

PERSONAL PROPERTY MEMORANDUM

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This Personal Property Memorandum (this "**Memorandum**") is made as of **[EFFECTIVE DATE]** by **[YOUR FULL LEGAL NAME]**, residing at **[YOUR ADDRESS]** (the "**Owner**" or "**I**" or "**me**").

This Memorandum lists certain items of tangible personal property and the person or persons I want to receive each item after my death (each a "**Beneficiary**").

Recitals. I have signed (or intend to sign) a Last Will and Testament dated **[WILL DATE]** (my "**Will**"), and/or a revocable living trust dated **[TRUST DATE]** (my "**Trust**"). My Will or Trust refers to a separate written memorandum disposing of items of tangible personal property. This Memorandum is that referenced writing. Many, but not all, jurisdictions allow a will or trust to incorporate a separate, signed list that distributes tangible personal property; whether such a list is legally binding, and what formalities apply, varies by jurisdiction. In consideration of my wishes and my estate plan, I direct as follows.

1. Purpose and Relationship to My Estate Plan

1.1 Purpose. The purpose of this Memorandum is to identify specific items of my tangible personal property and to direct who should receive each item after my death, so that my Will or Trust can give effect to those wishes without listing each item in the governing document itself.

1.2 Tangible personal property only. This Memorandum covers only **tangible personal property** — physical, movable items such as jewelry, furniture, artwork, collections, tools, vehicles, household goods, and keepsakes. It does **not** cover money, bank or investment accounts, securities, business interests, real estate, intellectual property, or items used primarily in a trade or business, which must be handled through my Will, Trust, or beneficiary designations.

1.3 Incorporation by reference. This Memorandum is intended to be the separate writing referred to in my Will and/or Trust. It is to be read together with, and subject to, those documents. If a jurisdiction does not give legal effect to such a separate writing, I intend this Memorandum to serve as a non-binding statement of my wishes to guide my Personal Representative or Trustee.

1.4 Order of precedence. If anything in this Memorandum conflicts with my Will or Trust, the Will or Trust controls. If an item listed here has already been given away, sold, or is no longer owned by me at my death, the gift of that item simply fails and the rest of this Memorandum remains effective.

2. Defined Terms

2.1 "Personal Representative" means the executor, administrator, or personal representative appointed to administer my estate.

2.2 "Trustee" means the trustee then serving under my Trust, if any.

2.3 **"Beneficiary"** means a person or entity I have named in this Memorandum to receive an item.

2.4 **"Item"** means a specific piece of tangible personal property described in Section 3.

2.5 **"Residuary Property"** means tangible personal property I own at my death that is not specifically given away in this Memorandum, my Will, or my Trust.

3. Distribution of Specific Items

3.1 **Directions.** I give the following items to the persons named. Each item should be described clearly enough to identify it. Where helpful, add a photo reference, serial number, or location.

#	Description of Item	Beneficiary (full name)	Relationship	Alternate Beneficiary
1	[ITEM DESCRIPTION]	[NAME]	[RELATIONSHIP]	[ALTERNATE]
2	[ITEM DESCRIPTION]	[NAME]	[RELATIONSHIP]	[ALTERNATE]
3	[ITEM DESCRIPTION]	[NAME]	[RELATIONSHIP]	[ALTERNATE]
4	[ITEM DESCRIPTION]	[NAME]	[RELATIONSHIP]	[ALTERNATE]
5	[ITEM DESCRIPTION]	[NAME]	[RELATIONSHIP]	[ALTERNATE]

(Add or remove rows as needed. Keep descriptions specific — for example, "my grandmother's diamond engagement ring with the engraving 'M to E, 1948'" rather than "a ring.")

3.2 **If a Beneficiary does not survive me.** If a named Beneficiary does not survive me by **[NUMBER, e.g. 30]** days, the item passes to the alternate named above, or if none, the item becomes Residuary Property.

3.3 **Shared items.** If I name more than one Beneficiary for a single item, they take it in equal shares as co-owners unless I state otherwise, and they may decide among themselves how to divide or use it.

4. Costs, Delivery, and Liens

4.1 **Delivery.** Each Beneficiary takes the item where it is located. The cost of packing, shipping, insuring, and delivering an item is paid **[by the receiving Beneficiary / from my estate]**, as my Personal Representative reasonably decides.

4.2 **Condition.** Each item passes in its "as-is" condition at my death. I make no warranty about the condition, value, or authenticity of any item.

4.3 Liens and encumbrances. If an item is subject to a loan, lien, or security interest at my death, the item passes **[subject to that debt, which the Beneficiary assumes / free of that debt, which is paid from my estate]**, as I direct here: **[SPECIFY]**.

4.4 Taxes. Any taxes arising from the transfer of an item are handled as provided in my Will or Trust, or as required by law.

5. Residuary Personal Property

5.1 Disposition. Tangible personal property I own at my death that is not given away in this Memorandum, my Will, or my Trust is Residuary Property and passes under my Will or Trust.

5.2 No mandatory acceptance. No Beneficiary is required to accept an item. A Beneficiary who declines an item is treated as not having survived me as to that item, and the item passes under Section 3.2 or becomes Residuary Property.

6. Administration and Discretion

6.1 Personal Representative authority. My Personal Representative or Trustee may resolve any ambiguity in this Memorandum, identify the item I most likely intended, and make reasonable decisions about delivery, storage, and timing.

6.2 Good-faith protection. My Personal Representative or Trustee is not liable for any good-faith decision made in administering this Memorandum, to the fullest extent permitted by applicable law.

6.3 Disputes. I ask my Beneficiaries to honor my wishes and to resolve any disagreement respectfully and, if needed, through mediation before resorting to litigation.

7. Revocation and Amendment

7.1 Revocation of prior memoranda. This Memorandum revokes and replaces any prior personal property memorandum I have signed.

7.2 Amendment. I may amend this Memorandum at any time by signing and dating a new memorandum or a written, signed addition or change. The most recent signed and dated version controls.

7.3 Effect of estate-plan changes. If I later change my Will or Trust, this Memorandum remains effective to the extent it is consistent with the updated documents.

8. Signature, Witnesses, and Formalities

8.1 My intent. I sign this Memorandum freely, of my own choosing, and while of sound mind, intending it to express my wishes for the items listed.

8.2 Formalities. The signing, witnessing, and notarization formalities for a personal property memorandum vary by jurisdiction and by whether local law treats the memorandum as binding. To maximize the chance this Memorandum is honored, I have signed it, dated it, and (where recommended) had it witnessed and/or notarized as indicated below. Confirm the required formalities in **[STATE]** with a licensed attorney.

8.3 Self-identification. I have written each item and Beneficiary in my own words so that my intent is clear.

Signed by the Owner:

OWNER

Signature: _____

Printed name: **[YOUR FULL LEGAL NAME]**

Date: _____

Witnesses (if used):

WITNESS 1

WITNESS 2

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: N/A

Title: N/A

Date: _____

Date: _____

Notary Acknowledgment (if used):

State of **[STATE]**, County of **[COUNTY]**. This Memorandum was acknowledged before me on **[DATE]** by **[YOUR FULL LEGAL NAME]**.

Notary Signature: _____ My commission expires: **[DATE]**

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