

SOUTH DAKOTA REVOCABLE LIVING TRUST OF

1. **GRANTOR.** This shall be known as the _____ Revocable Living Trust ("Trust") made on _____, is created by:

Grantor: _____

Mailing Address: _____

Hereinafter known as the "Grantor," agrees to fund this Trust with the assets and property located in the Property Attachment ("Residual Estate").

2. **MARITAL STATUS.** The Grantor is currently: (check one and initial)

- _____ - **Not Married.**

- _____ - **Married.** Spouse's Name: _____

3. **CHILDREN.** The Grantor has: (check one and initial)

- _____ - **No Children.**

- _____ - _____ **Children.** (named below)

1st Child's Name: _____ DOB: _____

2nd Child's Name: _____ DOB: _____

3rd Child's Name: _____ DOB: _____

4. **TRUSTEE.** The Grantor appoints the following individual(s) to act as the Trustee of this Trust:

Trustee(s): _____

Mailing Address: _____

Hereinafter known as the "Trustee."

5. **SUCCESSOR TRUSTEES.** Upon the death or incapacity of the individual(s) mentioned herein as a Trustee, the following shall be appointed:

Successor Trustee(s): _____

Mailing Address: _____

Hereinafter known as the "Successor Trustee" shall serve as the acting trustee of this Trust when the Trustee can no longer serve due to incapacity, death, resignation, removal, court order, or other reasons.

6. SUCCESSOR TRUSTEE'S BOND REQUIREMENT. For the Successor Trustee to be able to act on behalf of this Trust: (check one and initial)

- _____ - **No Bond is Required.** There shall be no bond or security requirement of any kind for the Successor Trustee. This waiver is intended to facilitate the administration and distribution of the Residual Estate and reduce costs and expenses.

- _____ - **Bond is Required.** There shall be a bond requirement for the Successor Trustee equal to the value of the Residual Estate prior to the management, administration, or distribution of its assets. Such value shall be determined at the time when the Successor Trustee is requested to act.

7. BENEFICIARIES. Upon the Grantor's death, the Residual Estate shall transfer to the following:

Beneficiary #1: _____
Share of Residual Estate: _____ %
Mailing Address: _____

Beneficiary #2: _____
Share of Residual Estate: _____ %
Mailing Address: _____

Beneficiary #3: _____
Share of Residual Estate: _____ %
Mailing Address: _____

Hereinafter known as the "Beneficiary" or "Beneficiaries."

8. SPECIFIC DISTRIBUTIONS. Upon the Grantor's death and separate from the Beneficiaries, the acting Trustee shall make: (check one and initial)

- _____ - **No Special Distributions.** There shall be no limitations, except for age purposes or otherwise written herein, to distributing the Residual Estate upon the death of the Grantor to the Beneficiaries.

- _____ - **Special Distributions.** (describe below)

9. **SPENDTHRIFT CLAUSE.** Upon the Grantor's death, the active Trustee shall distribute the Residual Estate to the Beneficiaries with: (check one and initial)

- _____ - **No Limitations.** There shall be no limitations, except for age purposes or otherwise written herein, to distributing the Residual Estate to the Beneficiaries upon the death of the Grantor.

- _____ - **Limitations.** The limitations are as follows: (describe below)

10. **POWERS OF THE TRUSTEE.** The Trustee, in addition to any other powers granted by the Grantor, shall have the following rights, powers, and authority to manage the following items transferred to this Trust: (check and initial all that apply)

- _____ - **Assets.** To maintain, purchase, sell, receive, hold, collect, invest, reinvest, or any other action related to an asset. An asset is considered non-real estate property that has monetary or sentimental value to the Grantor.

- _____ - **Bank Accounts.** To deposit, withdraw, write checks, make payments, or conduct any type of act related to bank or financial-related accounts.

- _____ - **Distributions.** To handle any and all payments, withdrawals, transfers, or other distribution types to Beneficiaries or bequests to a named person under the instructions of this Trust.

- _____ - **Gifts.** In their sole and absolute discretion, to make gifts of cash and property to such persons or entities with the purposes and objectives of this Trust.

- _____ - **Hire Consultants.** To hire consultants, contractors, or any other person for legal, financial, or other assistance.

- _____ - **Legally Binding Contracts.** To enter into contracts that include, but are not be limited to, business relationships or partnerships, creation or amendment of loans, mortgages, handling disputes, and any other legally binding agreement.

- _____ - **Loans to Beneficiaries.** To make loans to Beneficiaries mentioned in this Trust. Such decisions to make loans are the Trustee's sole decision.
- _____ - **Real Estate.** To maintain, purchase, sell, receive, hold, collect, invest, reinvest, or any other action related to real estate.
- _____ - **Safe-Deposit Box.** To have access at any time to any safe deposit box rented by the Trust or which any the Trust may have access to, wherever located, including drilling, if necessary, and to remove all or any part of the contents thereof.
- _____ - **Settle Claims.** To settle claims and handle all facets of an ongoing legal matter. Whether it is related to litigation, arbitration, mediation, or notice that is given regarding a current or potential lawsuit.
- _____ - **Taxes.** To complete and sign any local, state, and federal tax returns. This may include paying taxes and assessments due and receiving credits and refunds owed.
- _____ - **Other.** _____.

11. TRUST FOR MINORS. As part of this Trust, there is: (check one and initial)

- _____ - **No Trust for Minors.** No additional trust shall be created for any Beneficiary that is a minor or under 18 years old. If a Beneficiary is a minor at the time of the distribution of this Trust, the acting Trustee shall either:
 - a.) Continue Acting as a Trustee. The acting Trustee shall place the share of the minor Beneficiary's property in a separate trust and keep that share invested, and pay the income or capital as considered advisable for the maintenance, education, advancement, or benefit of the said minor Beneficiary; or
 - b.) Transfer to Parent or Guardian. The acting Trustee shall place the share of the minor Beneficiary's property to the parent, guardian, or custodian. This shall be subject to the terms and conditions contained in this Trust, and the receipt by such parent, guardian, and custodian shall discharge all duties and obligations of the acting Trustee.
- _____ - **Trust for Minors.** In the event of the Grantor's death and a Beneficiary is under 18 years of age, the acting Trustee shall establish a separate trust for said minor Beneficiary's portion of the Residual Estate. Their portion shall be invested, and the acting Trustee may distribute the

income or principal as deemed appropriate for the minor Beneficiary's support, education, and general welfare.

12. PREDECEASE. If any Beneficiary or recipient under this Trust should not survive the Grantor by more than 30 days, their portion of the Residual Estate shall transfer to: (check one and initial)

- _____ - **Other Beneficiaries (equally).** Shall transfer equally to the remaining Beneficiaries.

- _____ - **Heirs-at-Law (family).** Defined as individuals who are legally recognized to inherit a deceased person's estate in the absence of a will in accordance with Governing Law.

- _____ - **Other.** _____.

13. TRUSTEE'S COMPENSATION. Any acting Trustee serving hereunder shall be entitled to: (check one and initial)

- _____ - **No Compensation.** No acting Trustee shall be entitled to any compensation when acting on behalf of this Trust.

- _____ - **Compensation.** Any acting Trustee shall be paid a reasonable fee from the Trust's property based on the amount of time expended by such Trustee carrying out their duties as instructed in this Trust. The compensation shall be consistent with the prevailing rates for similar services rendered by a Trustee in the jurisdiction of the Trust and shall be payable from the trust property without the necessity of obtaining approval from any court or Beneficiary.

14. TRUST FOR PETS. As part of this Trust, the Grantor has decided that there shall be: (check one and initial)

- _____ - **No Pet Trust.** There shall be no monies, assets, or property assigned to any individual for the care or support of any pets owned or not owned by the Grantor.

- _____ - **Pet Trust Created.** The Grantor shall create a pet trust for the care and support of their pets under the following terms:

- a.) Pet Trustee. _____, of _____.
- b.) Pet Description. _____.
- c.) Pet Support. \$_____ shall be made available to the Pet Trustee at the time of the Grantor's incapacitation or death.

- d.) Use of Pet Support. The Pet Trustee shall be responsible for the lifetime care of the pets described herein. The Pet Support shall solely be used for the support, caretaking, and guardianship of the pets. If, for any reason, the pets shall no longer be under the care of the Pet Trustee, any funds remaining of Pet Support shall be returned to the Trust.
- e.) Right to Recover Pets. If the Grantor should be incapacitated or disabled for a temporary period and makes a full recovery, they shall be able to repossess their pets and the remaining amount of the Pet Support.
- f.) Responsibilities. The main purpose of the Pet Trust is to designate a Pet Trustee to provide for the care, health, maintenance, welfare, and support of the pets while maintaining a loving environment for the pets.
- g.) 3rd Party Enforcement. A Beneficiary has the right to enforce any provision of this Pet Trust including, but not limited to, the Pet Trustee providing an adequate home for the pets and an accounting of the Pet Support. Such enforcement may occur on an annual basis and without a court order.
- h.) Revocation. If any provision is being violated, such as the care of the pets not being sufficient or the Pet Support not being used in the manner as intended, a Beneficiary can revoke this Pet Trust under the condition that such Beneficiary agrees to find a home, either with themselves or a 3rd party, for the pets. Under such revocation, any remaining amount of the Pet Support shall be returned to the Trust.
- i.) Termination. This Pet Trust shall terminate upon the death of the last pet. If any remaining amount of the Pet Support exists, it shall be returned to the Trust.

15. GRANTOR PROVISIONS.

- a.) Payments During the Grantor's Life. During the lifetime of the Grantor, the Trustee shall pay all of the net income and capital gains of the Trust, including additional sums from principal amounts that the Grantor may request, to the benefit of the Grantor or any person, vendor, or 3rd party they choose.
- b.) Grantor as Trustee. If at any time the Grantor is the Trustee, the Grantor may amend or revoke this Trust in any manner legal under law.
- c.) Primary Residence. The Grantor shall retain the perpetual right to use, occupy, and establish any real property conveyed into this Trust as their primary domicile for the duration of their lifetimes. This provision is crafted to preserve the Grantor's essential beneficial interest and right of occupancy in the said property. The intent is to maintain a form of ownership equivalent to 'equitable title,' enabling qualification for any

- residential benefits or protections provided under applicable laws, regardless of the presence of a specific homestead exemption.
- d.) Changing the Amount. The Grantor can change the amount of distributions received at any time, by providing written notice to the Trustee. Any excess income, capital gain, or other monies received shall be added to the principal at the discretion of the Trustee.
 - e.) Grantor's Incapacitation. If, at any time, the Grantor is considered incapacitated, the Trustee may pay to or for the benefit of the Grantor such amounts of income and principal as the Trustee believes is in the Grantor's best interest. Such a decision is at the Trustee's sole discretion and is required for the Grantor's support, accustomed standard of living, and any discretionary amounts.
 - f.) "Incapacitation" Defined. Under this Trust, incapacitation is defined as the Grantor no longer having the cognitive ability to make or manage their own affairs while showing signs of memory loss and an inability to make their own decisions. If the Grantor's incapacitation is questioned by a 3rd party or an individual mentioned in this Trust, such incapacitation must be verified by two independent licensed medical physicians.
 - g.) Death. Upon the death of the Grantor, the property mentioned in this Trust shall be distributed to its Beneficiaries.

16. RIGHTS OF BENEFICIARIES.

- a.) Failure to Perform Duties. If a Trustee or Successor Trustee resigns or fails to perform their responsibilities under this Trust, the Beneficiaries shall have the right, with majority support, to appoint such positions and replace them under this Trust. Such appointment must be approved via court order with the newly appointed Trustee or Successor Trustee to have the same responsibilities as the original position.
- b.) Trust Property. The Beneficiaries mentioned shall be equally entitled to the assets and property mentioned in the Property Attachment minus any specific bequests, gifts, debts, taxes, expenses, or any other deductions made by the Grantor. In addition, property that is placed in the ownership of this Trust shall be considered part of this Trust and made part of the Residual Estate.
- c.) Accounting. The Beneficiaries shall have the right to audit and demand accounting records for the Trust. Such records shall be made on a quarterly basis and distributed by the Trustee to the Beneficiaries upon request.

17. ADDITIONAL TRUST PROVISIONS.

- a.) Distributions. Any distributions made, either generally to the Beneficiaries or by specific distributions, shall be fulfilled after

- payments are made related to the Grantor's debts, funeral expenses, medical bills, and any other monies owed by their estate.
- b.) Revived from Incapacitation. If any Trustee or Grantor is revived and no longer considered incapacitated, they shall resume their position and role in this Trust. Upon their death, the Successor Trustee shall take over management of the Trust and distribute its assets in accordance with its instructions.
 - c.) Funding the Trust. The Grantor agrees to transfer, assign, convey, and deliver to the Trustee the property described in the Property Attachment and made a part hereof. Such property shall constitute the Residual Estate to be held "in trust" and to be managed in accordance with this Trust. Transferring property to this Trust is not limited to the Grantor and can be received by any 3rd party individual or entity.
 - d.) Management of Trust. Unless otherwise stated, the Trustee shall have the powers outlined in this Trust to manage and distribute the Trust assets for the benefit of the Grantor. If more than one Trustee is mentioned, they shall act jointly and severally as the Trustees of this Trust. The Trustees shall be obligated to act in the Grantor's best interest, which takes precedence over the interests of the Beneficiaries.
 - e.) Reimbursement. A Trustee is entitled to be reimbursed for any out-of-pocket expenses that are paid on a personal basis while acting on behalf or by the management of this Trust.
 - f.) Tax Identification. For tax purposes, this Trust shall be identified by the Grantor's Social Security Number during their lifetime. Upon their death, the acting Trustee shall apply for a tax identification number from the Internal Revenue Service.
 - g.) Purpose of Trust. The Grantor has established this Trust of their own free will with its primary purpose to benefit of the individuals named herein.
 - h.) Successor Trustees. If more than one Successor Trustee is chosen, they must act jointly when making decisions on behalf of this Trust. If any disagreement arises amongst the Successor Trustees, they must follow Governing Law as a resolution to the dispute.
 - i.) Termination of Trust. This Trust shall terminate upon all property from the Residual Estate being distributed as instructed under this Trust.

18. REVOCATION. During the Grantor's lifetime, and while not under any disability or incapacitation, the Grantor may revoke or amend this Trust by written notice at any time. Such notice must be delivered to the Trustee. After receipt, the Trustee is obligated to adjust their actions in accordance with the notice.

19. GOVERNING LAW. This Trust shall be construed in accordance with the laws located in the State of South Dakota.

20. SEVERABILITY. If any provision of this Trust, or the application of any such provision to any person or circumstance, shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Trust, or the application of such provision to persons or circumstances other than those as to which it is determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Trust shall be valid and enforceable to the fullest extent permitted by Governing Law.

IN WITNESS WHEREOF, the Grantor has executed this Trust as of the undersigned date and in the presence of the following notary public, who have signed their names below at the request of the Grantor in in the presence of each other.

Grantor's Signature: _____ **Date:** _____
Print Name: _____

SELF-PROVING AFFIDAVIT FOR A REVOCABLE TRUST

State of _____ }
County of _____ }

1. Grantor's Statement. I, being duly sworn, declare under oath that I am the Grantor of this Trust. I am a legal adult, a resident of the State of _____ and have the legal capacity to make this affidavit.

- a.) Acknowledgment of Trust Document. I affirm that the attached document is the original trust document or a true and correct copy of this Trust.
- b.) Execution of Trust Document: I declare that this Trust was duly executed on the date indicated therein, in compliance with State law.
- c.) Purpose of Affidavit: This affidavit is made to affirm the validity of this Trust.

Grantor's Signature: _____ Date: _____
Print Name: _____

2. Witness Attestation. We, the Witnesses signed herein, hereby attest that Trustor, known to us, personally appeared before us and acknowledged that they freely and voluntarily executed this Trust document. We affirm that the Trustor appeared to be of sound mind and not under duress or undue influence. This document was signed by the Trustor in our presence, and we, in turn, at the Trustor's request, and in the presence of each other, have subscribed our names as witnesses on this herein date.

Witness's Signature: _____ Date: _____
Print Name: _____

Witness's Signature: _____ Date: _____
Print Name: _____

3. Notary Acknowledgment.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

SUBSCRIBED AND SWORN TO before me, a Notary Public, this ____ day of _____, 20____.

Notary Public: _____
Print Name: _____
My commission expires: _____

PROPERTY ATTACHMENT

The Grantor agrees to convey, transfer, or assign the following assets and property to be managed under the aforementioned terms of this Trust: (describe below)