REVOCABLE LIVING TRUST

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INSTRUCTIONS FOR USE

This is a general-purpose revocable living trust template. Fill in the bracketed fields. IMPORTANT: A trust is only effective when properly funded — you must transfer assets into the trust's name after signing. Most states require notarization. This does not constitute legal advice.

REVOCABLE LIVING TRUST AGREEMENT

Trust Name: The [LAST NAME] Revocable Living Trust (dated [DATE])

Date of Execution: [DATE]

ARTICLE I — PARTIES & CREATION

1.1 Grantor/Settlor (Person Creating the Trust):

- Name: [FULL LEGAL NAME]
- Address: [ADDRESS, CITY, STATE, ZIP]
- Date of Birth: [DOB]

1.2 Initial Trustee (Person Managing the Trust):

- Name: [FULL LEGAL NAME — typically the Grantor themselves]

(During the Grantor's lifetime, the Grantor typically serves as their own Trustee, maintaining full control over all trust assets.)

1.3 Successor Trustee (Takes over if Grantor becomes incapacitated or dies):

- Primary: [FULL LEGAL NAME], [RELATIONSHIP], of [CITY, STATE]
- Secondary: [FULL LEGAL NAME], [RELATIONSHIP], of [CITY, STATE]

1.4 Creation. The Grantor hereby creates this Revocable Living Trust and transfers the property described in Schedule A to the Trustee, to be held, managed, and distributed in accordance with this Agreement.

ARTICLE II — PURPOSE

This Trust is created for the following purposes: (a) To manage and protect the Grantor's assets during lifetime; (b) To provide for management of assets in the event of the Grantor's incapacity; (c) To distribute assets upon the Grantor's death without probate; (d) To protect the privacy of estate distributions (trusts are not public record).

ARTICLE III — TRUST PROPERTY

3.1 Initial Trust Property. The property listed in Schedule A (attached) is hereby transferred to and shall be held by the Trustee under the terms of this Trust.

3.2 Additional Property. The Grantor or any other person may transfer additional property to this Trust at any time by deed, assignment, beneficiary designation, or any other legal method.

3.3 Trust Funding Reminder: This Trust is only effective for assets that have been formally transferred into the trust's name. Assets not titled in the trust's name at death will pass through probate (unless they have designated beneficiaries).

ARTICLE IV — DURING GRANTOR'S LIFETIME

4.1 Grantor's Rights. During the Grantor's lifetime, the Grantor (as Trustee) retains full power to: (a) Use, enjoy, and benefit from all trust property; (b) Buy, sell, or trade trust assets; (c) Add or remove property from the Trust; (d) Receive all income generated by trust assets; (e) Amend or revoke this Trust in whole or in part; (f) Direct investment decisions.

4.2 Revocability. This Trust is fully revocable during the Grantor's lifetime. The Grantor may amend or revoke this Trust at any time by written instrument delivered to the Trustee.

4.3 Tax Treatment. During the Grantor's lifetime, this Trust shall be treated as a "grantor trust" for federal income tax purposes. All trust income shall be reported on the Grantor's personal tax return using the Grantor's Social Security Number. No separate tax return is required during the Grantor's lifetime.

ARTICLE V — INCAPACITY PROVISIONS

5.1 Determination of Incapacity. The Grantor shall be deemed incapacitated if:

[ ] One licensed physician certifies in writing that the Grantor is unable to manage their financial affairs; OR

[ ] Two licensed physicians certify in writing; OR

[ ] A court of competent jurisdiction determines incapacity.

5.2 Successor Trustee's Authority. Upon the Grantor's incapacity, the Successor Trustee shall assume management of all trust assets and shall: (a) Pay the Grantor's living expenses, medical bills, and debts from trust assets; (b) Maintain the Grantor's standard of living; (c) File tax returns on behalf of the Trust; (d) Manage investments prudently; (e) Coordinate with any appointed guardian or agent under a Power of Attorney.

5.3 Restoration. If the Grantor regains capacity (as certified by [one / two] physician(s)), the Grantor shall resume serving as Trustee with all prior powers restored.

ARTICLE VI — DISTRIBUTION UPON DEATH

Upon the Grantor's death, the Successor Trustee shall:

6.1 Pay Final Expenses. Pay the Grantor's funeral expenses, outstanding debts, costs of last illness, and expenses of trust administration (including attorney and accountant fees).

6.2 Pay Taxes. Pay all applicable estate, inheritance, and income taxes.

6.3 Specific Distributions:

Item / Amount	Beneficiary	Relationship
[DESCRIBE — e.g., "family home at [ADDRESS]"]	[NAME]	[RELATIONSHIP]
$[AMOUNT]	[NAME]	[RELATIONSHIP]
[DESCRIBE ITEM]	[NAME]	[RELATIONSHIP]

6.4 Residuary Distribution. After paying expenses and making specific distributions, the Successor Trustee shall distribute the remaining trust assets ("Residuary") as follows:

[ ] Option A: Outright to one person

All to [NAME], [RELATIONSHIP].

[ ] Option B: Equal shares to multiple beneficiaries

Beneficiary	Share	Relationship
[NAME]	[__]%	[RELATIONSHIP]
[NAME]	[__]%	[RELATIONSHIP]
[NAME]	[__]%	[RELATIONSHIP]

[ ] Option C: To spouse, then children

All to my spouse [NAME]. If my spouse predeceases me, in equal shares to my then-living children, per stirpes.

6.5 Contingent Beneficiaries. If a named beneficiary does not survive the Grantor by [30 / 60] days, that beneficiary's share shall [pass to their descendants per stirpes / pass to the remaining beneficiaries proportionally / pass to [ALTERNATE]].

ARTICLE VII — MINOR BENEFICIARIES

7.1 If any beneficiary is under the age of [18 / 21 / 25] at the time of distribution, their share shall be held in a separate sub-trust until they reach the specified age.

7.2 Sub-Trust Terms: (a) The Trustee may distribute income and principal for the beneficiary's health, education, maintenance, and support; (b) Upon reaching age [__], the beneficiary shall receive their full share outright; (c) Staged distributions (optional): [1/3 at age 25, 1/2 of remainder at age 30, balance at age 35]

7.3 If the minor beneficiary dies before full distribution, the remaining trust assets shall pass to [CONTINGENT BENEFICIARY / beneficiary's estate / remaining beneficiaries].

ARTICLE VIII — TRUSTEE POWERS & DUTIES

8.1 General Powers. The Trustee shall have all powers necessary to manage trust assets, including: (a) Invest and reinvest trust assets using the prudent investor standard; (b) Buy, sell, lease, and manage real property; (c) Borrow money and grant liens on trust property; (d) Employ professionals (attorneys, accountants, financial advisors); (e) Distribute assets in cash or in kind; (f) Compromise claims and settle disputes; (g) Establish sub-trusts as required by this Agreement; (h) Make elections for tax purposes.

8.2 Trustee Compensation.

[ ] The Successor Trustee shall serve without compensation

[ ] The Successor Trustee shall receive reasonable compensation not to exceed [__]% of trust assets annually / $[AMOUNT] per year

8.3 Bond. The Successor Trustee shall serve without bond.

8.4 Accounting. The Successor Trustee shall provide an annual accounting to all current beneficiaries showing income, expenses, distributions, and asset values.

ARTICLE IX — IRREVOCABILITY UPON DEATH

Upon the Grantor's death, this Trust shall become irrevocable and may not be amended or revoked by any person.

ARTICLE X — SPENDTHRIFT PROVISION

No beneficiary may assign, pledge, or transfer their interest in this Trust, and no creditor of any beneficiary may reach or attach any interest before actual distribution. This provision shall be enforceable to the maximum extent permitted by applicable law.

ARTICLE XI — GOVERNING LAW

This Trust shall be governed by and construed in accordance with the laws of the State of [STATE].

ARTICLE XII — MISCELLANEOUS

(a) Severability. If any provision is unenforceable, remaining provisions continue in effect.

(b) Headings. Article headings are for convenience only and do not affect interpretation.

(c) Counterparts. This Agreement may be executed in counterparts.

(d) Entire Agreement. This Trust Agreement constitutes the entire trust arrangement and supersedes all prior agreements.

EXECUTION

IN WITNESS WHEREOF, the Grantor signs this Revocable Living Trust Agreement on the date first written above.

Grantor:

Signature: ____

Printed Name: [FULL LEGAL NAME]

Date: ____

Trustee Acceptance:

I accept the responsibilities of Trustee under this Trust Agreement.

Signature: ____

Printed Name: [FULL LEGAL NAME]

Date: ____

NOTARIZATION

State of [STATE] County of [COUNTY]

On [DATE], before me personally appeared [GRANTOR NAME], known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed it voluntarily.

Notary Public: ____

SCHEDULE A — TRUST PROPERTY

The following assets are hereby transferred to the Trustee to be held under this Trust:

Real Property:

[ ] [ADDRESS, legal description, county]

Bank Accounts:

[ ] [BANK NAME, account type, last 4 digits]

Investment Accounts:

[ ] [BROKERAGE, account type, last 4 digits]

Vehicles:

[ ] [YEAR MAKE MODEL, VIN]

Life Insurance (Trust as beneficiary):

[ ] [COMPANY, policy #, face value]

Business Interests:

[ ] [ENTITY NAME, ownership %]

Personal Property:

[ ] [DESCRIBE significant items]

(Attach additional pages as needed. Update Schedule A each time you add or remove assets.)

This Revocable Living Trust template is provided by ClearLegalTips.com for general informational purposes only. It does not constitute legal advice. Trust law varies by state, particularly regarding trust creation requirements, trustee duties, creditor protection, and tax implications. A trust must be properly funded (assets transferred into the trust's name) to be effective. For estates with significant assets, tax planning needs, or complex family situations, consult a licensed estate planning attorney.

Last updated: 2026