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_   
  
Trustee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_   
  
Notary Acknowledgment:   
[Insert Notary Block Here]