

IRREVOCABLE TRUST AGREEMENT

Grantor: _____

Trustee: _____

Trust Name: _____

ARTICLE I – ESTABLISHMENT OF TRUST

The Grantor hereby irrevocably transfers and delivers to the Trustee, IN TRUST, all property described in the Schedule A attached hereto and incorporated herein, to be held, administered, and distributed in accordance with the terms of this Agreement.

ARTICLE II – IDENTIFICATION OF PARTIES

Grantor: The person creating this Trust and transferring assets hereto. Trustee: The person or entity accepting the Trust assets and responsible for administration thereof.

ARTICLE III – TRUST PROPERTY

The property subject to this Trust shall be all property transferred to the Trustee by the Grantor, and any other property that may be added to the Trust by the Grantor or any other person pursuant to the terms of this Agreement.

ARTICLE IV – TRUST PURPOSE

The primary purpose of this Trust is to provide for the management, preservation, and distribution of the Trust property for the benefit of the beneficiaries named herein in a manner consistent with the Grantor's intentions and the terms set forth in this Agreement.

ARTICLE V – TRUSTEE POWERS AND DUTIES

The Trustee shall have all powers conferred by law and as set forth herein, including but not limited to: managing and investing Trust assets, making distributions to beneficiaries, executing documents, and all incidental powers necessary for proper administration of the Trust. The Trustee shall act in good faith, with due care, loyalty, and impartiality.

ARTICLE VI – BENEFICIARIES

The beneficiaries of this Trust shall be as listed in Schedule B attached hereto. The Trustee shall hold, manage, and distribute Trust property exclusively for the benefit of such beneficiaries according to the terms herein.

ARTICLE VII – DISTRIBUTIONS

Distributions to beneficiaries shall be made at the Trustee's discretion or as otherwise provided in this Agreement. The Trustee may distribute income and/or principal in accordance with the terms and conditions established by the Grantor.

ARTICLE VIII – IRREVOCABILITY

This Trust is irrevocable. The Grantor relinquishes all rights, title, and interest in the Trust property except as expressly reserved herein. The Trust may not be amended, revoked, or terminated by the Grantor.

ARTICLE IX – TRUSTEE COMPENSATION

The Trustee shall be entitled to reasonable compensation for services rendered as Trustee, as agreed upon in writing or pursuant to applicable law.

ARTICLE X – TRUSTEE SUCCESSION

In the event of the resignation, incapacity, or removal of the Trustee, a successor Trustee shall be appointed as provided

herein or pursuant to applicable law.

ARTICLE XI – ACCOUNTING AND REPORTING

The Trustee shall keep accurate records of all Trust transactions and shall provide beneficiaries with periodic accountings as required by law or requested in writing.

ARTICLE XII – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

ARTICLE XIII – SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

ARTICLE XIV – ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the Trust and supersedes all prior agreements and understandings, whether written or oral.

ARTICLE XV – NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and deemed duly given when delivered personally, sent by certified mail, or by nationally recognized overnight courier to the addresses set forth herein or such other addresses as may be designated.

ARTICLE XVI – INDEMNIFICATION

The Trustee shall be indemnified and held harmless by the Trust estate against any and all liabilities, costs, and expenses arising out of the proper administration of the Trust, except those resulting from Trustee's gross negligence or willful misconduct.

ARTICLE XVII – AMENDMENT AND TERMINATION

Given the irrevocable nature of this Trust, no amendment or termination shall be effective without compliance with applicable law and the express written consent of all beneficiaries and parties with an interest herein, except as otherwise provided.

ARTICLE XVIII – COUNTERPARTS AND EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE XIX – CERTIFICATION

By execution below, the parties certify their understanding and agreement to all terms contained herein.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Irrevocable Trust Agreement as of the date first written above.

GRANTOR'S SIGNATURE

Signature: _____

TRUSTEE'S SIGNATURE

Signature: _____

Original source of this document:

<https://docs-finance.com/irrevocable-trust-template/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-finance.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.