Last Will and Testament

1. Declaration and identification

LAST WILL AND TESTAMENT OF [Your full legal name: _____]

1.1 Declaration. I, **[Your full legal name: _____]** (the "**Testator**", "**I**", "**me**" or "**my**"), also known as [Other names you use: _____], of [Your address: _____], domiciled in [Your county: _____], State of [Your state of domicile: _____] (the "**Governing State**"), declare this document to be my last will and testament (this "**Will**").

1.2 Age and capacity. I am at least 18 years old and of sound mind. I understand that this document disposes of my property at my death, I know the general nature and extent of my property, and I know the family members and others who would naturally be considered when I make a will.

1.3 Free act. I make this Will voluntarily. No one has forced, threatened or deceived me into making it, and I am not acting under undue influence.

1.4 When this Will takes effect. This Will has no effect on ownership of my property while I live. I may revoke or change it at any time while I have capacity, in the manner the law requires.

2. Revocation of earlier wills

2.1 Revocation. I revoke every will and codicil that I made before signing this Will, whether the earlier document is signed, witnessed, handwritten or kept in electronic form.

2.2 Not revoked. Section 2.1 does not revoke a beneficiary designation, a trust created during my life, a power of attorney, a health care directive or an ownership agreement. Each of those documents continues under its own terms.

2.3 Documents outside this country. If I have signed a separate will that states that it covers only property located outside the United States, Section 2.1 does not revoke that will as to that property. The foreign will concerned, if any, is: [Separate foreign will to keep: _____].

3. Family

3.1 Marital status. My marital status when I sign this Will is: [Marital status: _____]. The name of my spouse or legally registered domestic partner, if any, is **[Name of spouse or registered partner: _____]** (my "**Spouse**").

3.2 Children. My living children, with their birth dates and other parent, are: [Children, birth dates and other parent: _____].

3.3 Children who died before me. My children who have already died, and the names of their living descendants, are: [Children who died before you: _____].

3.4 Later children. A child who is born to me or whom I legally adopt after I sign this Will is my child under this Will and shares in every gift made to "my children" or "my descendants" on the same terms as a child named above. I have chosen to provide for later children in this way and in no other way, unless a later will or codicil says otherwise.

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3.5 Stepchildren and others. A stepchild or foster child whom I have not legally adopted is not my child under this Will. I may still name that person in a gift. The people I wish to treat as my children although I have not adopted them are: [Others treated as children: _____].

3.6 Family statements. A mistake in a name, date or relationship in this Section does not defeat a gift if the person I mean can be identified.

4. Definitions and survivorship

4.1 Executor. "**Executor**" means the person who is appointed to administer my estate, and includes a personal representative, an administrator with will annexed and any successor.

4.2 Survival. A person survives me only if the person is living at the end of [Survival period: _____] after my death. A person who does not is treated as having died before me. This Section replaces any shorter or longer survival period that a statute would otherwise apply to a gift under this Will, to the extent the law allows. It applies to an individual and not to an entity.

4.3 Descendants. "**Descendants**" means a person's children, grandchildren and later generations, including those legally adopted before age 18, those born to parents who were not married to each other where the law recognizes parentage, and those conceived before my death and born alive afterward.

4.4 By representation (per stirpes). Where this Will gives property to a person's Descendants "**by representation**", the property is divided into equal shares, one for each living child of that person and one for each deceased child of that person who has living Descendants. Each deceased child's share passes to that child's Descendants in the same way. The division starts at the generation of the named person's children even if no child is living.

4.5 Alternates come first. Where this Will names an alternate recipient for a gift, the alternate takes if the first recipient does not survive me. Where it names no alternate and says the gift lapses, the gift becomes part of my Residuary Estate. I intend these words to replace any antilapse statute.

4.6 Simultaneous deaths. If my Spouse and I die in circumstances in which my Spouse does not survive me under Section 4.2, my property passes as if my Spouse had died before me.

4.7 Code. "**Code**" means the Internal Revenue Code as it stands at my death, including any later law that replaces it.

5. Property this will covers

5.1 Property covered. Except as Section 5.2 states, this Will disposes of all property that I own at my death and have power to dispose of by will, of every kind and wherever located, including property I acquire after signing.

5.2 Property that passes outside this Will. This Will does not control property that passes by contract, title or law to someone else. Examples are property held with a right of survivorship, accounts with a payable-on-death or transfer-on-death designation, life insurance and retirement benefits with a valid designated beneficiary, property in a trust, and rights that a law gives a spouse or child.

5.3 Benefits payable to my estate. If a benefit becomes payable to my estate because no beneficiary survives, the benefit becomes part of the property disposed of by this Will, subject to the terms of the plan or policy.

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5.4 Community and marital property. If I own community property or other property in which my Spouse has a vested share, I dispose of only the share that I own. I do not attempt to dispose of my Spouse's share.

5.5 Homestead. A gift of a homestead passes only to the extent that the law of the place where the homestead lies lets me give it by will. If the law restricts the gift, the restricted interest passes as that law directs, and the rest of this Will remains in effect.

5.6 Powers of appointment. I do not exercise a power of appointment by this Will unless I refer to that power by name. The powers that I exercise, and the people to whom I appoint the property, are: [Powers of appointment exercised: _____].

6. Appointment of executor

6.1 Appointment. I appoint **[Executor: _____]**, of [Executor address: _____], as Executor of this Will.

6.2 First alternate. If [Executor: _____] does not survive me, does not qualify, declines or stops serving, I appoint **[First alternate executor: _____]**, of [First alternate executor address: _____].

6.3 Second alternate. If neither person above can serve, I appoint **[Second alternate executor: _____]**.

6.4 Vacancy. If no named person serves, the adult beneficiaries entitled to more than half of my Residuary Estate by value may nominate an Executor for appointment by the court, subject to the priorities the law sets.

6.5 Qualification. An Executor must meet the qualification rules of the place of probate, including any limit on nonresidents. If a named person does not qualify there, the next person named serves.

6.6 Property in other states. My Executor may serve as ancillary representative for property in another state. If my Executor cannot or will not do so, my Executor may nominate a qualified person or institution for that limited role.

6.7 Acceptance and resignation. Being named imposes no duty to serve. An Executor who has accepted may resign with the notice and accounting that the court or the law requires.

7. No bond and independent administration

7.1 No bond. To the extent the law allows, no Executor, ancillary representative, Trustee or custodian named in or appointed under this Will must give bond, surety or other security in any place. If a court requires bond despite this direction, I ask that the amount be the lowest the law permits. The cost is an expense of my estate or of the trust concerned.

7.2 Independent administration. I direct that my estate be settled without court supervision to the fullest extent that the law of the place of probate allows, whether that law calls it independent, informal, unsupervised or nonintervention administration. Where the law of Texas governs the administration, I appoint my Executor as independent executor, and I direct that no action be had in the court in relation to the settlement of my estate other than the probating and recording of this Will and the return of any inventory, appraisement and list of claims that the law requires, or an affidavit in place of it.

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7.3 Records and reports. A reduction in court supervision does not remove a duty to keep records, give notices, file required returns or report to beneficiaries. My Executor must keep a written record of receipts, payments and distributions and must give a beneficiary of my Residuary Estate a copy on reasonable written request.

8. Executor powers

8.1 General powers. My Executor has every power that the law of the place of administration gives an executor or personal representative, and the powers in this Section, without prior court approval except where the law requires it. Each power must be used in a fiduciary capacity.

8.2 Property. My Executor may collect, hold, insure, repair, manage, lease, sell at public or private sale, exchange, mortgage or abandon any property, for a term that may extend beyond the administration. A power of sale does not override a specific gift unless the sale is needed to pay a lawful obligation or the recipient agrees in writing.

8.3 Investments and accounts. My Executor may keep an asset that I owned, open and close accounts, invest cash prudently, vote securities and hold securities in a nominee name with adequate records.

8.4 Claims. My Executor may pay, contest, compromise, release, arbitrate or sue on a claim by or against my estate.

8.5 Borrowing. My Executor may borrow on reasonable terms and pledge estate property as security. A loan from the Executor personally must be on terms no less fair to my estate than an unrelated lender would offer, and must be disclosed in writing to the residuary beneficiaries.

8.6 Advisers. My Executor may hire attorneys, accountants, appraisers, brokers and other advisers at reasonable cost and may delegate tasks with reasonable care in selection, instruction and review.

8.7 Distributions. My Executor may make partial distributions, distribute in cash or in kind, and allot different assets to different beneficiaries at fair value on the date of distribution. My Executor need not give each person a share of each asset.

8.8 Tax elections. My Executor may prepare returns, choose valuation dates, make or decline elections and join in returns with my Spouse. Any adjustment between beneficiaries because of an election is at my Executor's reasonable and impartial discretion, unless the law requires it.

8.9 Environmental and hazardous property. My Executor may inspect property for hazardous conditions, take legally required action and decline to accept property that would expose my estate to loss, subject to the law on disclaimer and abandonment.

8.10 Conflicts of interest. My Executor may not buy estate property, or sell property to the estate, unless the court approves the transaction or each affected beneficiary with capacity consents in writing after full disclosure.

9. Compensation, expenses and successors

9.1 Compensation. My Executor is entitled to: [Executor compensation: _____]. An Executor may waive compensation in writing. If the amount in this Section conflicts with a limit that applies by law, the limit applies.

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9.2 Expenses. My estate must repay each Executor's reasonable and documented expenses of administration, including travel, postage, insurance, storage, filing fees and professional fees.

9.3 Professional Executor. An Executor who is an attorney, accountant or other professional may charge for professional services actually provided, in addition to service as Executor, only as the law allows and only with disclosure to the residuary beneficiaries.

9.4 Co-Executors. If two or more Executors serve, they act by majority, or together if there are two, except that one may act alone to preserve property in an emergency or where the others delegate a task in writing. They share compensation in proportion to the work that each performs.

9.5 Successor acts. A successor Executor has all powers of the original Executor. A successor need not examine the acts of an earlier Executor unless the successor knows facts that require it or a residuary beneficiary asks in writing, and is not liable for an earlier Executor's conduct.

10. Guardian for minor children

10.1 Appointment. If I die while I have a minor child and no living parent of that child has the legal right and ability to care for the child, I appoint **[Guardian for minor children: _____]**, of [Guardian address: _____], as guardian of the child's person and, where the law requires a guardian of property, as guardian of the child's property.

10.2 Alternate. If [Guardian for minor children: _____] does not serve, I appoint **[Alternate guardian: _____]**, of [Alternate guardian address: _____].

10.3 Other parent. This appointment does not limit the rights of a surviving parent. It takes effect only as the law and the court allow.

10.4 My wishes. I ask the guardian and the court to consider these wishes: [Wishes for upbringing: _____]. These are wishes and not conditions of the appointment.

10.5 Keep siblings together. I ask that my minor children live together unless a child's welfare requires otherwise.

10.6 Property. Property that this Will gives to a minor is to be held under Section 21, and not by a guardian, where the law allows.

10.7 Couples. If I name two people who are a couple, and only one is able to serve or they no longer live together at my death, the first person named serves alone.

11. Funeral and remains wishes

11.1 Wishes. I would like the following arrangements for my remains and memorial: [Funeral wishes: _____].

11.2 Person in charge. I ask that **[Person in charge of remains: _____]** make these arrangements. If the law requires a separate signed document to appoint that person, the separate document controls.

11.3 Cost. My Executor may pay reasonable funeral, burial, cremation, memorial and marker costs from my estate, subject to any limit the law places on those costs.

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11.4 Donation. A donation of organs or tissue under a donor card, registry or other valid document takes priority over an arrangement in this Section that would prevent it.

11.5 Acts before probate. A person who acts in good faith on these wishes before this Will is admitted to probate is not responsible to my estate only because the Will was not yet admitted.

12. Debts and expenses

12.1 Payment. My Executor must pay from my Residuary Estate, in the order that the law sets: enforceable debts properly presented, expenses of my last illness, the costs in Section 11.3, and expenses of administration.

12.2 No duty to pay early. This Section does not revive a debt that a limitation or claim period bars and does not require payment of a debt before it is due. It does not give a creditor more rights than the law gives.

12.3 Secured property. A gift of property passes subject to any mortgage, lien or security interest on it at my death, and the recipient takes responsibility for it, unless the gift says in express words that the debt is to be paid from my Residuary Estate.

12.4 Other liabilities. My Executor may continue, refinance or settle a lease, guaranty or installment obligation of mine where that benefits my estate.

12.5 Exempt property. This Section does not make property available to creditors if the law exempts that property from their claims, or if it passes to someone else by contract or title.

12.6 If assets are not enough. If my Residuary Estate cannot pay all lawful obligations, gifts are reduced in the order set by law, except that the following gifts are to be reduced last within the group to which they belong: [Gifts to protect from reduction: _____].

13. Death taxes

13.1 Taxes on probate property. Estate, inheritance and similar death taxes due because of my death on property that passes under this Will are to be paid from my Residuary Estate, without apportionment among the specific and cash gifts, except as Sections 13.2 and 13.3 state.

13.2 Taxes on other property. To the extent the law allows, a recipient of property outside this Will bears the share of death taxes attributable to that property. My Executor may recover that share but is not required to do so where the cost of recovery is out of proportion to the amount.

13.3 Deductible gifts. A gift that qualifies for a marital or charitable deduction is not to bear a death tax that its deduction prevents, to the extent other property is available.

13.4 Elections for my Spouse. My Executor may elect to pass my unused federal exclusion amount to my surviving Spouse by filing the required return, even if no return is otherwise due. My Spouse may ask in writing for that filing. If my estate would not otherwise file a return and the election does not benefit the other beneficiaries, my Spouse bears the cost unless my Executor decides otherwise.

13.5 Income and gift tax. My Executor may file any final income tax return and gift tax return and may allocate any exemption that is mine to allocate, in a manner that my Executor reasonably considers fair.

13.6 Interest and penalties. Interest and penalties on a tax follow the tax unless the fault of a person

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makes it fair to charge that person.

14. Tangible personal property

14.1 Definition. "**Tangible Property**" means my furniture, household goods, clothing, jewelry, art, books, collections, tools, vehicles, sports equipment and other items of personal use, with insurance on them. It does not include cash, coins or bullion held for investment, documents of title, or property used in a trade or business.

14.2 Personal property memorandum. I may leave a written list, signed by me, that describes items of Tangible Property and the people to receive them (the "**Memorandum**"). Where the law of the Governing State gives effect to such a list, my Executor must follow it, whether I sign it before or after this Will. Where that law does not, the Memorandum is a request, and I ask those who receive my Tangible Property to follow it. If I leave more than one Memorandum, the latest controls where they conflict. The Memorandum does not dispose of money, a coin collection or property used in a trade or business where the law excludes it; I may give such an item in Section 15.

14.3 Remaining Tangible Property. I give the Tangible Property that no Memorandum validly disposes of to **[Recipient of remaining personal items: _____]**. If that person does not survive me, I give it to **[Alternate for personal items: _____]** in shares of nearly equal value as they agree.

14.4 If there is no agreement. If the recipients do not agree within [Days to agree: _____] after my Executor's written request, my Executor divides the items, by choice in rotation or by sale and division of the proceeds, and that decision is final if made in good faith.

14.5 Storage and delivery. My Executor may pay reasonable cost of packing, insuring and delivering an item to its recipient as an expense of administration.

14.6 Items for minors. My Executor may deliver an item to the person who has care of a minor, or keep or sell it for the minor's benefit.

14.7 No Memorandum found. If my Executor finds no Memorandum within 60 days after appointment, my Executor may act as if none exists and is not liable for a later discovery, but a recipient of an item may have a claim to return of it as the law allows.

15. Specific gifts

15.1 Gifts. I make the following specific gifts. Each gift lists the item, the recipient and the alternate: [Specific gifts with recipients and alternates: _____].

15.2 Lapse. If neither the recipient nor any alternate survives me, the gift lapses and becomes part of my Residuary Estate.

15.3 Item sold or lost. If I do not own an item at my death, its recipient gets no substitute from my estate, except that a right the law gives to unpaid proceeds, insurance or a replacement remains.

15.4 Condition. Each recipient takes the item as it is at my death. My Executor gives no warranty.

15.5 Securities. A gift of securities includes additional or substituted shares that I hold because of a split, merger or reorganization after I sign this Will, to the extent the law allows.

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15.6 Income and expenses. A recipient has the income from the item, and bears its ordinary expenses, from the date of my death.

16. Cash gifts

16.1 Gifts. I make the following cash gifts. Each gift lists the amount, the recipient and the alternate: [Cash gifts with recipients and alternates: _____].

16.2 Lapse. If neither the recipient nor any alternate survives me, the gift lapses and becomes part of my Residuary Estate.

16.3 Payment. My Executor may pay a cash gift in cash or, with the recipient's written agreement, in property of equal value at the date of delivery.

16.4 Interest. A cash gift carries interest only if the law requires it and from the date the law sets.

16.5 Reduction. If cash is not sufficient for every cash gift after lawful obligations are paid, the gifts are reduced in proportion to their amounts, subject to Section 12.6.

17. Real estate

17.1 Gift. I give my interest in the real estate at [Real estate address: _____] to **[Recipient of real estate: _____]**. If that person does not survive me, I give it to **[Alternate for real estate: _____]**. If neither survives me, the gift lapses and becomes part of my Residuary Estate.

17.2 What the gift includes. The gift includes buildings, fixtures, easements and insurance claims for damage that is not repaired at my death. It does not include furniture or other Tangible Property.

17.3 Debt on the property. Unless my choice below states in express words that the mortgage balance is to be paid from my Residuary Estate, the recipient takes the property subject to every mortgage and lien under Section 12.3. In either case the recipient takes it subject to property taxes and assessments. My choice for the mortgage balance is: [Mortgage choice: _____].

17.4 Expenses until transfer. From the date of my death, the recipient bears property taxes, insurance and ordinary upkeep, unless my Executor occupies or rents the property for the estate.

17.5 Homestead and joint title. Sections 5.2, 5.4 and 5.5 apply. A gift of a homestead does not defeat a spouse's or minor child's right.

17.6 Deed. My Executor may sign and record a deed or other document that shows the transfer.

18. Charitable gifts

18.1 Gifts. I give the following to charity. Each gift lists the organization's legal name, its address, the amount or item, and any purpose: [Charitable gifts: _____].

18.2 Qualified recipients. A charitable gift is made only to an organization that is described in Code sections 170(c) and 2055(a) when the gift takes effect.

18.3 Changed organization. If a named organization has merged, changed its name or ceased to exist, or is not qualified, my Executor must pay the gift to its qualified successor or, if none exists, to a qualified organization with the nearest purpose.

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18.4 Purpose. A stated purpose is a preference and not a condition, unless I write "only for" before it. A receipt from an officer of the organization discharges my Executor.

19. Residuary estate

19.1 Residuary Estate. My "**Residuary Estate**" is all property covered by Section 5.1 that remains after the payments and gifts above, including any gift that lapses or fails.

Drafting choice (keep one option and delete the other and this line before signing)

19.2 Option A: spouse first, then descendants. I give my Residuary Estate to my Spouse if my Spouse survives me. If my Spouse does not survive me, I give it to my Descendants who survive me, by representation, subject to Section 21.

19.2 Option B: named shares. I give my Residuary Estate in the following shares, which total 100%: [Residuary shares and alternates (Option B): _____]. If a recipient who is an individual does not survive me, that share passes to the alternate stated for it. If no alternate is stated, the share passes to that recipient's Descendants who survive me, by representation, if any, and if none, in proportion to the other recipients.

19.3 Shares for minors and others. Section 21 applies to a share for a person below the age stated there. Section 23 applies to a share for a person with a disability.

19.4 No partial intestacy. I intend this Will to dispose of all of my property that a will can control.

20. Last alternate beneficiaries

20.1 Last alternate. If no one named in Section 19 takes any part of my Residuary Estate, or if an interest in a trust under this Will has no beneficiary, I give that property to: [Last alternate beneficiaries: _____].

20.2 Heirs. If no one named in Section 20.1 takes, the property passes to the people, other than creditors, who would inherit from me under the law of intestate succession of the Governing State, as if I had died at that time, unmarried and domiciled there. The shares are those the law fixes.

20.3 Exclusion. Section 20.2 does not benefit a person named in Section 27.

21. Trusts and custodians for young beneficiaries

21.1 When this Section applies. If a person who takes under this Will (a "**Young Beneficiary**") is under the age of [Age that ends the trust: _____] when a share becomes distributable, the share is to be held under this Section, except that my Executor may deliver it under Section 21.6 or 21.7.

21.2 Trust. Unless Section 21.6 or 21.7 applies, I give the share to the Trustee named in Section 22, in a separate trust for that Young Beneficiary.

21.3 Use of income and principal. The Trustee may spend as much income and principal as the Trustee reasonably considers needed for the Young Beneficiary's health, education, maintenance and support, and must add unspent income to principal. The Trustee must consider other resources known to the Trustee. The Trustee may pay for school, vocational training, college, a first home deposit or the start of a business if it suits the Young Beneficiary's maturity.

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21.4 Distribution. The Trustee must pay one half of the principal when the Young Beneficiary reaches [Age for first half: _____], if that is younger than the age in Section 21.1, and the rest at the age in Section 21.1. The Trustee may hold back a payment during a period of serious incapacity, addiction, divorce or creditor action that threatens the Young Beneficiary's interests, and must review the hold at least once each year.

21.5 Death. If a Young Beneficiary dies before full distribution, the rest passes to the Young Beneficiary's Descendants by representation, or if there are none, to the Young Beneficiary's brothers and sisters who descend from me, or if there are none, to my Descendants by representation, or if there are none, under Section 20.

21.6 Custodian. My Executor or Trustee may distribute a share to **[Custodian for young beneficiary: _____]** as custodian for the Young Beneficiary under the Uniform Transfers to Minors Act of a state that applies. If that person does not act, the Executor or Trustee may name another adult or a trust company as custodian.

21.7 Small shares. My Executor or Trustee may pay a share with a value below [Small share limit: _____] to a guardian of the property, the custodian, an account under Code section 529 or, if the Young Beneficiary is an adult, to that person directly.

21.8 Ending a small trust. The Trustee may end a trust that has become uneconomic by distributing it for the Young Beneficiary under Section 21.6 or 21.7.

21.9 Perpetuities. Each trust under this Will must end, and its property vest, no later than the last moment that keeps the trust valid under any rule against perpetuities that applies. If that limit is reached, the Trustee distributes the property to the Young Beneficiary.

22. Trustee

22.1 Trustee. I appoint **[Trustee: _____]**, of [Trustee address: _____], as Trustee of each trust under this Will. If that person does not serve, I appoint **[Alternate trustee: _____]**. If neither serves, a majority of the adult beneficiaries, with a parent or guardian acting for a minor, may appoint a qualified individual or trust company, failing which a court may appoint one.

22.2 Powers. Subject to the law of the Governing State, the Trustee has the powers of Section 8 and may invest prudently, diversify, keep a family home for a beneficiary's use, hold insurance, employ advisers, vote securities, divide or combine trusts with substantially the same terms, and move the place of administration.

22.3 Discretion. The Trustee must use discretion in good faith, consider the terms and purposes of the trust and treat beneficiaries of different trusts fairly. A discretion to distribute is not a duty to spend to a fixed level.

22.4 Trustee who benefits. A Trustee who is a beneficiary may distribute to that Trustee only for health, education, maintenance and support. A Trustee may not use trust property to meet the Trustee's own legal duty to support another person.

22.5 Reports. The Trustee must keep records and send each adult beneficiary, and the parent or guardian of each minor beneficiary, a yearly statement of assets, receipts, payments and fees.

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22.6 Resignation and removal. A Trustee may resign on 30 days' written notice. A court, or a majority of the adult beneficiaries and the guardians of minor beneficiaries acting for good cause, may remove a Trustee, where the law allows. A resigning or removed Trustee must deliver the records and property promptly.

22.7 Pay and bond. A Trustee is entitled to reasonable pay and expenses. Section 7.1 applies to bond.

23. Disability and spendthrift protection

23.1 Protective trust for a beneficiary with a disability. If a beneficiary receives or may need public benefits because of disability, the Trustee may hold the share in a separate trust. The Trustee may use income and principal only to supplement, and not to replace, benefits for that beneficiary. The trust is to be administered so as not to disqualify the beneficiary from a benefit, where the law allows, and the Trustee may apply for or refuse a distribution for this purpose.

23.2 No state repayment intended. The trust is funded only with my property and not property of the beneficiary. I intend no repayment to a state or agency from the trust except as law requires. On the beneficiary's death the rest passes under Section 21.5.

23.3 Spendthrift protection. To the extent the law allows, no beneficiary may transfer, pledge or anticipate an interest in a trust under this Will, and no creditor or other claimant may reach the interest before the beneficiary receives it. This Section does not prevent a disclaimer or the exercise of a power of appointment.

23.4 Beneficiary with a guardian. The Trustee may make payments for a beneficiary without appointment of a guardian, directly to a provider or to the person who cares for the beneficiary, or through a debit or program account.

23.5 Specialist advice. The Trustee may obtain benefits advice and pay for a care manager. A failure to do so is not a breach if the Trustee acted in good faith.

24. Digital assets

24.1 Digital assets. "**Digital Assets**" means electronic records, accounts, files, domain names, cryptocurrency and other blockchain assets, and the devices and credentials used to reach them.

24.2 Authority. Subject to my choice below, my Executor may access, manage, copy, transfer, close and delete my Digital Assets. My choice on disclosure to my Executor of the content of electronic communications that I sent or received is: [Choice on message content: _____]. If that choice is consent given, I consent to that disclosure to the extent my Executor's duties require it and the law allows. If it is consent refused, I prohibit that disclosure. I consent in either case to disclosure of catalogues of those communications and of my other Digital Assets.

24.3 Online tools. A direction that I give through an online tool of a service provider takes priority where the law says so.

24.4 Terms of service. My Executor must comply with the applicable terms of service and with law on privacy, copyright and computer access.

24.5 Records and keys. I ask my Executor to look for a secure list of accounts and keys at [Where account records are kept: _____]. No password, seed phrase or private key is written in this

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Will, because a probated will may become a public record.

24.6 Value. Digital Assets with a money value pass as I direct in this Will or, if no direction exists, as part of my Residuary Estate.

25. Pets

25.1 Pets. If I own a pet at my death, I give it to **[Pet caretaker: _____]**. If that person does not accept, I give it to **[Alternate pet caretaker: _____]**. If neither accepts, my Executor must find a suitable home.

25.2 Money for care. I give [Money for pet care: _____] to the person who accepts the pet, with the request that it be used for the pet's care. This is an outright gift and not a trust. If no pet survives me, the gift lapses.

25.3 Until transfer. My Executor may pay reasonable costs of food, shelter and veterinary care until the pet is placed.

25.4 Special trust. A pet trust needs a separate provision under the law of the Governing State. If I have made one, that trust controls.

26. Business interests

26.1 Interest. If I own an interest in a business at my death, it passes to **[Recipient of business interest: _____]** or, if that person does not survive me, as part of my Residuary Estate. An operating, partnership, shareholder or buy-sell agreement that binds me controls over this gift.

26.2 Authority. My Executor may continue the business, vote the interest, take part in management, lend to or borrow for the business, hire managers, sell it, reorganize it or wind it up. My Executor must act reasonably and keep estate funds separate from business funds.

26.3 Information. My Executor may disclose to a buyer or co-owner the records reasonably needed for a sale under a written confidentiality agreement.

26.4 Sale. My Executor may carry out a binding buy-sell agreement and accept its stated price or a fair price for the interest.

26.5 Professional practice. If the interest is in a licensed practice, my Executor may transfer it only as the license rules allow and may use a licensed person to keep it open.

27. Intentional omissions

27.1 People left out on purpose. I have intentionally made no gift in this Will to the following people, whether or not they are my heirs: [People left out on purpose: _____]. I make no statement of the reason.

27.2 Class. The omission applies to a person named in Section 27.1 and, only if I so state in that Section, to that person's Descendants.

27.3 Others. Except as provided in this Will, I have intentionally left out every other person who may claim a share of my estate as an heir. This Section does not limit a right that the law does not let me take away.

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27.4 Intestate property. If any property passes by intestacy, I direct that each person named in Section 27.1 be treated as having died before me, to the extent the law allows.

28. No-contest clause

Drafting choice (keep this Section only if the law of your state allows it, and delete this line before signing; delete the Section for Florida)

28.1 Contest. If a person who would take under this Will files a court action that seeks to set aside all or part of this Will without probable cause, that person's gift under this Will, and any appointment of that person as a fiduciary, are revoked. The gift passes as if the person had died before me without Descendants.

28.2 Exceptions. Section 28.1 does not apply to an action brought with probable cause, to a request to interpret this Will, to an action to enforce a fiduciary's duty, to a claim for a right that a statute gives, to a creditor's claim, to truthful testimony or to an act of a person who lacks capacity.

28.3 Limit. This Section applies only so far as the law allows. If the law does not allow it, it has no effect, and the rest of this Will stands.

29. Divorce and change of circumstances

29.1 End of marriage. If my marriage or registered domestic partnership ends by divorce, dissolution or annulment after I sign this Will, every gift to, power of and appointment for my former spouse or partner is revoked, and that person is treated as having died before me. The same applies to a relative of the former spouse or partner who is not my relative.

29.2 Exception. Section 29.1 does not apply to a gift or appointment that I expressly confirm in a will or codicil signed after the end of the marriage or partnership.

29.3 Contracts and orders. This Section does not change a duty under a marital agreement, divorce decree or court order.

29.4 Other changes. A later marriage, birth, adoption or move to another state does not by itself revoke this Will, except as the law provides. I intend to review this Will after each such event.

29.5 Beneficiary designations. This Section does not change a beneficiary designation. I understand that I must change each of those forms myself.

30. Rights of a spouse

30.1 Rights preserved. This Will does not waive a right of my Spouse or minor children that the law gives. These may include community property, an elective share, a homestead, an exempt-property or family allowance, and rights in a pension plan.

30.2 Agreements. If I have a valid marital agreement that waives or limits those rights, it continues and controls. The agreement, if any, is: [Marital agreement: _____].

30.3 Election against this Will. If my Spouse elects against this Will, my Executor must satisfy the election as the law requires and then carry out the remaining gifts as nearly as possible. The property otherwise given to my Spouse is applied first, where the law allows.

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30.4 Gifts count. I intend the gifts to my Spouse under this Will to count toward any share that the law gives, to the extent it allows.

31. Lifetime gifts, loans and disclaimers

31.1 Lifetime gifts. A gift that I made during my life is not an advance on a gift under this Will unless I said so in a signed writing made at the time of the gift, or the recipient agreed so in a signed writing. Such gifts are: [Lifetime gifts counted as advances: _____].

31.2 Loans. Unless I have forgiven it in writing, a debt owed to me by a beneficiary is an asset of my estate, and my Executor may deduct it from that beneficiary's gift, to the extent enforceable.

31.3 Disclaimer. A beneficiary may disclaim all or part of a gift in the manner the law provides. A disclaimed gift passes as if the beneficiary had died before me, unless this Will states another result. If my Spouse disclaims all or part of my Residuary Estate, that part passes under the provisions that apply if my Spouse does not survive me.

31.4 Satisfaction. Where a writing under Section 31.1 shows that a lifetime gift satisfies a gift under this Will, the value is the value on the date the recipient got it, unless the writing says otherwise.

32. Liability and reliance

32.1 Standard. An Executor and a Trustee must act honestly, with the care of a prudent person and in the interests of the beneficiaries. To the extent the law allows, neither is liable for a loss that results from an act or omission made in good faith and without gross negligence, willful misconduct or breach of the duty of loyalty.

32.2 Retention of assets. An Executor or Trustee is not at fault only because an asset that I owned loses value while being kept for a reasonable time for sale, distribution or a tax or family purpose.

32.3 Indemnity. My estate or the trust concerned must indemnify an Executor or Trustee from liability and reasonable expense incurred by reason of proper administration, except for conduct described in Section 32.1.

32.4 Reliance. A bank, purchaser, transfer agent or other person who deals with an Executor or Trustee in good faith may rely on a certificate or letters issued by a court, and need not see to the application of money or inquire into the authority for the act.

32.5 Receipts and refunds. My Executor may ask for a receipt and an agreement to return an excess payment before making a distribution, if needed to pay lawful obligations.

33. No contract to make a will

33.1 No contract. I have not made a contract to make or not to revoke a will, and this Will is not a contract. If I sign a will at the same time as my Spouse or another person, each of us may change it freely.

33.2 Exceptions. If a separate signed contract on the subject exists, it is: [Separate will contract: _____]. Nothing in this Section creates one.

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34. Governing law and construction

34.1 Governing law. The law of the Governing State governs the meaning and effect of this Will. The law of the place where land lies governs rights in that land where the law requires it. The form of execution is valid if it meets the law of any place whose law applies to it.

34.2 Intent. My Executor and any court should read this Will to carry out my intention as a whole. Headings are for reference only. The singular includes the plural, and a reference to a person includes the person's legal representative where the context requires.

34.3 Severability. If any provision is invalid or cannot be carried out, the rest remains in effect as far as it can stand.

34.4 Later law. A reference to a statute includes later changes to it. A change in the law does not defeat my intention if the change permits a reading that carries it out.

34.5 Disputes. I ask beneficiaries to try mediation before a court action. My request does not limit the right to go to court or a court's power, and it does not delay a deadline.

34.6 Notices. A notice to a beneficiary may be given by personal delivery, by mail to the last address known, or as the law or a court requires.

34.7 Original. Only the signed original is my Will. A copy is for information. I intend to sign only one original.

TESTATOR'S SIGNATURE

I sign this Will on paper, at the end of its provisions, by my own hand or as stated below, in the presence of the two witnesses who sign below. I signed or initialed each earlier page for identification. I declare to the witnesses that this document is my Will and ask them to sign as witnesses.

Signed at [City, county and state of signing: _____], on [Date of signing: _____].

Testator signature:
Printed name: [Your full legal name: _____]

If I cannot sign, another person may sign for me only in my conscious presence, at my direction, and in the way the law of the state of signing allows. In that case:

Signed for the Testator by (name and address):
Reason:

ATTESTATION BY WITNESSES

On the date stated above, the Testator, [Your full legal name: _____], signed this document in our presence, or directed the person named above to sign it for the Testator in the Testator's conscious presence and in ours, declared it to be the Testator's Will, and asked us to sign as witnesses. We are both present at the same time. Each of us signs as witness in the presence of the Testator and of the other witness, on the same date.

Each of us states that the Testator appears to be at least 18 years old, of sound mind and under no duress,

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menace, fraud or undue influence. Each of us is at least 18 years old and competent to be a witness. None of us takes a gift under this Will, is the spouse of a person who takes a gift, or is named as Executor, Trustee, custodian or guardian in it.

We declare under penalty of perjury under the law of the state of signing that this statement is true and correct.

Witness 1
Signature:
Printed name: [Witness 1 name: _____]
Residence address: [Witness 1 residence address: _____]
Date:

Witness 2
Signature:
Printed name: [Witness 2 name: _____]
Residence address: [Witness 2 residence address: _____]
Date:

SELF-PROVING AFFIDAVIT

(Optional general form. Many states set their own words. Replace this page with the form of the state of signing. Leave it out if that state does not use one.)

State of [State of officer: _____]
County of [County of officer: _____]

We, [Your full legal name: _____], the Testator, and [Witness 1 name: _____] and [Witness 2 name: _____], the witnesses, whose names are signed to the attached or foregoing Will, being first duly sworn, declare to the undersigned officer that the Testator signed the Will willingly, or willingly directed another to sign for the Testator, as the Testator's will, that the Testator signed it or directed its signing as a free and voluntary act for the purposes stated in it, and that each witness, in the presence and hearing of the Testator and at the Testator's request, signed the Will as witness. To the best of each witness's knowledge, the Testator was at that time 18 years of age or older, of sound mind and under no constraint or undue influence.

Testator signature:
Printed name: [Your full legal name: _____]

Witness 1 signature:
Printed name: [Witness 1 name: _____]

Witness 2 signature:
Printed name: [Witness 2 name: _____]

Subscribed, sworn to and acknowledged before me by [Your full legal name: _____], the Testator, and subscribed and sworn to before me by [Witness 1 name: _____] and [Witness 2 name: _____], the witnesses, on the date below.

Notary or other officer signature:
Printed name and title:

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Date:
Commission expiration:
Seal:

PERSONAL PROPERTY MEMORANDUM OF [Your full legal name: _____]

(Separate document referred to in Section 14.2. Do not list cash, coin collections, real estate, securities or business property. Sign and date each page, and check that your state gives effect to such a list.)

I make this Memorandum under Section 14.2 of my Will. I may change it by a later signed Memorandum.

Items and recipients (number each item; describe it so that no other item fits; add the recipient's full name, relationship and an alternate): [Memorandum items and recipients: _____]

Location of items and photographs: [Location of items and photographs: _____]

Testator signature:
Printed name: [Your full legal name: _____]
Date:

SAFEKEEPING RECORD AND NOTE ON CHANGES (not part of the Will; keep a copy with your records)

1. **Location of the signed original:** [Location of original will: _____]
2. **People told of the location:** [People told of the location: _____]
3. **Copies held by:** [Holders of copies: _____]
4. **Changes.** Do not write on, cross out, staple to or take apart the signed original. Make a change by a new will, or by a codicil signed and witnessed with the same formalities as a will.
5. **Review.** Review the Will after a marriage, divorce, birth, adoption, death, large change in property or move to another state, and at least every few years.
6. **Form of the original.** Keep the paper original. Do not rely on a scan, photograph or electronic signature unless the law of your state expressly allows it.

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