**DECLARATION OF PRIVATE TRUST**

This Trust Instrument is established under the Common Law Right of Contract within Your State by and between the undersigned Grantor / Creator and Trustee thereof as an irrevocable Private Trust and shall be administered by the People holding legal title to the Trust assets in Trust not as individuals but collectively as herein set forth and are empowered to function under the name of Trust Name Here for the benefit of the Beneficiaries.

**DECLARATION OF AUTHORITY**

The Declaration of Trust shall serve as the Board of Trustee’s and/or Agent’s sufficient constitution, and the Trust Indentures herein shall be the bylaws, rules, and regulations of this Trust as supplemented from time to time by the resolutions of the Board of Trustees covering contingencies as they arise and recorded in the Minutes of its meetings. Trust Minutes are a portion of the bylaws, rules, and regulations of this Trust. The said Minutes are to be substantiated by all members of the Board of Trustees. Such authority as awarded herein is possessed by the Board of Trustees of this Trust alone, thus leaving for determination of the courts only the question of conscientious dealing of those persons or their Agents.

The Board of Trustees shall have all the power necessary, convenient, or appropriate to affect the purpose of this Trust and shall take any action which it deems necessary, desirable, or proper to carry out such purposes provided that those purposes and actions shall not be inconsistent with other provisions herein or contrary to law. Any determination of the purpose of this Trust made in good faith by the Board of Trustees shall be conclusive. In construing the purpose of this Trust Indenture Declaration and Trust Minutes, the presumption shall be in favor of the grant of power to the Board of Trustees.

**NAME AND SITUS OF TRUST**

The present name and situs of this Private Irrevocable Express Trust shall be as set forth below, but the Board of Trustees shall have the power to change the situs to any other place which shall be deemed necessary for the operation of this Trust.

For the purpose of receiving mail, the following addresses will be used:

1234 Your Address Street, City / Town, State, [12345]

youremail@domain.com

**AGREEMENT OF CONTRACT**

The Trustees hereby agree to direct this Trust pursuant to the following Trust Indentures:

**Indenture # 1 – Term of Trust**

1. THAT this Trust shall be established for an initial term of twenty-one **(21)** years; however, the Trustees shall be empowered by unanimous decision to renew its operation for a new term not to exceed an additional 21 years. The Trustees may, at their discretion, terminate this Trust at an earlier date and distribute the assets to the Beneficiaries as their pro rata interests appear.

**Indenture # 2 – The Board of Trustees**

1. THAT the Trustee(s) so nominated and appointed shall administer this Trust sitting as Board of Trustees for the benefit of this Trust as a whole and not as individuals for separate Trusts through which they are associated.

**Indenture # 3 – Regular Meetings of the Board of Trustees**

1. THAT the Trustees shall make provision as to the time and place for holding regular meetings by a Minute properly inscribed in the official record. No decision shall be effective or binding unless it is ratified by the Board of Trustees. An emergency meeting of the Board shall be called upon written request of any member of the Board of Trustees to take place at a specified time and location.

**Indenture # 4 – Minutes of Trust**

1. THAT the Trustees shall meet from time to time to enact Minutes which, when entered into the records of this Trust, shall constitute the authority and the official guide for the acts of the Trustees and/or Agents in executing their duties under this Trust. Such Minutes shall conform to the guidelines and mandates set forth in this Indenture and shall be binding. These Minutes are to be kept private and are not to be loaned, read, or disclosed to anyone at any time unless it is determined by unanimous consent of the Board of Trustees of this Trust that disclosure of a particular Minute would be in the best interest of this Trust.

**Indenture # 5 – Trust Records**

1. THAT the Trustees shall maintain well-kept books, accounts, and records, and preserve proper Minutes of meetings and record all decisions therein relative to this Trust. All such records shall thereafter and permanently be available to the Trustees at all times but shall be kept private.

**Indenture # 6 – Trustee’s Agreement to Perform Duties**

1. THAT by signing and acknowledging this Agreement, the herein appointed trustees accept and will perform all of the duties incumbent upon them as Trustees of this Trust. Whenever new or successor Trustees are elected or designated for this Trust, the property of this Trust shall be vested in them collectively as the Board without the need of any further act or conveyance.

**Indenture # 7 – Duties of Trustees**

1. THAT it shall be the duty of the Trustees to manage the Trust properly for the benefit of the Beneficiaries in a manner which said Trustees deem to be the most prudent, desirable, and beneficial. In doing so, the Trustees may perform any act that would be legal and proper for an individual who is subject to the restrictions of applicable law and bound by the provisions contained in these Indentures. Further, that the Trustees adopt their own rules and regulations by which they shall be guided in carrying out their duties as Trustees as duly recorded within the Trust Minutes.

**Indenture # 8 – Acceptance of Control of Trust Corpus**

1. THAT the Trustees hereby accept control over the corpus of this Trust by their written autographs below that they agree to fulfill the duties set forth therein and that they pledge their best efforts and interest to preserving and protecting the assets of this Trust for the benefit of the Beneficiaries.

**Indenture # 9 – Enumeration of Trustees**

1. THAT the Board of Trustees of this Trust shall consist of one or more persons, but said Board shall consist of as many Trustees, including legal persons, which is to be determined by the unanimous decision of said Board duly entered in the Minutes.

**Indenture # 10 – Election of Officers and Agents by the Trustees**

1. THAT the Trustees of this Trust may elect and/or appoint certain officers such as an Executive Trustee, a Secretary Trustee, a Treasurer, a Manager, and/or any executive position the Board of Trustees deems necessary. The Board of Trustees, through instructions received from the Grantor, shall appoint a Protector whose sole responsibility shall be to protect the interests of the Beneficiaries hereof by having the power to remove any Trustee upon written notice when it has been determined that said Trustee has acted in bad faith in violation of these Indentures. The Protector may appoint a qualified successor trustee or Trustees if deemed necessary or desired. In the event a Protector resigns, dies, or becomes incapacitated, the Beneficiaries shall provide the Trustees a selected successor Protector if such is their desire. If the Trustee fails to appoint the selected Protector, the Beneficiaries may apply to a court of competent jurisdiction to resolve the dispute.

**Indenture # 11 – Hold-Harmless Clause for the Trustees**

1. THAT the Trustees of this Trust shall serve without bond and that, as individuals, none of them shall be held responsible for any debts or obligations incurred by this Trust except for the actions of any Trustee found by a court of competent jurisdiction to be fraudulent or otherwise illegal.

**Indenture # 12 – Liability of Trustees**

1. THAT the Trustees or Agents shall not personally be liable or responsible while performing their duties according to the mandates of this Trust for any investment or other losses or problems resulting from no fault of their own; however, the Trustees may be removed from the Board of Trustees because of fraud, theft, conversion, or other lawful cause.

**Indenture # 13 – Trustee’s Statement of Limited Liability**

1. THAT since this Trust confers limited liability upon the Trustees and/or Agents and Beneficiaries thereto, a statement of declaratory of such limited liability shall be printed clearly on all contracts made by and among the Trustees, the Agents / Representatives of this Trust, and any third party or parties to such contract. Furthermore, this Trust shall be responsible only for its own obligations and never for those of any Grantor / Creator, Trustee, Agent, or Beneficiary.

**Indenture # 14 – Distribution of Equitable Ownership**

1. THAT in equal exchange for the conveyances described in this Contract, the Trustees shall issue to the Grantor / Creator named herein a Certificate evidencing one hundred **(100)** Units of Equitable Ownership. These Units are non-transferable. The Trustees, on written order of the Grantor / Creator, shall transfer the future right to receive distribution of said 100 Units of Equitable Ownership to and among the designated Beneficiaries, if any, by canceling the original Certificate and issuing new Certificates of Equitable Ownership. This right of distribution of the beneficial interest is personal property of the holder, and all rights to that property are possessed by the holder.

**Indenture # 15 – Distribution of Proceeds**

1. THAT the Trustees must distribute to the Beneficiaries all or any portion of the proceeds of this Trust after necessary costs and expenses of the Trust are paid. When any such distribution is made, it shall always be in direct ratio to the proportional right to receive distribution held by the Beneficiaries as evidenced by the Certificates. “Proceeds” mean any increase of the Corpus of this Trust which may be identifiable as taxable either by law or by voluntary submission.

**Indenture # 16 – Distribution to Beneficiaries**

1. THAT no distribution or other benefit shall accrue to any Beneficiary or other individual, except as set forth in these Indentures. The Trustees shall determine what constitutes principle of Trust assets, total proceeds therefrom, and distributable proceeds to the Beneficiaries and shall allocate between principle and proceeds.

**Indenture # 17 – Additions to the Trust Corpus**

1. THAT the Grantor / Creator or any other person may, with the Trustees’ express consent, add to and increase the Trust’s corpus by making gifts thereto at any time during the term of this Trust.

**Indenture # 18 – Opportunity for Growth and Expansion**

1. THAT this Trust may engage in any type of activity that yields a profit and/or provides the opportunity for growth and expansion the Board of Trustees deems to be in the best interest of the Trust including but not limited to buying, selling, borrowing, loaning, pledging, hypothecating assets, and owning stock and/or entire Corporations, Partnerships, or Associations.

**Indenture # 19 – Authority to Lend and Borrow Money and to Make Investments**

1. THAT the Board of Trustees shall have the power to lend money or to borrow funds for the benefit of the Trust using Trust assets as collateral. That the Board of Trustees may also make any desirable investments then available under existing law, but they shall have no authority to perform any actions prohibited in these Indentures.

**Indenture # 20 – Banking and Accounting of Financials**

1. THAT the Trustees shall, if deemed appropriate or necessary, establish a separate bank account or other means of financial accounting for this Trust in which funds shall be secured and that the Trustees shall determine the authority by which payments may be distributed or withdrawn from said funds.

**Indenture # 21 – Use of Trust Funds and Proceeds**

1. THAT the proceeds of this Trust shall not be used for any other personal obligation of the Grantor / Creator or to relieve the Grantor / Creator of any family obligation in respect to spouse, children, or other relatives legally dependent upon him/her.

**Indenture # 22 – Decisions of Money Disbursements**

1. THAT no decision of the Trustees or any disbursements of funds shall be effective or binding unless it is authorized by said Board of Trustees and properly entered as a Minute in the permanent record of the Trust; however, the Board of Trustees may confer upon a designated Trustee and/or Agent certain limited powers to make day to day necessary disbursements and other decisions in the due course of ordinary concerns. Such disbursements and decisions shall be subjected to subsequent review and approval by the Board of Trustees.

**Indenture # 23 – Funding of Trust Operations**

1. THAT the Grantor / Creator shall execute and cause to be delivered to the Trustees of this Trust all documents necessary to convey rights, title, and interest in and to any real property transferred to this Trust and such other documents as may be required to transfer and convey all rights, title, and interest in and to any personal property, notes receivable, stocks, bonds, or other investments which the Grantor / Creator grants to the Trust hereby created and which the Trustees shall hold title to collectively as the Board for the benefit of the Beneficiaries.

**Indenture # 24 – Contracting of Services**

1. THAT the Trustees may contract for services deemed necessary or desirable for the proper operation of this Trust; that the Trustees of this Trust may compensate anyone including themselves in a reasonable amount for necessary functions performed incidental to the operation of this Trust. All such compensation shall be fixed and paid at the discretion of the Board of Trustees; however, any Trustee may waive compensation for services rendered.

**Indenture # 25 – Taxation of the Sale of Property**

1. THAT any appreciated property that may be liable for taxation shall not be sold by the Board of Trustees within two **(2)** years of the date of transfer to the Trust.

**Indenture # 26 – Prohibition of Public Commerce**

1. THAT this Trust is specifically prohibited from engaging in any form of public commerce. The Corpus of this Trust can be utilized only in private transactions of barter.

**Indenture # 27 – Trust is a Separate Entity from the Trustees**

1. THAT the Trustees in their individual capacities are separate, independent, and held harmless from the Trust created herein, and, as such, the Trustees cannot be held legally responsible for any debt or obligation incurred against the trust as a result of the actions of any Trustee and/or Agent.

**Indenture # 28 – Trust is Irrevocable**

1. THAT this Declaration of Private Trust creates only an Irrevocable Trust and not a Corporation, Partnership, or Association.

**Indenture # 29 – Trustee Resignation**

1. THAT upon proper notice to the Board of Trustees, any Trustee with proper signed resignation may withdraw from the Board. The Protector, if appointed, shall have the right to designate a successor Trustee. If no successor Trustee is designated by a Protector, the remaining Board of Trustees shall have the right to designate a successor Trustee. Such successor Trustee shall not be liable or responsible in any way for the acts or defaults of any predecessor Trustee, but the successor Trustee shall be liable only for his/her own acts or defaults with respect to the Trust funds and/or assets actually received by him/her as Trustee. Every successor Trustee shall be vested with all the duties, rights, titles, and powers, whether discretionary or otherwise, of the original Trustees.

**Indenture # 30 – Removal of a Trustee**

1. THAT a Trustee may be removed as fiduciary by the unanimous vote of the other two or more Trustees by the Protector or by a court of competent jurisdiction when found guilty of fraud, theft, conversion, or other legal cause; that this action may be brought by the Grantor / Creator, a Trustee, or a Beneficiary named in this Trust.

**Indenture # 31 – Death of a Trustee**

1. THAT the Protector, if appointed, or the Board of Trustees shall designate one or more successor Trustees. Upon the death, permanent disability, or resignation of any Trustee of this Trust, the Protector, if appointed, or the Board of Trustees shall by unanimous vote, if they deem necessary, appoint one or more of the successor Trustees to be a Trustee. Should there be no Protector appointed or there be no remaining Trustees to appoint a successor Trustee, the Beneficiaries may, by unanimous vote, appoint one or apply to a court of competent jurisdiction to appoint one who shall have all powers of the original Trustees.

**Indenture # 32 – Death of a Beneficiary**

1. THAT if any Beneficiary hereunder dies before the dissolution of this Trust, the Certificate issued to any such Beneficiary shall immediately become null and void, and thereupon the Board of Trustees shall issue a new Certificate to such new Beneficiary(ies) according to written instructions received by the Board of Trustees from the new Beneficiary. If no written instructions are received by the Board of Trustees, then they shall transfer the right to receive distribution evenly to any existing Beneficiaries. If no Protector exists, the Board of Trustees shall select a new Beneficiary(ies).

**Indenture # 33 – Interest of Beneficiary**

1. THAT if any Beneficiary, primary or otherwise, in the corpus or proceeds of the Trust shall not be subject to assignment, alienation, pledge, attachment, or claims of creditors, then the Beneficiary shall not otherwise be voluntarily or involuntarily alienated or encumbered by another Beneficiary or by anyone else.

**Indenture # 34 – Control of Trust by Beneficiaries**

1. THAT no Beneficiary shall be empowered to control the Trustee and/or Agents in any way, to dictate management or investment policy of the Trust, or to determine the disbursement of the Trust proceeds or corpus; however, the Trustees, at their discretion, may inform the Beneficiaries of the financial condition, operation, and activities of the Trust.

**Indenture # 35 – Operation and Continuity of Trust**

1. THAT the operation or continuity of this Trust shall never in any way be affected by the death, the insolvency, the bankruptcy, the removal as fiduciary of any Trustee and/or Agent, or by the removal of any holder of a Certificate of Equitable Ownership.

**Indenture # 36 – Jurisdiction and Domicile**

1. THAT this Trust chooses to be, and is, under Ecclesiastical Jurisdiction per this mandate. However, when appropriate, the actions of this Trust shall be interpreted and confined under the Common Law of the jurisdiction of its current domicile and the Constitutional republic form of government with secured rights and absolute sovereign immunity from all outside interference. The Board of Trustees shall have the power to change the domicile of this Trust to any place which shall be deemed prudent, necessary, appropriate, desirable, or convenient as determined by them.

**Indenture # 37 – Conformity with Law**

1. THAT any questions as to the validity, purpose, or intent of this Trust shall be interpreted in accordance with appropriate jurisdictional Law. This Trust chooses to be, and is, under Ecclesiastical Jurisdiction per this mandate. Nothing herein contained shall be construed as an intent to evade or contravene any law by authority of the Constitution for the united states for America of 1787 or of any foreign state should this Trust become subject to.

**Indenture # 38 – Right of Privacy**

1. THAT the Lawful right to Privacy relative to the actions and decisions of the Board of Trustees as well as the day-to-day affairs of the administration of this Trust shall remain a permanent part of the corpus of this Trust under Common Law Copyright and shall remain within the records and Minutes of this Trust. This Trust and its Trustees and/or Agents shall have all their private rights afforded to them. The Constitution for the united states for America and the Constitution for Your State restricts the federal and State governments respectively from interfering with these rights.

**Indenture # 39 – Invalidity of Portions of Trust**

1. THAT if any provision of this Declaration of Trust and Contract or its application to any person or circumstance is held invalid by an order of the court of competent and lawful jurisdiction, then the remainder of this Declaration of Trust and Contract or the application of its provisions to other persons or circumstances is not affected.

**Indenture # 40 – Totality of Agreement**

1. THAT this Trust Indenture is the totality of the Trust Agreement, and no other agreements exist. This Agreement can only be modified or added to by the Board of Trustees as recorded in Minutes of their meetings, but it cannot be altered in its basic intent.

Witness whereof the Creator hereof and the Grantor hereto and the Acceptor hereof for themselves, their heirs, successors, and assigns have hereunto set their hands and seals in token of conveyance, delivery, and acceptance of property, assets, or other things of value, and the obligations and duties herein as imposed and expressed with explicit reservation of their Inherent and Unalienable Rights, their secured birthright, their claim of Superior Title to oneself, and their political status secured by the Constitution for the united states for America of 1787 (Article 4:2:1) and of the lesser Uniform Commercial Code (U.C.C.) with reservation of all of their Rights (§ 1-207 / 1-308) as the authorized representatives without liabilities of legal persons (§ 3-402 (a)), and in their private capacity reserved completely under the Common Law (§ 1-103.6):

**\_\_\_\_**First-Middle: Last**\_\_\_\_**

Grantor / Creator

**ACCEPTANCE**

The below-signed Executive Trustees do hereby affirm,

ordain, and sustain all of the aforementioned within the

declaration of this Private Trust. Witness their hand and seal.

By,

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  First-Middle: Last, Trustee | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Somebody-Else: Too, Trustee |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Third-Person: Maybe, Trustee

\*\*REMOVE IF NOT NEEDED\*\*

**JURAT**

Subscribed and sworn to before the below-signed witnesses.

Hold-harmless clause: Witnesses are not a party to the above Trust Indentures.

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Witness Printed Name

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Witness Printed Name