Literary Estate of [insert name]

(As per Revocable Trust Agreement executed [date])

A. Notwithstanding any other provision of this Trust, the Trustee shall not distribute any part of Settlor’s literary estate, but instead shall transfer all of the creative property into a “Creative Property Trust”. The special trustees named in this Trust shall hold this trust in perpetuity. The creative property includes, but is not limited to:

1. Books, manuscripts, novels, scripts, treatments, stories, book videos, blogs, poetry, dramas, journals, characters and plot lines, series ideas, or any other fiction or nonfiction, whether published or unpublished, created in whole or in part by the Settlor (collectively “Writings”),

2. Copyrights,

3. Rights to collect the proceeds from any Writings,

4. Contracts for the publication, exploitation, licensing, or sale of any Writings, and any derivative or secondary rights in or to the Writings or derived from the Writings,

5. Rights to any performances, recordings, readings, interviews, or dramatizations by Settlor,

6. Use of Settlor’s name and likeness,

7. Rights of publicity, including use and maintenance of Settlor’s website(s), blogs, other Internet activities, and technologies not currently in use, for the purpose of author promotion.

B. Notwithstanding any other designation of the trustee or trustees in this Trust, after Settlor’s death, [insert names] shall serve as special trustees of the Creative Property Trust. If any of them fails to qualify or ceases to act as a special trustee, the remaining trustees shall continue to serve in his or her place. The last remaining trustee shall appoint a successor trustee. These special trustees shall serve without remuneration.

C. The special trustees shall, in addition to those powers now or hereafter conferred by law or by

the other terms of this Trust, solely and exclusively have the following powers with respect to the Creative Property:

1. To negotiate contracts and to publish, exploit, license, and sell, in the special trustees' sole discretion, any Writings;

2. To refrain from publishing, exploiting, licensing, or selling any Writings for as long as the special trustees deem appropriate, at the risk of the trust estate, at the special trustees' discretion;

3. To exploit, license, and sell, in the special trustees' sole discretion, any secondary or subrights to the Writings;

4. To secure reversion of rights for published works;

5. To register and renew copyrights (Note that copyrights are currently for the life of the author plus 70 years.);

6. To collect proceeds, i.e. advances and royalties, and any other revenue resulting from Settlor’s literary estate;

7. To pay the appropriate taxes for the trust;

8. To hire an accountant, literary agent, or literary attorney when deemed necessary for the benefit of the trust.

D. All income and principal of the Creative Property Trust shall be distributed immediately upon receipt to [insert beneficiary]. If [beneficiary name] is not then living, then the proceeds shall be distributed in equal portions to [secondary beneficiaries]. If either [insert name] or [insert name] is not then living, then such deceased child’s share shall pass in equal portions to his or her then living descendants, per stirpes.

E. Notwithstanding any other provision of this Trust, the trustee shall not distribute any part of Settlor’s literary estate that consists of physical materials, but instead shall transfer these materials to the special trustees of the Creative Property Trust.

F. Physical Materials shall consist of, but are not limited to, the following:

Manuscripts: originals, revised drafts, copy edits, and page proofs; copies of published books and articles, notebooks, files, computer disks, research materials, professional correspondence, book related photographs, fan mail, reviews, news profiles, interviews, promotional materials, souvenirs, and awards.

G. The special trustees shall donate any Physical Materials belonging to the Creative Property Trust, that Settlor’s heirs do not wish to keep for personal reasons, to the [insert library fiction collection of your choice].

1. Items should be labeled with [Manuscript Collection Number xxx or however your site labels their collections].

2. Contact info:

3. Mail to: [insert address]

Executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

SIGNED:

WITNESSED: