



# Legacy Will Kit™

**Protect What You've Built**

# TERMS OF USE

## PLEASE READ THESE TERMS OF USE CAREFULLY

**Agreement to Terms of Use.** As an accommodation to you, independent agents of American Income Life Insurance Company, Family Heritage Life Insurance Company of America, Globe Life And Accident Insurance Company, Globe Life Insurance Company of New York, Liberty National Life Insurance Company, National Income Life Insurance Company, and United American Insurance Company, (collectively, the "Company") have provided you with this will kit containing templates for forms to enable you to prepare a simple Will, Advance Health Care Directive or Living Will, and Durable Power of Attorney (the "Legacy Will Kit"), subject to these Terms of Use. The Legacy Will Kit is being provided to you free of charge. If you or any other party use the Legacy Will Kit for any purpose, including to prepare estate planning or other documents, you and such other party will be agreeing to the following Terms of Use by simply using the Legacy Will Kit or the forms or information contained in it. In addition, if you access the Legacy Will Kit Website, you will be required to affirmatively accept these Terms of Use before you access the Legacy Will Kit Website or use or download any of the forms or other materials that may be available from time to time from the Legacy Will Kit Website. If you do not affirmatively accept the Terms of Use on the Legacy Will Kit website, you will not be authorized to use any information or materials on the Legacy Will Kit Website.

**Company Not Providing Legal Advice.** You acknowledge that the Company and its affiliates, subsidiaries, officers, directors, employees or agents (each, a "Company Party," and collectively, the "Company Parties") are not licensed to practice law, cannot provide legal advice to you, and are not acting as your attorney in connection with the preparation or execution of any documents or the use of any materials or information provided in the Legacy Will Kit or otherwise. Use of this Legacy Will Kit will not create an attorney-client relationship or attorney-client privilege between you and the Company or any Company Party. This Legacy Will Kit contains general information that should not be construed as legal advice and is not a substitute for the advice or services of an attorney. You should have your own counsel review your estate planning or other documents prepared from the Legacy Will Kit for compliance with the applicable state law requirements and your intent.

**Binding Arbitration and Waiver of Right to Trial by Jury or to Participate in Class Action.** You hereby agree that if a dispute, claim or controversy arises between you and the Company or any Company Party in connection with or in any way related to this Legacy Will Kit, including the use of any of the estate planning or other forms or materials contained in the Legacy Will Kit, including the Legacy Will Kit Website, such dispute, claim or controversy will be submitted to and decided by binding arbitration rather than in a court of general jurisdiction. Arbitration is less formal than a lawsuit, uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery, and is subject to very limited review by the court. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE COMPANY OR ANY COMPANY PARTY ONLY IN AN ARBITRATION PROCEEDING AND ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR IN THE CAPACITY OF A PRIVATE ATTORNEY GENERAL. YOU FURTHER AGREE THAT ANY ARBITRATION OF DISPUTES BETWEEN YOU AND THE COMPANY OR ANY COMPANY PARTY WILL TAKE PLACE ON AN INDIVIDUAL BASIS AND CLASS ARBITRATIONS AND THAT CLASS ACTIONS ARE NOT PERMITTED. BY AGREEING TO SUBMIT THESE CLAIMS TO ARBITRATION, YOU ARE ALSO WAIVING YOUR RIGHT TO A JURY TRIAL.

The American Arbitration Association will conduct the arbitration of any such dispute, claim or controversy brought by you under its Commercial Arbitration Rules. Arbitration hearings will take place in McKinney, Texas. A single arbitrator will be appointed. Any award shall be final and binding upon the parties.

The types of disputes and claims referenced throughout these Terms of Use which you are agreeing to arbitrate are intended to be broadly interpreted and include, without limitation, (i) claims arising out of or relating to any aspect of

the relationship between the Company or any Company Party and you, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; and (ii) claims for the unauthorized practice of law, breach of warranty, breach of contract, malpractice, false advertising, unfair trade practices, sales techniques, unlawful tying agreement, unfair competition, antitrust, and any other potential claims that could be brought by you that are in any way associated with or related to this Legacy Will Kit, including your discussions with the Company or any Company Party about this Legacy Will Kit, or your use of the forms or any other information contained in the Legacy Will Kit, including the Legacy Will Kit Website.

**Federal Arbitration Act Controls.** Your agreement to arbitrate claims as provided herein evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of the arbitration provision. The arbitration provision contained herein will survive until the expiration of the statute of limitations on any claim that may be made by you as described herein.

**No Warranty.** This Legacy Will Kit is provided on an "as is" basis. To the fullest extent permitted by law, the Company expressly disclaims any warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. The Company makes no warranty that the Legacy Will Kit or the forms contained therein will (i) meet your particular needs or requirements; (ii) be error-free; (iii) be accurate or reliable; (iv) be of a quality that will meet your expectations; or (v) comply with the law of the state where you reside or where any of your estate planning documents may be executed.

**Limitation of Liability and Indemnification.** To the maximum extent allowed by law, you agree that you will hold the Company and Company Parties harmless from any claims, liability, damages, and/or costs (including but not limited to attorney's fees and costs) arising from any dispute, claim or controversy involving this Legacy Will Kit, including any third-party claims. To the maximum extent permitted by applicable law, the Company and the Company Parties will not be liable to you or any third party for any indirect, punitive, special, incidental, or consequential damage however they arise (including attorneys' fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action in contract, negligence, strict liability, fraud, misrepresentation or other tortious action, in any way arising out of or related to the Legacy Will Kit, including the forms or other materials provided to you whether from the Legacy Will Kit website or otherwise. To the maximum extent permitted by law, if there is liability found on the part of the Company or any Company Party involving or related in any way to the Legacy Will Kit or your use of the forms or information contained in the Legacy Will Kit, this brochure, the Legacy Will Kit website or otherwise, the total liability of the Company and Company Parties' liability will be limited to One Hundred Dollars (\$100.00). Under no circumstances will the Company or any Company Party be liable for any consequential or punitive damages.

**Acknowledgment and Binding Effect.**

BY USING THIS LEGACY WILL KIT, OR THE FORMS, OR OTHER INFORMATION , OR OTHER MATERIALS CONTAINED IN IT OR ON THE LEGACY WILL KIT WEBSITE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE. IF YOU ARE NOT IN AGREEMENT WITH THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO USE THIS WILL KIT, THE FORMS OR OTHER MATERIALS CONTAINED IN THIS LEGACY WILL KIT OR THE LEGACY WILL KIT WEBSITE.

The Company may elect to change or supplement these Terms of Use from time to time by updating the Terms of Use on the Legacy Will Kit Website. You agree that you will be bound by any changes made to the Terms of Use upon accessing the Legacy Will Kit Website or using the Legacy Will Kit at any time thereafter.

**Company Privacy Policies.**

By using the Legacy Will Kit, including this brochure, the forms, the information or other materials provided or available to you on the Legacy Will Kit Website, you are also agreeing to be bound by the Company Privacy Policies as posted from time to time on the Legacy Will Kit Website.



# LAST WILL AND TESTAMENT

## Will Form and Instructions

Disclaimer. The information provided by the Legacy Will Kit, including this will, is for illustrative purposes only. Neither the Company nor any Company Party is providing legal advice to you or acting as your attorney. You should contact an attorney to review your will and any other estate planning documents that you prepare using the Legacy Will Kit for compliance with applicable State law and to make sure the documents reflect your intentions. Remember that individual situations and estate planning needs differ, and the Legacy Will Kit and forms contained in it may not be suitable for your specific circumstances. The will provisions only govern the disposition of assets that become a part of your probate estate at your death. Assets held in joint tenancies or that are payable on death to a designated beneficiary pass to the surviving joint tenant or designated beneficiary outside of probate. Even if you have a will, your estate may still need to be probated.

## LAST WILL AND TESTAMENT

### Explanation

You must be an adult (18 in most states) and mentally competent to execute your will. Before signing, you should read your will in its entirety and have your lawyer review your will to make sure that it complies with the laws in your state and that it complies with your wishes. You should advise your attorney if you expect any family members to contest your will or other estate planning documents. You should sign your will in the presence of a notary public and at least two witnesses. The witnesses and notary public must watch you sign your will and must sign your will in your presence. The witnesses should not be related to you by blood, adoption or marriage nor should they be anyone who is designated as personal representative or as a beneficiaries under your will. You and the witnesses should provide identification such as a driver's license to the notary public.

Before signing your will, you should:

1. Ask all family members, persons named in the will, or persons having an interest in your estate, to leave the room and remain out of the room until you have fully and completely signed your will.
2. Request that the witnesses and the notary public stay in the room with you throughout the time you are signing your will and any other estate planning documents.
3. Initial each page of your will at the bottom.
4. In the presence of a notary public and a minimum of two witnesses (witnesses cannot be related to you or be a beneficiary of your estate) you should affirm that:
  - i. "This is my last will and testament."
  - ii. "I have read this, my last will and testament, and it clearly and accurately describes my intent with regard to the disposition of my property at my death and the matters contained therein."
  - iii. "I am over 18."
  - iv. "I am signing my will as a free and voluntary act and I am not under duress or constraint of any kind."
  - v. "I am requesting that the witnesses sign my will as witnesses to my will."

# LAST WILL AND TESTAMENT OF

\_\_\_\_\_  
Name of Testator

I, \_\_\_\_\_, the Testator, presently residing in \_\_\_\_\_  
Name of Testator County of Residence  
County, \_\_\_\_\_, and being of sound mind and memory, do hereby make, publish, and  
State of Residence  
declare this to be my Last Will and Testament (this "Will"), and do hereby revoke any and all other wills and/or codicils  
previously made by me. All references to this Will refer only to this Last Will and Testament.

## ARTICLE 1 IDENTIFICATION OF FAMILY

THE FOLLOWING SECTION WILL VARY DEPENDING ON YOUR FAMILY STATUS.

### 1.01 Marital Status and Children.

I declare that I am married and that my spouse's name is \_\_\_\_\_. Any references  
Spouse's Name  
herein to my spouse shall refer to \_\_\_\_\_.  
Spouse's Name

The names of my children and their birthdates are listed below:

_____ Child's Name	_____ Date of Birth	_____ Child's Name	_____ Date of Birth
_____ Child's Name	_____ Date of Birth	_____ Child's Name	_____ Date of Birth
_____ Child's Name	_____ Date of Birth	_____ Child's Name	_____ Date of Birth

I declare that I have no other children, either living or deceased. Unless otherwise specifically indicated to the contrary in this Will, any provision for my children refers to the above-named children and any children subsequently born to or adopted by me. Except as otherwise expressly provided herein, I intend to provide for all my children and their descendants, including any who may be hereafter born or adopted.

Notwithstanding the foregoing, I specifically, intentionally, and with full knowledge intend to omit and do hereby omit \_\_\_\_\_ from receiving any assets of my estate under this Will. For  
Name of Excluded Child or Descendant  
all purposes of this Will \_\_\_\_\_ and his/her descendants shall be deemed  
Name of Excluded Child or Descendant  
to have predeceased me and shall be entitled to take nothing under this Will.

## ARTICLE 2 PAYMENT OF DEBTS, TAXES AND EXPENSES

### 2.01 Payment of Debts.

I hereby direct that my Personal Representative pay all my just debts in accordance with state law (other than any debt secured by a mortgage on any real estate I own at my death), expenses of my last illness and funeral, taxes, and the expenses of administration of my estate out of my Residuary Estate (defined below), as the Personal Representative determines to be reasonable and appropriate for payment and in accordance with state law.

## ARTICLE 3 SPECIFIC BEQUESTS

USE THE FOLLOWING SECTION IF YOU WANT TO MAKE GIFTS OF SPECIFIC ASSETS TO CERTAIN INDIVIDUALS AT YOUR DEATH.

### 3.01 Specific Bequests to Family/Friends.

**NOTE:** If you are married and you want this gift to be made only if your spouse predeceases you, you should add the following language at the beginning of the first sentence: **"Provided my spouse does not survive me,"**.

I hereby give the following described assets of my estate to the persons designated by name below who survive me, provided that if any person designated below fails to survive me but leaves descendants who survive me, then the bequest to such deceased person shall instead be distributed to his or her then living descendants, per stirpes, and provided further that if any person designated below to receive a specific bequest predeceases me and has no descendants who survive me, then the bequest to such person shall lapse:

(a) I give \_\_\_\_\_ to \_\_\_\_\_ who resides  
Asset Name/Description Name of Beneficiary  
at \_\_\_\_\_ if he/she survives me.  
Beneficiary's Address

(b) I give \_\_\_\_\_ to \_\_\_\_\_ who resides  
Asset Name/Description Name of Beneficiary  
at \_\_\_\_\_ if he/she survives me.  
Beneficiary's Address

(c) I give \_\_\_\_\_ to \_\_\_\_\_ who resides  
Asset Name/Description Name of Beneficiary  
at \_\_\_\_\_ if he/she survives me.  
Beneficiary's Address

Use the following Section if you wish to make specific charitable bequests at your death.

### 3.02 Specific Charitable Bequests.

**NOTE:** If you are married and you want this gift to be made only if your spouse predeceases you, you should add the following language at the beginning of the first sentence: **"Provided my spouse does not survive me,"**.

I give, devise, and bequeath to \_\_\_\_\_, or if  
Name and Address of Charity  
\_\_\_\_\_ is not then in existence, then to its lawful successor,  
Name and Address of Charity  
if any, the sum of \$ \_\_\_\_\_ to be used as \_\_\_\_\_ determines.  
Dollar Amount Name of Charity

**NOTE:** if you prefer, you may want to require that this bequest be used for a specific charitable purpose. If so, you could add the requirements here, but you should first confirm these requirements are acceptable to the named charity.

Use the following section if you want to give digital assets such as any online accounts, anything stored on your computer, etc. to a specific person at your death.

### 3.03 Specific Bequests of Certain Digital Assets.

**NOTE:** If you are married and you want this gift to be made only if your spouse predeceases you, you should add the following language at the beginning of the first sentence: **"Provided my spouse does not survive me,"**.

I hereby give the following Digital Assets to the persons designated below who survive me, provided that if any person designated below fails to survive me, then the bequest to such person shall lapse:

(a) I give \_\_\_\_\_ to \_\_\_\_\_ who resides  
Asset Name/Description Name of Beneficiary  
at \_\_\_\_\_ if he/she survives me.  
Beneficiary's Address

(b) I give \_\_\_\_\_ to \_\_\_\_\_ who resides  
Asset Name/Description Name of Beneficiary  
at \_\_\_\_\_ if he/she survives me.  
Beneficiary's Address

(c) I give \_\_\_\_\_ to \_\_\_\_\_ who resides  
Asset Name/Description Name of Beneficiary  
at \_\_\_\_\_ if he/she survives me.  
Beneficiary's Address

Any remaining Digital Assets shall be distributed as a part of my residuary estate in accordance with the terms of this Will.

For purposes of this Will, the term "Digital Assets" shall include, but not be limited to, my sent and received emails, email accounts, digital music, digital photographs, digital videos, software licenses, social-networking accounts, file-sharing accounts, financial accounts, domain registrations, blogs, listservs, web-hosting accounts, tax preparation service accounts, and any other electronically stored digital assets.

Use the following Section 3.04 to make a specific bequest of cash to provide for the care of your pets after your death.

### 3.04 Pet Caregiver Funds.

I give to the individual designated in ARTICLE 7 hereof as the caregiver of my pets (the "Pet Caregiver") or any successor Pet Caregiver appointed by my Personal Representative as provided in ARTICLE 7, if any, the sum of \$\_\_\_\_\_ in cash to be used to provide for the health and safety of my pets during their lifetime(s) to maintain them in their accustomed manner of living while I was alive as the Pet Caregiver determines. The Pet Caregiver may retain any monies not used for this purpose which is remaining upon the death of my pets as his or her sole property. If there is no Pet Caregiver appointed in ARTICLE 7 hereof that is willing and able to care for my pets, then this specific gift shall lapse and the cash otherwise distributable hereunder shall be added to the residue of my estate to be distributed pursuant to the terms of ARTICLE 4 below.

Use the following Section 3.05 to make a specific bequest of your personal effects and tangible personal property (other than any asset described in the above Sections) to your spouse and if your spouse is deceased, to your children. This Section varies depending on your family status.

### 3.05 Bequest of Personal Effects.

If my spouse, \_\_\_\_\_ survives me, I hereby give and bequeath to my spouse all of my jewelry, clothing, automobiles, furniture, and any other property intended for personal or household use (hereinafter "Personal Effects"). In the event my spouse predeceases me, then I hereby give and bequeath the following Personal Effects described below to the persons designated below who survive me, provided that if any person designated below fails to survive me but leaves descendants who survive me, then the bequest to such deceased person shall lapse:

(a) I give \_\_\_\_\_ to \_\_\_\_\_ who resides  
Asset Name/Description Name of Beneficiary  
at \_\_\_\_\_ if he/she survives me.  
Beneficiary's Address



(b) I give \_\_\_\_\_ to \_\_\_\_\_ who resides  
Asset Name/Description Name of Beneficiary  
at \_\_\_\_\_ if he/she survives me.  
Beneficiary's Address

(c) I give \_\_\_\_\_ to \_\_\_\_\_ who resides  
Asset Name/Description Name of Beneficiary  
at \_\_\_\_\_ if he/she survives me.  
Beneficiary's Address

I give all remaining Personal Effects to my living children to be divided among them in equal shares as they agree, or if my children do not reach an agreement as to the division of my Personal Effects within ninety (90) days after my death, then equally among them as my Personal Representative shall determine.

## ARTICLE 4 RESIDUE

*THE FOLLOWING SECTION 4.01 IS USED FOR A MARRIED TESTATOR WHO WISHES TO LEAVE THE ENTIRE ESTATE (LESS ANY SPECIFIC BEQUESTS, IF APPLICABLE) TO HIS OR HER SURVIVING SPOUSE, OR IF NONE, THEN TO THE TESTATOR'S THEN LIVING CHILDREN OR THEIR DESCENDANTS. THIS PROVISION WILL NEED TO BE REVISED TO FIT THE SITUATION.*

### 4.01 Bequest of Residuary Estate.

I give all of the rest, residue, and remainder of my estate, being all property, real or personal, tangible or intangible, wherever situated, in which I may have any interest at the time of my death, and including any lapsed bequests or legacies, but not including any property over which I may have a power of appointment remaining after the funding of all my specific bequests and the payment of all expenses of my last illness, claims against my estate which are then due and taxes (my "Residuary Estate"), outright and free of trust to my spouse, \_\_\_\_\_, if my spouse survives me.  
Name of Spouse

In the event my spouse, \_\_\_\_\_, does not survive me but I have  
Name of Spouse  
descendants who survive me, then my Personal Representative shall divide my Residuary Estate into equal shares to create one equal share for each of my children who survive me; provided that if a child of mine does not survive me but has descendants who survive me, then the share of my Residuary Estate that otherwise would have been distributable to such deceased child if such deceased child had survived me shall instead be distributed per stirpes outright and free of trust to the then living descendants of such deceased child; and provided further that if any descendant of mine is under the age of twenty-one (21) years at my death, then any share of my estate distributable to such descendant shall instead be held in a trust or custodial account for such descendant as my Personal Representative determines pursuant to the provisions of ARTICLE 9 below.

In the event I am not married and have no then living children at my death, my Personal Representative shall distribute my Residuary Estate to the following individuals in the percentages shown below.

(a) \_\_\_\_\_ % to \_\_\_\_\_ ;  
Percent of Estate Beneficiary Name

(b) \_\_\_\_\_ % to \_\_\_\_\_ ;  
Percent of Estate Beneficiary Name

(c) \_\_\_\_\_ % to \_\_\_\_\_ ;  
Percent of Estate Beneficiary Name

(d) \_\_\_\_\_ % to \_\_\_\_\_ ;  
Percent of Estate Beneficiary Name

If any beneficiary listed in this Section does not survive me, my Personal Representative shall instead distribute the deceased beneficiary's share outright, free of trust, and per stirpes to the deceased beneficiary's then living descendants, or if none, then proportionately to the other beneficiary(ies) described in this Section who survive me.

#### **4.02 Contingent Beneficiaries.**

If upon my death or at any time thereafter, there is no person then living who is designated to receive any portion or all of my estate and this Will does not provide for any other disposition of such portion or all of my estate, then such remaining portion or all of my estate, as the case may be, shall be distributed to my heirs-at-law in the manner and proportions as determined under the laws of intestate succession of the state of my domicile at my death.

## **ARTICLE 5 PERSONAL REPRESENTATIVE**

*THE FOLLOWING SECTION IS FOR A MARRIED COUPLE THAT ELECTS TO APPOINT HIS/HER SPOUSE AS PERSONAL REPRESENTATIVE OF HIS/HER ESTATE. IF THE SPOUSE CANNOT SERVE, THEN THE SURVIVING CHILDREN ARE APPOINTED AS CO-PERSONAL REPRESENTATIVES. THE PERSONAL REPRESENTATIVE IS THE PERSON GIVEN AUTHORITY BY THE COURT TO ADMINISTER THE ESTATE AFTER THE DEATH OF THE TESTATOR. IF YOU ARE A SINGLE PERSON OR HAVE NO CHILDREN, THIS SECTION 5.01 WILL NEED TO BE REVISED.*

#### **5.01 Nomination of Personal Representative.**

I nominate my spouse, \_\_\_\_\_, as Personal Representative of my estate. If for any reason my spouse, \_\_\_\_\_, is unwilling or unable to act as Personal Representative hereunder, then I nominate those of my children who are then living and not disabled to serve as successor Co-Personal Representatives, or as successor sole Personal Representative, as the case may be. If there are two Co-Personal Representatives serving as such, they will be required to act unanimously. If there are more than two Personal Representatives serving as such, they will act by a majority vote.

#### **5.02 Powers of Personal Representative to Administer Estate.**

My Personal Representative shall have broad discretion in the administration of my estate to exercise all of the powers permitted to be exercised by a Personal Representative under state law and to take any action as he or she deems necessary or advisable and in the best interest of my estate and the beneficiaries thereof, without court supervision and approval to the extent provided by law. In addition to other powers and authority granted to the Personal Representative by law, the Personal Representative shall have the power to identify, gather, value, secure, manage, invest, sell, (with or without notice, at public or private sale), and distribute estate assets, whether real or personal, tangible or intangible; maintain records to settle and wind up personal and business affairs; continue the operation of or sell or liquidate any business belonging to my estate; pay just debts; file necessary tax returns and make tax elections; borrow money; redirect mail; cancel services; establish estate bank and brokerage accounts; manage, distribute, and/or terminate my Digital Assets, including accessing, downloading, and backing up Digital Assets, converting my file formats, accessing any and all devices as necessary to manage Digital Assets, and clearing computer caches and deleting files; employ counsel or other agents, including investment advisors; make, execute and deliver instruments and enter into agreements binding my estate; and to do all things and take such other actions as my Personal Representative determines to be necessary or appropriate to fulfill the duties of Personal Representative or to carry out my wishes as set forth in this Will.

#### **5.03 Waiver of Bond.**

No bond or security shall be required of any Personal Representative wherever or whenever acting. If permitted by law and if not inconsistent with the best interests of the beneficiaries as determined by my Personal Representative, the administration of my estate shall be independent of the supervision of any court.

**5.04 Personal Representative Fees.**

My Personal Representative shall be entitled to reasonable fees (which shall not necessarily be the same as my Personal Representative would be entitled to receive in the absence of this provision) commensurate with the Personal Representative’s duties and responsibilities, taking into consideration the value and nature of my estate and the time and work involved.

**ARTICLE 6  
GUARDIAN FOR MINOR CHILDREN**

*THE FOLLOWING SECTION APPLIES TO ANY TESTATOR WHO IS MARRIED AND HAS CHILDREN UNDER THE AGE OF 18.*

**6.01 Appointment of Guardian and Conservator.**

If my spouse, \_\_\_\_\_, predeceases me or does not effectively designate a  
Name of Spouse  
guardian of the person or of the estate of my minor children, then I name \_\_\_\_\_  
Guardian  
as guardian of the person and, if necessary, as guardian of the estate of my children during their respective minorities. In  
the event \_\_\_\_\_ is unable or unwilling to act as guardian hereunder, then I name  
Guardian  
\_\_\_\_\_ as guardian of the person, and, if necessary, as guardian of the estate of  
Successor Guardian  
my children during their respective minorities.

**ARTICLE 7  
NOMINATION OF PET CAREGIVER**

*USE THE FOLLOWING ARTICLE IF YOU WISH TO DESIGNATE SOMEONE TO CARE FOR YOUR PETS.*

**7.01 Pet Caregiver.**

In the event that my pet(s) shall survive me, I designate and appoint \_\_\_\_\_  
Name of Person you are Appointing as the Caregiver of your Pets  
as the Pet Caregiver of my pets. In the event \_\_\_\_\_ is unable or  
Name of Person you are Appointing as the Caregiver of your Pets  
unwilling to care for my pets following my death, then my Personal Representative will have the sole and exclusive right  
to designate a successor Pet Caregiver, who may be any individual, to receive my pets provided such person agrees to  
keep and care for my pets, or my Personal Representative may surrender my pet(s) to the local Humane Society or similar  
charitable organization to be placed in an appropriate home.

**ARTICLE 8  
SPECIAL DIRECTIVES**

*HERE YOU MAY WISH TO INCLUDE ANY SPECIAL DIRECTIVES AND LAST WISHES, INCLUDING YOUR DESIRES REGARDING YOUR BURIAL INSTRUCTIONS.*

**8.01 Special Provisions.**

I hereby state that in addition to the directives as set forth in this Will, it is my desire and wish to include the following special directives and last wishes:

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

# ARTICLE 9 MISCELLANEOUS PROVISIONS

## 9.01 Trust or Custodial Account for Minor Beneficiary.

Any assets distributable from my estate to a person who has not reached the age of twenty-one (21) years as of the date of distribution shall immediately vest in such person, but my Personal Representative shall either, in my Personal Representative's sole discretion, (a) distribute the assets to a custodian selected by my Personal Representative under a Uniform Transfers to Minors Act or similar applicable law to be held for the benefit of such person, or (b) retain possession of the asset(s) as trustee for such person in a separate trust, paying to or for the benefit of such person so much or all of the net income and principal of such trust as the Personal Representative deems necessary or advisable from time to time for such person's health, education, maintenance in reasonable comfort, and support, adding to principal any income not so paid, and distributing the remaining principal to such person when he or she reaches the age of twenty-one (21) years or to the estate of such person if he or she dies before receiving the principal in full. The Personal Representative, or if none, then the surviving parent of my minor children, may appoint, designate or remove any trustee or successor trustee of any trust or the custodian of any custodial account created for a beneficiary hereunder by a writing signed by the Personal Representative or parent, as the case may be. The trustee acting hereunder shall have all the powers granted a trustee under the laws of the state where I am domiciled at my death.

## 9.02 Survivorship.

If any beneficiary is required to have survived me to take any portion of my estate, such beneficiary must survive me by at least thirty (30) days in order to take.

IN WITNESS WHEREOF, I have signed this Will on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and have also written my name on the \_\_\_\_\_ pages hereof, including the page containing the self-proving provision.

Day Month Year

Number of Pages of this Will

\_\_\_\_\_  
Name of Testator

## ATTESTATION

We saw the said Testator in our presence sign the foregoing instrument at its end, after writing or initialing his/her name on the \_\_\_\_\_ pages thereof, and on the pages containing the attestation and the self-proving provision; he/she then declared it to be his/her Last Will and Testament and requested us to act as witnesses to it; we believed him/her to be eighteen years or age or older, of sound mind and memory and not under duress or constraint of any kind; and then we, in his/her presence and in the presence of each other, signed our names as attesting witnesses; all of which was done on the date last above written in said instrument.

Number of Pages of this Will

### Witness

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

### Place of Residence

\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Phone Number  
  
\_\_\_\_\_  
Email Address  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Phone Number  
  
\_\_\_\_\_  
Email Address

# SELF PROVING AFFIDAVIT

STATE OF \_\_\_\_\_ )

) SS:

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

Before me, the undersigned authority, on this day personally appeared the Testator, \_\_\_\_\_, Name of Testator  
who is personally known to me or who has produced \_\_\_\_\_ as identification, and Driver's License, Passport, Birth Certificate, etc.  
the witnesses, \_\_\_\_\_, Witness No. 1, who is personally known to me or who has produced \_\_\_\_\_ as identification, and \_\_\_\_\_, Witness No. 2, who is Driver's License, Passport, Birth Certificate, etc.  
personally known to me or who has produced \_\_\_\_\_ as identification, known Driver's License, Passport, Birth Certificate, etc.  
to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed and foregoing instrument in their respective capacities, and all of said persons being by me first duly sworn, said Testator declared to me and to the said witnesses in my presence that said instrument is his/her Last Will and Testament, and that he/she had willingly made and executed it (or willingly directed another to sign for him/her) as his/her free and voluntary act and deed for the purposes therein expressed; and the said witnesses, each on his or her oath, stated to me in the presence and hearing of the said Testator that the said Testator had declared to them that said instrument is his/her Last Will and Testament, and that he/she executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further they did sign the same as witnesses in the presence of the said Testator and at his/her request and that said Testator was at that time eighteen years of age or over and was of sound mind.

\_\_\_\_\_  
Name of Testator

\_\_\_\_\_  
Witness No. 1

\_\_\_\_\_  
Witness No. 2

Subscribed and acknowledged before me by the said \_\_\_\_\_, Name of Testator, Testator, and  
subscribed and sworn before me by \_\_\_\_\_ Witness No. 1 and \_\_\_\_\_ Witness No. 2,  
the said witnesses, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Year.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Comission Expiration

\_\_\_\_\_  
Comission Number

# Notes

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Help your friends and family protect the legacies they plan to leave their loved ones. Encourage them to complete their own Will Kit at [LegacyWillKit.com/refer](https://LegacyWillKit.com/refer).



# Additional Estate Planning Documents are Available at **No Cost** to You!



## Durable Power of Attorney

A Power of Attorney allows you to appoint a person or organization to manage your property, financial, or medical affairs if you become unable to do so. With the addition of a durability provision, the Power of Attorney remains valid even if you become mentally incompetent due to illness or accident.



## Advance Directive for Health Care

An Advance Directive for Health Care allows you to designate a person to make healthcare decisions on your behalf if you become incapable of doing so.

## Download Today:

- 1** Visit [LegacyWillKit.com/forms](https://LegacyWillKit.com/forms)
- 2** Select Your **State and the Document**
- 3** Click **Download**

Durable Power of Attorney and Advance Directive for Health Care documents specific to your state are available at no cost to you!

After download, you can print documents and fill out by hand. Because handwritten notes can sometimes be difficult to read, we recommend you fill out highlighted fields using your computer before printing. Once done, save the file to your computer, print it, and have it witnessed and notarized.

**Note:** Fields are highlighted for your convenience only. Shading will not appear on the printed version.