

LEGALDRAFT

Florida Revocable Living Trust

The Master Agreement · Complete Fillable Kit

Written to Fla. Stat. §§ 736.0402, 736.0403(2)(b), 736.0602, 736.0816, 736.1017

LegalDraft™ · Florida template by LegalDraft Technologies LLC

A complete Florida revocable living trust at full drafting depth — lifetime rights, a physician-certificate incapacity regime, death administration, separate-share and young-beneficiary trusts, spendthrift, a full trustee-powers article, succession, situs, the homestead article, Schedule A, the statutory Certification of Trust, and the Funding Guide. Complete the Information Schedule once; entries flow everywhere automatically.

Because this trust disposes of property at death, Florida law requires WILL formalities for validity: the settlor signs before two witnesses, all present together (§ 736.0403(2)(b) with § 732.502). Notarization is included for recording and acceptance.

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This cover is an informational page and is not part of the signed document, schedules, worksheets, or signature pages.



Start Here

The complete Florida revocable trust packet — agreement, Schedule A, certification, funding guide, and execution pages.
Interior pages are clean; what you sign never advertises.

01 Complete the Information Schedule

One set of entries flows through the Trust Agreement, the Certification of Trust, and the execution pages.

02 Read every article

The wording is the locked master — complete drafting, with your facts in the blanks. The trust only says what you make it say: review the finished text.

03 Execute with WILL formalities

Because this trust disposes of property at your death, Florida makes the two-witness will execution a VALIDITY requirement — s. 736.0403(2)(b) with s. 732.502. Sign before two witnesses present together, and notarize.

04 FUND the trust

Schedule A + the Funding Guide: retitle accounts and property to yourself as trustee. An unfunded trust exists, but it controls nothing — funding is what gives it force.

05 Keep the Certification handy

Banks ask for it — it proves the trust and your authority without handing anyone the whole agreement. s. 736.1017, Fla. Stat.

Information Schedule

Complete these fields once — your entries flow into the rest of the packet automatically.

Complete every field that applies. Entries flow through the Trust Agreement, the Certification, and the execution pages automatically. The Schedule of Trust Property (Schedule A) is part of this packet — funding the trust is what makes it operate.

YOU (THE SETTLOR — ALSO YOUR OWN FIRST TRUSTEE)

Full legal name _____

County of residence (Florida) _____ Marital status _____

Spouse's full legal name (if married) _____

Children (full legal names and birth years — ALL children)

Name of this trust (commonly: "The [Your Name] Revocable Living Trust") _____

SUCCESSOR TRUSTEES (AFTER YOU)

First successor trustee — name _____

Second successor trustee — name _____

Third successor trustee — name _____

BENEFICIARIES AT YOUR DEATH

Primary beneficiary(ies) _____

Alternate beneficiary(ies) _____

Age at which a young beneficiary's share distributes outright (commonly 25 or 30) _____

TRUST PROTECTOR (OPTIONAL — A POWERFUL MODERN SAFEGUARD; LEAVE

Trust protector — name (an individual you trust who is NOT a trustee) _____

Successor trust protector — name _____

SPECIFIC GIFTS AT YOUR DEATH (OPTIONAL — UP TO THREE)

Gift 1 — property _____

Gift 1 — to _____ alternate _____

Gift 2 — property _____

Gift 2 — to _____ alternate _____

Gift 3 — property _____

Gift 3 — to _____ alternate _____

SAMPLE
FICTIONAL INFORMATION

DO NOT SIGN OR FILE

Revocable Living Trust Agreement

known as

This Trust Agreement is made by the person identified in the Information Schedule as the Settlor (“I,” “me,” the “Settlor”), a Florida resident, who declares and agrees with myself as initial Trustee as follows. This trust is created under, governed by, and to be administered under the Florida Trust Code, ch. 736, Fla. Stat.

ARTICLE I — NAME; DECLARATION; FUNDING

1.1 Name. This trust shall be known by the name set out in the Information Schedule, and title to trust property may be taken in that name, in my name as trustee, or in any successor trustee’s name as trustee.

1.2 Declaration. I hereby transfer to the trustee, and declare that I hold as trustee, the property listed on Schedule A and all other property hereafter conveyed, assigned, devised, or otherwise transferred to the trustee of this trust (together, the “trust estate”), to be held on the terms of this Agreement.

1.3 Additions. I, or any other person, may make additions to this trust in the form of money, real property, insurance policies, or other property of any kind, at any time, by gift, bequest, devise, beneficiary designation, or lifetime transfer to the trustee, and if so added the proceeds of such additions shall be held in trust and administered in accordance with this instrument. The trustee is specifically empowered to accept additions of any of my assets from any person holding a valid power of attorney executed by me, or from any other person.

ARTICLE II — RIGHTS I KEEP WHILE LIVING

2.1 Revocation and amendment. I may revoke or amend this trust, in whole or in part, at any time while living and competent, by a signed writing delivered to the trustee (and by any other method s. 736.0602, Fla. Stat., permits). Any amendment with testamentary effect shall be executed with the same formalities as this Agreement; each amendment should be numbered consecutively and dated, and shall identify this trust by its name and original date. On complete revocation the trustee shall deliver the trust estate as I direct. This power is personal to me and may also be exercised on my behalf only as that statute allows.

2.2 Income and principal. While I am living and not incapacitated, the trustee shall pay to me, or as I direct, all net income and any principal I request, and may pay any amount the trustee determines advisable for my health, maintenance, support, and general welfare — my written direction controlling in every case. While I serve as trustee, I deal with the trust estate as freely as I could with property owned outright.

2.3 Rights of others. While I am living, no beneficiary other than I has any enforceable right in the trust, and the trustee’s duties run exclusively to me (s. 736.0603, Fla. Stat.).

Initials _____

ARTICLE III — IF I BECOME INCAPACITATED

3.1 Determination. I am “incapacitated” when (a) a court so determines, or (b) my attending physician and one other licensed physician who has examined me certify in writing that I am unable to manage my property. I am restored to capacity when a court so determines or my attending physician so certifies in writing. The successor trustee may rely conclusively on such certificates.

3.2 Administration during incapacity. During my incapacity the successor trustee shall apply so much of the income and principal as the trustee determines advisable for (first) my health, maintenance, support, comfort, and quality of life in my accustomed manner, and (second) the reasonable needs of any person I am legally obligated to support or was actually supporting, preferring in every case my needs. The trustee shall cooperate with my agent under any durable power of attorney and with my health care surrogate, and may pay them reasonable amounts for my benefit.

3.3 Purpose. This Article is intended to make a guardianship of my property unnecessary, and I request any court asked to appoint a guardian to defer to this trust and to my named fiduciaries.

ARTICLE IV — AT MY DEATH: EXPENSES, TAXES, AND COORDINATION

4.1 Payments. After my death the trustee may pay, or advance to my personal representative for payment, my enforceable debts, funeral and last-illness expenses, expenses of administering my estate and this trust, and death taxes apportioned as s. 733.817, Fla. Stat., provides, all without requiring court authorization; provided the trustee shall not pay from assets exempt from creditor claims any obligation those assets need not bear, and shall honor the priorities and limits of s. 736.05053, Fla. Stat.

4.2 Notice of trust. The trustee shall file the notice of trust Florida requires (s. 736.05055, Fla. Stat.) upon my death and shall coordinate with my personal representative in every matter of common concern.

Initials _____

ARTICLE V — SPECIFIC GIFTS AT MY DEATH

Upon my death the trustee shall distribute the following specific gifts, if any are set out in the Information Schedule. Each gift passes to the named recipient if living on the thirtieth day after my death; if not, to the named alternate then living; and otherwise lapses into the trust residuary. Gifts pass subject to encumbrances, without exoneration.

Gift 1: property _____

to _____ alternate _____

Gift 2: property _____

to _____ alternate _____

Gift 3: property _____

to _____ alternate _____

ARTICLE VI — RESIDUARY TRUST ESTATE

6.1 Division. The trustee shall distribute the remaining trust estate to the primary beneficiary(ies) named in the Information Schedule, in equal shares if more than one, per stirpes as to any named beneficiary who fails to survive me leaving descendants; if no primary beneficiary (or descendant taking per stirpes) survives me, to the alternate beneficiary(ies) so named on the same terms; and if none survives, one-half to my heirs at law and one-half to my spouse's heirs at law, each determined under Florida intestacy law as of my death.

6.2 Young-beneficiary trusts. Any share for a beneficiary under the age set in the Information Schedule (or 25 if blank) — and any share for a beneficiary the trustee reasonably believes incapacitated — is retained in a separate trust: the trustee shall distribute income and principal as advisable for the beneficiary's health, education, maintenance, and support; on the beneficiary's reaching the stated age (or capacity being restored) the trust terminates outright; and if the beneficiary dies first, the remainder passes to the beneficiary's descendants per stirpes, otherwise per Article 6.1.

6.3 Spendthrift. To the fullest extent of s. 736.0502, Fla. Stat., the interest of each beneficiary in income or principal shall be free from the control or interference of any creditor of such beneficiary, of any spouse of a married beneficiary, and of any parent of a child beneficiary; no beneficial interest under this trust may be voluntarily or involuntarily transferred, anticipated, assigned, or encumbered before actual distribution, and no creditor or assignee may compel one. This provision does not limit my own rights while the trust is revocable.

6.4 "Per stirpes" defined. "Per stirpes" means that method of distribution pursuant to which a class or group of distributees take by right of representation through a deceased ancestor, a share to which such ancestor would have been entitled had the ancestor not been deceased. If, for example, distribution is to be made per stirpes to a specified person, and said person is deceased but is survived by children, then the share which would otherwise have been distributable to such deceased person had that person been living shall be divided equally among the children of such deceased person; and if any of those children is also deceased leaving children, the deceased child's share shall in turn be divided equally among that child's children, so that each line of descent receives by representation the share its deceased ancestor would have received if living.

Initials _____

ARTICLE VII — TRUSTEES

7.1 Succession. I serve as initial trustee. On my death, incapacity, resignation, or removal, the successors named in the Information Schedule serve in the order listed, each acting alone. If none named can serve, a majority of the adult, competent income beneficiaries may appoint a successor (who may not be a beneficiary's creditor and need not be a Florida resident); s. 736.0704, Fla. Stat., fills any remaining vacancy.

7.2 Resignation; removal. A trustee may resign on thirty days' written notice to me (or, after my death, to the qualified beneficiaries). While I am living I may remove and replace any trustee at will; after my death the beneficiaries' remedies are those the Florida Trust Code provides.

7.3 No bond; compensation; exculpation. No trustee shall be required to give bond. A trustee is entitled to reasonable compensation (s. 736.0708, Fla. Stat.) and expense reimbursement. No individual trustee acting in good faith is liable except for breach committed in bad faith or with reckless indifference — the limits of s. 736.1011, Fla. Stat., apply to this exculpation.

7.4 Accountings. The trustee shall inform and account to the persons, at the times, and to the extent the Florida Trust Code requires (including s. 736.0813); while I am living and competent, accounting to me alone fully discharges the duty.

7.5 Predecessor fiduciaries. No successor trustee shall be liable for the acts or omissions of any predecessor fiduciary, nor shall a successor trustee have any duty to examine the acts, accounts, or records of any predecessor fiduciary. A successor trustee may accept the assets tendered and the accounts rendered by or on behalf of the predecessor as a full and complete discharge of the predecessor without incurring any liability for so doing. A departing trustee shall transfer and deliver the trust estate then held to the successor, and upon delivery shall have full acquittance for all assets so delivered; nothing in this section prevents any beneficiary from seeking an accounting as the Florida Trust Code allows.

7.6 Persons dealing with the trustee. No person dealing with the trustee shall be obligated to see to the application of any funds, securities, or other property paid or delivered to the trustee, or to inquire into the expediency or propriety of any transaction or the authority of the trustee to enter into and consummate it upon such terms as the trustee deems advisable; and s. 736.1016, Fla. Stat., protects any person acting on the trustee's direction in good faith.

ARTICLE VIII — TRUSTEE POWERS

The trustee has every power the Florida Trust Code grants — including each specific power of s. 736.0816, Fla. Stat., which I incorporate by reference — and every power an individual owner has over owned property, exercisable without court approval, including expressly the powers:

- To retain, acquire, sell, exchange, partition, improve, lease (beyond any trust term), mortgage, and grant options on real and personal property of every kind;
- To invest and reinvest without restriction to fiduciary-authorized investments, to hold assets unproductive of income, and to hold property in nominee or street name;
- To operate, incorporate, reorganize, liquidate, or sell any business interest; to vote securities and grant proxies; to participate in mergers and exercise subscription rights;
- To borrow from any lender (including a trustee individually), lend on adequate security, guarantee for adequate consideration, and encumber trust property;

- To employ attorneys, accountants, investment advisers, custodians, and agents, delegate as s. 736.0807 permits, and pay them from the trust;
- To settle, arbitrate, prosecute, defend, or abandon claims; to pay taxes and expenses of administration;
- To allocate receipts and disbursements between income and principal under the Florida Uniform Principal and Income Act, and to make s. 738-permitted adjustments;
- To distribute in cash or in kind (without pro-rata asset allocation), the trustee's good-faith date-of-distribution valuations binding all beneficiaries;
- To make distributions for a minor or incapacitated beneficiary to the beneficiary, a parent or guardian, a UTMA custodian the trustee selects, or by direct application for the beneficiary's benefit;
- To access and control digital assets and electronic-communication content under ch. 740, Fla. Stat., this Article being my s. 740.003 consent;
- To merge any trust hereunder with any substantially similar trust for the same beneficiaries, and to terminate any trust the trustee determines uneconomic to administer (s. 736.0414), distributing it for the beneficiaries' benefit;
- If the trust estate at any time includes stock of an S corporation: to make, revoke, or refrain from any election available under the Internal Revenue Code (including a qualified subchapter S trust election under IRC § 1361(d) or an electing small business trust election under IRC § 1361(e)); to divide any trust hereunder into one or more separate trusts each qualifying to hold such stock; and to that end any power or provision of this Agreement that would otherwise disqualify a trust as an eligible S-corporation shareholder is automatically limited or suspended to the extent of the disqualification while such stock is held;
- To execute and deliver every instrument and do every further act advisable to administer the trust estate.

Initials _____

ARTICLE IX — ADMINISTRATIVE PROVISIONS

9.1 Governing law; situs. Florida law governs the validity, construction, and administration of this trust. The trustee may change the place of administration when advisable, but Florida law continues to govern validity and construction.

9.2 Limit on duration. Every interest under this Agreement, unless sooner vested or terminated, shall vest no later than the period Florida's rule against perpetuities permits for trusts created at the date of this Agreement (s. 689.225, Fla. Stat.), measured from that date; any interest that would vest later vests instead on the last permissible day, in the persons then entitled to income.

9.3 Homestead. If my Florida homestead becomes trust property, I reserve for myself the present possessory right to use and occupy it as my residence for life, intending it to remain my homestead for every constitutional and tax purpose; and I acknowledge that if I am survived by a spouse or minor child, Florida law (including s. 736.1109, Fla. Stat.) controls its devise and descent notwithstanding any contrary term of this trust.

9.4 Certification. Third parties may rely on the Certification of Trust included in this packet (s. 736.1017, Fla. Stat.) and need not review this Agreement; any person acting in good faith on the trustee's certification is fully protected.

9.5 Severability; captions. An invalid provision is severed and the remainder operates; captions are for convenience only.

Initials _____

ARTICLE X — TRUST PROTECTOR (OPTIONAL OFFICE)

10.1 Office; activation. This Article operates only if a trust protector is named in the Information Schedule. The trust protector serves without bond and is a “trust director” under the Florida Uniform Directed Trust Act, part XIV of ch. 736, Fla. Stat.; the trustee’s duties as to any matter within the protector’s powers are those of a directed trustee under s. 736.1410, Fla. Stat. No trustee may serve simultaneously as trust protector.

10.2 Powers. The trust protector may, by signed writing delivered to the trustee: (a) correct any ambiguity or manifest scrivener’s error in this Agreement that might otherwise require construction or reformation by a court, and any such correcting amendment is binding and conclusive on all persons interested in the trust; (b) settle any dispute concerning the interpretation of any provision of this Agreement that arises as a result of any perceived ambiguity; (c) remove any trustee, with or without cause, and appoint any successor trustee consistent with Article VII; (d) amend the administrative (never the dispositive) provisions of this Agreement to respond to changes in law affecting the trust’s administration or tax treatment; and (e) decline to act, in the protector’s sole discretion, as to any of the foregoing.

10.3 Standard of liability. The trust protector acts in a fiduciary capacity but shall be liable only as s. 736.1409, Fla. Stat., provides — for the protector’s own willful misconduct — and no claim may be maintained against the trust protector unless the protector is proven by clear and convincing evidence to have acted in bad faith. The protector has no duty to monitor the trustee, the trust, or the beneficiaries, and no duty to act at any particular time or at all; the protector shall not be liable for any consequence of amending or of not amending this Agreement.

10.4 Inquiry before claims. Before commencing any proceeding against the trustee based on information supplied to or determinations made by the trust protector, an interested person must first make a reasonable inquiry and seek any information that reasonably bears upon the existence of instances of substantial malfeasance; this section states a condition of suit, not an exculpation.

10.5 Succession; vacancy. On the named protector’s death, incapacity, resignation (by thirty days’ written notice to the trustee), or inability to act, the successor protector named in the Information Schedule serves; if none can serve, the office lapses unless a majority of the adult, competent qualified beneficiaries appoint a successor who is not a trustee, a beneficiary, or a related or subordinate party to any trustee or beneficiary.

Initials _____

EXECUTION

IN WITNESS WHEREOF, I sign this Trust Agreement as Settlor and as initial Trustee on the date below. Because this trust disposes of property at death, Florida law requires it to be executed with the formalities of a will — my signature and two witnesses, all signing in one another's presence (s. 736.0403(2)(b) with s. 732.502, Fla. Stat.). This is a validity requirement, not a recommendation. Notarization is included so the instrument is acknowledgment-ready for recording and third parties.

Date signed _____ County where signed _____

Settlor and initial Trustee — sign before BOTH witnesses

Settlor — print name _____

Signed, published, and declared by the Settlor as the Settlor's Trust Agreement in our presence, and signed by us as witnesses in the Settlor's presence and in the presence of each other.

Witness 1 — signature

Witness 1 — print name _____ Address _____

Witness 2 — signature

Witness 2 — print name _____ Address _____

NOTARY CERTIFICATE

STATE OF FLORIDA

COUNTY OF _____

Acknowledged and subscribed before me by the principal signer named below, and sworn to and subscribed before me by each witness named above, by means of the method indicated below, each being personally known to me or having produced the identification listed (see s. 117.05(5)(b)2., Fla. Stat.).

Physical presence

Online notarization

Name(s) of signer(s) _____

Identification produced (or 'personally known') _____ Date _____

Signature of Notary Public — State of Florida

Print, type, or stamp commissioned name of Notary Public _____

My commission expires _____

Schedule A – Trust Property

Part of the Trust Agreement · initial funding and later additions

The following property is held under the Trust Agreement. Listing property here EVIDENCES the transfer; titled assets (real estate, accounts, vehicles) still require retitling with the institution or a recorded deed — the Funding Guide walks through each class.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Settlor/Trustee signature date _____

Settlor initials _____

General Assignment to Trustee

The funding instrument for untitled property — signs tangible personal property into the trust

I, the Settlor named in the Trust Agreement, hereby transfer, assign, and convey to the trustee of the trust named in the Information Schedule, to hold under the Trust Agreement, all of my right, title, and interest in and to all of my tangible personal property not otherwise disposed of by specific gift or held by title or beneficiary designation — including household furnishings, furniture, books, art, collections, jewelry, clothing, and personal effects, wherever located — together with any insurance policies on such property. This assignment is effective on signing; property acquired later is covered when acquired. Titled assets (real estate, vehicles, accounts) are NOT transferred by this page — they require retitling as the Funding Guide describes.

Date signed _____ County _____

Settlor — signature

Settlor — print name

Accepted by the undersigned as trustee, in token of acceptance of the trust created by the foregoing assignment.

Trustee — signature (you, as initial trustee)

Certification of Trust

s. 736.1017, Fla. Stat. — hand THIS to banks; the Agreement stays private

Trust name _____

Date of trust instrument _____ Settlor _____

Currently acting trustee _____

The undersigned trustee certifies: (1) the trust above exists and this certification is made under s. 736.1017, Fla. Stat.; (2) the settlor named above is the settlor; (3) the currently acting trustee named above has all powers the Florida Trust Code grants, including power to acquire, sell, encumber, and transfer trust property and to open, close, and transact accounts; (4) the trust is revocable, and the settlor holds the power to revoke; (5) trust property may be titled in the name of the trust or of the trustee as trustee; (6) the trust has not been revoked, modified, or amended in any manner that would cause the representations above to be incorrect. A person acting in reliance on this certification without knowledge of its incorrectness is fully protected by law; a person refusing a properly furnished certification may be liable as s. 736.1017 provides.

Trustee — signature

NOTARY CERTIFICATE

STATE OF FLORIDA

COUNTY OF _____

Acknowledged and subscribed before me by the principal signer named below, and sworn to and subscribed before me by each witness named above, by means of the method indicated below, each being personally known to me or having produced the identification listed (see s. 117.05(5)(b)2., Fla. Stat.).

Physical presence

Online notarization

Name(s) of signer(s) _____

Identification produced (or 'personally known') _____ Date _____

Signature of Notary Public — State of Florida

Print, type, or stamp commissioned name of Notary Public _____

My commission expires _____

The Funding Guide

The trust controls only what it holds — this page is the difference between paper and a plan

Bank & brokerage accounts. Take the Certification to each institution and retitle the account to “[Trustee name], Trustee of the [Trust name] dated [date]” — or open trust accounts and move the balances.

Florida real estate. A deed conveying the property to you as trustee must be prepared, executed with deed formalities, and RECORDED in the county. Homestead carries special stakes (Article 9.3) — this is the one step where engaging a professional for the deed is the common practice.

Vehicles & boats. Retitle through FLHSMV when you want them inside; many owners deliberately leave vehicles out and let them pass by other means.

Life insurance & retirement accounts. These pass by BENEFICIARY DESIGNATION, not deed. Retirement accounts (IRA/401(k)) should almost never be retitled into a trust during life — coordinate designations instead, and take professional advice before naming the trust itself.

Business interests. Assign membership or partnership interests by written assignment consistent with the operating agreement; issue new certificates where certificated.

Everything after today. Buy new titled assets AS trustee from the start, and revisit Schedule A yearly — the annual review line is on the Storage page.

Plain-English Glossary

The key words in this packet, defined simply.

Settlor. The person who creates and funds the trust — you.

Trustee. The person holding legal title and administering the trust — you first, then your successors.

Revocable. You can amend or revoke at any time while living and competent; at death it becomes irrevocable.

Funding. Retitling assets into the trust — the step that makes the plan real.

Spendthrift. The clause shielding a beneficiary's interest from creditors until distribution.

Certification of trust. The short statutory proof of the trust's existence and the trustee's authority — hand this out, never the whole agreement.

Pour-over will. The companion will that catches anything left outside the trust and 'pours' it in through probate.

Trust protector. An optional watchdog office (Article X): a person you name — never a trustee — who can fix ambiguities, settle interpretation disputes, and remove a bad trustee without a lawsuit.

General assignment. The one-page instrument that signs your untitled belongings into the trust; titled assets still require retitling.

Storage & Copies

Where the original Trust Agreement lives — and who holds copies — decides whether it works when it matters. Commonly: the signed original stays with your important papers (a fireproof box or a bank box), and the people below receive complete copies.

COPY CHECKLIST

First successor trustee (knows the location of the original)
Second successor trustee
My spouse
The institution holding my primary accounts (Certification only)
My attorney (if I engage one)

ANNUAL REVIEW

Once a year — or after any major life change (a move, a marriage or divorce, a birth or adoption, a death in the family) — re-read the document and confirm it still says what you want. Note each review here.

Review date	_____	Reviewed by	_____
Review date	_____	Reviewed by	_____
Review date	_____	Reviewed by	_____

ABOUT THIS KIT

Florida Revocable Living Trust

Master agreement · Schedule A · Certification of Trust · Funding Guide · guides

Provenance. This Florida template was assembled by the LegalDraft deterministic template engine. Statutory anchors: §§ 736.0402 · 736.0403(2)(b) · 736.0602 · 736.0816 · 736.1017. The platform maintains the underlying statutory text in a hash-pinned corpus captured from official Florida sources and re-verified on a standing schedule.

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Enforceability of any signed agreement is ultimately a decision for a court. Blank templates are provided for your own completion; keep your executed originals with your important papers and tell someone you trust where they are.

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