

Here is a template, totally free of charge!

However, **we don't recommend using it.**

Like all free templates on the internet, it hasn't been adapted to your specific needs.

Visit our website to easily create a [fully personalized document](#) for a low one-time fee.

Our lawyers work hard to keep everything updated and accurate.

You get all of the benefits of a lawyer at a fraction of the cost.

EDUCATION TRUST OF \_\_\_\_\_

State of Alabama

This Education Trust Agreement (the "Agreement" or "Trust") is made by and between  
\_\_\_\_\_ (the "Grantor"), of the following address:

\_\_\_\_\_

and \_\_\_\_\_ (the "Trustee"), of the following address:

\_\_\_\_\_

In consideration of the mutual covenants and promises set forth in this Agreement, the Grantor and Trustee agree to the following:

#### I. TITLE.

1. The trust hereby shall be known as the "Education Trust of \_\_\_\_\_." The assets and dealings of the Trust may, however, be held and conducted in the name of the Trustee and, to the extent otherwise permitted herein, also in the name of the Beneficiary.

#### II. PURPOSE.

2. The purpose of this Agreement is to create a Trust that will receive and manage the assets to support the education of \_\_\_\_\_ (the "Beneficiary") of the following address:

---

3. For the purpose of making distributions under this Trust, the term "education" shall include reasonable costs for college, trade schools, job training, or other costs that reasonably develop income earning capabilities.

4. THIS TRUST IS IRREVOCABLE. The Grantor recognizes that the right to revoke or amend this Trust may be reserved, but that right is expressly waived. This Trust is not subject to alteration, amendment, revocation, or termination by the Grantor or any other person.

5. The Grantor renounces any possible benefit from this Trust.

### III. FUNDING OF TRUST.

6. Grantor has transferred, assigned, conveyed, and delivered and/or will transfer, assign, convey, and deliver to the Trustee the property described in Schedule A attached and made a part hereof; and said property and any and all other property which may be hereafter assigned, conveyed, and delivered to said Trustee by the Grantor or another person as hereinafter provided, is intended to constitute the trust estate and to be held by the Trustee in trust for the uses and purposes and subject to the terms and conditions hereinafter set forth.

7. Grantor, or any other person, with the consent of the Trustee, may at any time or from time to time deed, grant, devise, bequest, gift, or otherwise cause additional property to be transferred to and administered as a part of the trust estate created hereunder. Any such transfer may be evidenced by the receipt of the Trustee, and each such receipt shall be conclusive evidence of the consent of said Trustee to the transfer thereof.

### IV. DISTRIBUTIONS TO THE BENEFICIARY.

8. Until the Beneficiary attains the age of \_\_\_\_\_ years, the Trustee may distribute to or for the sole benefit of the Beneficiary as much of the income and/or principal as the Trustee, in the Trustee's sole discretion, may reasonably determine is necessary for the Beneficiary's education.

9. Any amount which the Trustee does not distribute to or for the benefit of the Beneficiary shall be accumulated and added to the principal of the Trust.

## V. TERMINATION OF TRUST.

10. When Beneficiary attains the age of \_\_\_\_\_ years old, the remaining trust assets shall be distributed to the Beneficiary and this Trust shall then terminate.

## VI. CONTINUATION OF TRUST.

11. As an alternative to mandatory termination of this Trust at age \_\_\_\_\_ years, the Beneficiary may request that this Trust be continued.

12. If Beneficiary makes a written request to continue this Trust within sixty (60) days after the Beneficiary attains the age of \_\_\_\_\_ years, the Trustee shall continue the Trust until the Beneficiary attains the age of \_\_\_\_\_ years.

a. During this additional time period, the Trustee shall distribute to or for the benefit of the Beneficiary as much of the principal as the Trustee, in the Trustee's sole discretion, may determine is necessary for the Beneficiary's education. In making such distributions, the Trustee shall take into consideration any other income and property that is known by the Trustee to be available to the Beneficiary for the above purposes.

b. When the Beneficiary attains the age of \_\_\_\_\_ years, the remaining trust assets shall be distributed to the Beneficiary and this Trust shall then terminate.

## VII. DEATH OF BENEFICIARY.

13. If the Beneficiary dies before attaining the age at which this Trust shall terminate, the following provisions apply:

a. General Testamentary Power of Appointment: The Beneficiary shall have a "general testamentary power of appointment" to distribute the remaining trust assets. Having this power means that the Beneficiary may state in their last will and testament (or some other written document signed by the Beneficiary before a notary) who will receive the remaining trust assets if the Beneficiary dies before attaining the age at which this Trust shall terminate. The Beneficiary shall have the absolute discretion to state who the beneficiaries next in line will be. The beneficiaries may include the Beneficiary's estate and/or creditors. To validly exercise this power, the Beneficiary's will (or other document) must specifically refer to this power. Upon distribution of the trust assets, this Trust shall then terminate.

b. Alternate Distribution: If the Beneficiary fails to validly exercise this general testamentary power of appointment, the Trustee shall distribute the remaining assets in the following manner ("Share Allocations"):

-- The residue of the Beneficiary's Trust shall be distributed to the Beneficiary's spouse. If the spouse does not survive the Beneficiary the residue of the Beneficiary's Trust shall be distributed to any of the Beneficiary's currently living or future children alive at the time of their death in equal shares. If a child of the Beneficiary does not survive them, such deceased child's share shall be distributed in equal shares to the children of such deceased child who survive the Beneficiary by right of representation. If no children of the Beneficiary survives them, and if none of the Beneficiary's deceased children are survived by any children, the residuary of the Beneficiary's Trust shall be distributed to the following beneficiary:

\_\_\_\_\_.

If no above named beneficiaries survive the Beneficiary the residue of the Beneficiary's Trust shall be distributed to the Beneficiary's heirs-at-law, their identities and respective shares to be determined by the intestacy laws of the State of Alabama.

c. Failure of the Trustee to Receive Notice: If the Trustee does not receive actual notice of the existence of a will or other documenting exercising a general testamentary power of appointment within 90 days after the Beneficiary's death, then the Trustee may distribute the trust assets under the prior paragraph as if such power has not been exercised. However, if the power was exercised, this paragraph shall not prevent the beneficiary of such a power from enforcing the power as exercised.

d. Types of Distributions: Distributions to a beneficiary may be made (i) outright to such beneficiary, (ii) to any other trust that has been created for such beneficiary, or (iii) to a custodial account for such beneficiary under the applicable Uniform Transfers to Minors Act (or equivalent legislation). The Trustee shall have the sole discretion to determine which alternative to use.

## VIII. LIMITATIONS TO POWERS.

14. No power granted to the Trustee in this Agreement or under law shall be construed to allow the Grantor, the Trustee, or any other person to purchase, exchange, or otherwise deal with or dispose of all or any part of the principal or income of this Trust for less than an adequate consideration in money or money's

worth, or to enable the Grantor to borrow all or any part of the principal or income of the Trust, directly or indirectly, without adequate interest or security.

15. No person, other than the Trustee acting in a fiduciary capacity, shall have or exercise the power to vote or direct the voting of any stock or other securities of the Trust, to control the investment(s) of the Trust, either by directing investments or reinvestments, or to reacquire or exchange any property of the Trust by substituting other property.

IX.

#### X. TRUSTEE POWERS.

16. Subject to the other provisions of this Agreement, and in addition to any other powers and authority granted by law or necessary or appropriate for proper administration of this Trust, the Trustee (and any successor Trustees) shall have the following rights, powers, and authority, without order of court and without notice to anyone.

a. Receive Assets: To receive, hold, maintain, administer, collect, invest, and re-invest any trust assets, and collect and apply the income, profits, and principal of the trust in accordance with the terms of this Agreement.

b. Receive Additional Assets: To receive additional assets from other persons and sources including assets by testamentary disposition; all such additional assets shall be held and administered under, and be subject to, the terms of this Agreement.

c. Retain Assets: To retain any asset, including uninvested cash or original investments, regardless of whether it is of the kind authorized by this Agreement for investment and whether it leaves a disproportionately large part of the Trust invested in one type of property, for as long as the Trustee deems advisable.

d. Dispose of or Encumber Assets: To sell, option, mortgage, pledge, lease, or convey real or personal property, publicly or privately, upon such terms and conditions as may appear to be proper, and to execute all instruments necessary to effect such authority.

- e. Settle Claims: To compromise, settle, or abandon claims in favor of or against the Trust.
- f. Manage Property: To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.
- g. Allocate Between Principal and Income: To make allocations of charges and credits between principal and income as in the sole discretion of the Trustee may appear to be proper, and to create reserves for taxes, depreciation, and other lawful purposes.
- h. Employ Professional Assistance: To employ and compensate legal counsel and other persons deemed necessary for proper administration, and to delegate authority when such delegation is advantageous to the Trust.
- i. Distribute Property: To make division or distribution in money or kind, or partly in either, at values to be determined by the Trustee, and the Trustee's judgment shall be binding upon all interested parties.
- j. Enter into Contracts: To bind the Trust by contracts or agreements without assuming individual liability for such contracts.
- k. Exercise Stock Ownership Rights: To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incident to the ownership of any stocks, bonds, or other properties of the Trust.
- l. Duration of Powers: To continue to exercise the powers provided under this Trust notwithstanding the termination of the Trust until all of the assets of the Trust have been distributed.
- m. Compensation and Expenses: To receive reasonable compensation for trustee services provided under this Agreement and be exonerated from and to pay all reasonable expenses and charges of the Trust.
- n. Standard of Care: To acquire, invest, reinvest, exchange, retain, sell, and manage trust assets, exercising the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of that standard, the Trustee is authorized to acquire and

retain every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, bonds, mutual funds, debentures and other corporate obligations, and stocks, preferred or common, that persons of prudence, discretion, and intelligence acquire or retain for their own account.

o. Methods of Distribution: To make payments to or for the benefit of the Beneficiary (including the possibility that the Beneficiary might be under a legal disability) in any of the following ways -- (i) directly to the Beneficiary; (ii) directly for the education of the Beneficiary; (iii) to the legal or natural guardian of the Beneficiary; or (iv) to anyone who at the time shall have custody and care of the person of the Beneficiary. The Trustee shall not be obligated to see the application of the funds so paid, but the receipt of the person to whom the funds were paid shall be full acquittance of the Trustee.

p. Loans: To make loans to the Beneficiary for education purposes.

## XI. TRUSTEE PROVISIONS.

17. Successor Trustee: If at any time a Trustee cannot serve because of the Trustee's disability, death, resignation, or other reason, \_\_\_\_\_ of the following address is appointed as the successor Trustee:

\_\_\_\_\_

18. Financial Reports: The Trustee shall provide financial reports to the Grantor on a Annually basis as long as the Grantor is living.

After such time, financial reports shall be provided at least annually to the Beneficiary. If the Beneficiary is under any legal incapacity, the financial reports shall be provided to the Beneficiary's guardian (natural or otherwise) or conservator. Financial reports shall include a balance sheet that lists the assets and their values, an income statement that shows income and expenses, and a listing of distributions on behalf of the Beneficiary.

19. No Bond: No bond shall be required of any Trustee, unless required by law.

20. Institutional Trustee: Any institutional trustee serving under this Trust must have a total capital account of at least fifteen million dollars, have an established Trust Department or Trust Division, and must qualified to act as a trustee under the laws of the United States or any state of the United States. The acceptance of trusteeship

by any institutional trustee is full evidence of its agreement to these provisions.

21. Liability of the Trustee: The Trustee shall have liability only for the Trustee's acts and omissions that are made in bad faith. Further, a successor Trustee shall not be liable for any acts or omissions of any prior Trustee.

## XII. NON-COURT TRUST.

22. Unless otherwise required by law, the Trustee shall administer this Trust as a non-court trust, without the necessity of notice to or approval of any court or person. As provided by law, the Trustee may petition the court to take jurisdiction over this Trust.

## XIII. GOVERNING LAW.

23. This Agreement shall be construed in accordance with the laws of Alabama.

## XIV. RULE AGAINST PERPETUITIES CLAUSE.

24. Despite any other provision of this Agreement to the contrary, the trust created by this Agreement shall terminate no later than 21 years after the death of the last surviving beneficiary of this Agreement who is living at the time of the death of the Grantor, at the end of which time distribution of all principal and all accrued, accumulated, and undistributed income shall be made to the persons then entitled to the distributions, in the manner and proportions herein stated free of trust.

## XV.

## XVI. MISCELLANEOUS PROVISIONS.

25. The titles at the heads of the paragraphs of this Trust are inserted for reference purposes only and are not to be considered as forming a part of this Trust in interpreting its provisions. All words used in this Trust in any gender shall extend to and include all genders, and any singular words shall include the plural expressions and vice versa. Any pronouns shall be taken to refer to the person or persons



intended regardless of gender or number.

26. For the purposes of determining the appropriate distributions under this Trust, no person or organization shall be deemed to have survived the Grantor unless such person or entity is also surviving or in existence on the thirtieth day after the date of the Grantor's death.

27. No fiduciary who is a natural person shall, in the absence of fraudulent conduct or bad faith, be liable individually to any beneficiary of the Grantor's trust estate, and the Grantor's trust estate shall indemnify such natural person from any and all claims or expenses in connection with or arising out of that fiduciary's good faith actions or nonactions of the fiduciary, except for such actions or nonactions which constitute fraudulent conduct or bad faith. No successor trustee shall be obliged to inquire into or be in any way accountable for the previous administration of the trust property.

28. If any beneficiary named in this Agreement contests in court any of the provisions of this Trust, then each and all such persons shall not be entitled to any devises, legacies, bequests, or benefits under this Trust, and such interest or share in the trust estate shall be disposed of as if that contesting beneficiary had not survived the Grantor.

## SIGNATURES

IN WITNESS WHEREOF, I have signed my name on this \_\_\_\_\_ day of the month of \_\_\_\_\_ of the year \_\_\_\_\_, in the City of \_\_\_\_\_, the State of Alabama, declaring and publishing this instrument as an Education Trust, in the presence of the undersigned witnesses, who witnessed and subscribed this Education Trust at my request and in my presence. I attest that I have signed this instrument willingly (or willingly directed another to sign on my behalf), that I execute it as my free and voluntary act for the purposes expressed in the Trust, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

\_\_\_\_\_, Grantor

IN WITNESS WHEREOF, I have signed my name on this \_\_\_\_\_ day of the month of \_\_\_\_\_ of the year \_\_\_\_\_, in the City of \_\_\_\_\_, the State of Alabama, acknowledging and accepting my appointment as the Trustee in this Education Trust, in the presence of the undersigned witnesses, who witnessed and subscribed this Education Trust at the Grantor's request and in the Grantor's presence. I attest that I have signed this instrument willingly (or willingly directed another to sign on my behalf), that I execute it as my free and voluntary act for the purposes expressed in the Education Trust, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

\_\_\_\_\_, Trustee

## WITNESS STATEMENT

SIGNED AND DECLARED by \_\_\_\_\_ on this on this \_\_\_\_\_ day of the month of \_\_\_\_\_ of the year \_\_\_\_\_ to be their Education Trust, in our presence, in the City of \_\_\_\_\_, the State of Alabama, who at their request, in their presence and in the presence of each other, all being present at the same time, have signed our names as witnesses. We do hereby attest that the Grantor signs this instrument willingly (or willingly directs another to sign for the Grantor), and that each of us, in the presence and hearing of the Grantor, hereby signs this Education Trust as witness to the Grantor's signing, and that to the best of our knowledge the Grantor is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Witness #1 Printed Name

\_\_\_\_\_  
Witness #1 Street Address

\_\_\_\_\_  
Witness #1 City, State

\_\_\_\_\_  
Witness #2 Signature

---

Witness #2 Printed Name

---

Witness #2 Street Address

---

Witness #2 City, State

---

Witness #3 Signature

---

Witness #3 Printed Name

---

Witness #3 Street Address

---

Witness #3 City, State

**NOTARY PAGE**

STATE OF Alabama

COUNTY OF \_\_\_\_\_

Subscribed, sworn to, and acknowledged before the me by \_\_\_\_\_, the Grantor,  
and subscribed and sworn to before me by \_\_\_\_\_,  
\_\_\_\_\_, and \_\_\_\_\_, witnesses,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(seal)

(signed)\_\_\_\_\_

\_\_\_\_\_  
(Official capacity of officer)

## **SCHEDULE A**

### *List of Assets to be Held in the Trust*

The Grantor has transferred, assigned, conveyed, and delivered to the Trustee the following assets to be held, managed, and distributed under the terms of this Education Trust as described above:

\_\_\_\_\_