



TORTOISE ESTATE PLANNING PROVISIONS

This information sheet provides estate planning advice to those who love the Nevada Desert Tortoise as much as we do! The following guidance provides sample bequest language for your Last Will & Testament or Revocable Living Trust, to help ensure your pet tortoise will continue to receive proper care and attention once you have passed on. Here is the sample language:

- 1) **Gift to Trust.** Upon my death or disability, I give the sum of \$_____ to _____ as my Trustee to be held in trust, in a trust known as the "Tortoise Trust".
- 2) **Beneficiaries of Tortoise Trust.** The beneficiaries of the Tortoise Trust shall be my pet tortoise(s), namely _____, which [is/are] living at the time of my death, as well as any current Caregiver, as set forth below.
- 3) **Care of My Tortoise.** Following my death (or during any period when, in the written opinion of my personal physician or pursuant to court determination, I am incompetent, incapacitated or disabled due to illness, age or other cause that results in my inability to adequately care for my tortoise), I appoint _____ as caregiver ("Caregiver") of my tortoise(s) [*the Trustee and Caregiver may be the same person*]. The Caregiver shall make all decisions regarding the habitat where my tortoise(s) shall live, the diet, exercise, and veterinary care of my tortoise(s). Alternatively, if _____ cannot act a Caregiver, then I appoint _____ as an alternate Caregiver. In the event the above named Caregivers are unable to serve, it is my desire that my Trustee cooperates with the Tortoise Group, a Nevada non-profit corporation, located in Las Vegas, Nevada, in finding a permanent home and habitat for my tortoise(s). My Trustee should defer to the Tortoise Group in making a determination as to the suitability of a particular home or habitat, or any other course of action concerning my tortoise(s) as authorized herein.

I direct my Trustee to pay all expenses associated with the care, feeding and housing, including veterinary costs, of my tortoise(s) for the duration of [his/her/their] [life/lives]. My Trustee is authorized to pay an annual bonus bequest of \$_____ to the Caregiver of my tortoise(s) for each year care is given. No portion of the principal and income may be converted to the personal use of my Caregiver or my Trustee, other than for reasonable Trustee fees and expenses of administration, not to exceed \$_____ annually, or for any other use than for the trust's purpose or for the benefit of my tortoise(s) under the Tortoise Trust. Should my tortoise(s) be placed by the Tortoise Group, I direct my Trustee to reimburse the Tortoise Group for all its costs associated with the care and placement of my tortoise(s).

- 4) **Termination Date.** The Tortoise Trust shall terminate when the tortoise(s) covered by the Tortoise Trust are no longer living, or in the event my tortoise(s) are placed by the Tortoise Group in a permanent home and habitat. Upon termination, my Trustee shall transfer the unexpended trust property to _____ [*please consider leaving remaining amounts to the Tortoise Group for its general charitable purposes in caring for other tortoises*], as the remainder beneficiary.

Additionally, you might consider a separate charitable bequest to the Tortoise Group, to assist with its important work in caring for the Desert Tortoises in the State of Nevada. When making a bequest to the Tortoise Group in your will or trust, please refer to it as follows: "*Tortoise Group, a Nevada non-profit corporation, to be used for its general charitable purposes.*"

If you have any questions, please call the law offices of GRANT MORRIS DODDS, where we specialize in estate planning and other tortoise succession strategies! Also, mention your membership with the Tortoise Group and receive a free initial estate planning consultation and other specially discounted rates on estate planning services.