

# MASSACHUSETTS POWER OF ATTORNEY FORM

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## I. APPOINTMENT OF AGENT

I, \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter referred to as the "Principal"), hereby appoint \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter referred to as the "Agent"), as my attorney-in-fact to act in my capacity to do any and all of the following acts as set forth in **Section II** below.

## II. GRANT OF AUTHORITY

The Principal grants the Agent the powers set forth below. The Principal indicates which powers are granted by checking the appropriate box. If a box is not checked, that specific power is not granted.

**Real Property Transactions.** To buy, sell, lease, rent, exchange, and manage real estate; to sign deeds, mortgages, and leases; and to handle all matters related to real property pursuant to Massachusetts General Laws (M.G.L.) Chapter 183.

**Banking and Financial Transactions.** To open, close, and manage bank accounts; to sign checks, drafts, and withdrawal slips; to access safe deposit boxes; and to conduct all banking business.

**Stock and Bond Transactions.** To buy, sell, exchange, and manage stocks, bonds, mutual funds, and other securities.

**Personal Property Transactions.** To buy, sell, lease, exchange, and manage tangible personal property (e.g., vehicles, furniture, jewelry).

**Business Operating Transactions.** To manage, operate, buy, sell, or liquidate any business or commercial entity in which the Principal has an interest.

**Insurance and Annuities.** To purchase, maintain, surrender, collect, or cancel insurance policies and annuities.

**Estates, Trusts, and Beneficiary Transactions.** To act for the Principal in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, or custody arrangement or other fund from

which the Principal is, may become, or claims to be entitled to a share or payment.

**Claims and Litigation.** To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, and dispose of any claim in favor of or against the Principal.

**Personal and Family Maintenance.** To perform all acts necessary to maintain the customary standard of living of the Principal and the Principal's spouse, children, and other individuals customarily or legally entitled to be supported by the Principal.

**Government Benefits.** To apply for and receive any government benefits or assistance, including Social Security, Medicare, Medicaid, or military benefits.

**Retirement Plan Transactions.** To manage retirement plans, IRAs, and 401(k)s, including making contributions, selecting payment options, and designating beneficiaries.

**Tax Matters.** To prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns; to represent the Principal before any taxing authority.

**FULL AND GENERAL AUTHORITY.** To exercise all of the powers listed above and any other power that may be exercised by an agent under the laws of the Commonwealth of Massachusetts.

### **III. DURABILITY PROVISION**

Pursuant to M.G.L. c. 190B, § 5-501, this Power of Attorney is durable. This Power of Attorney shall not be affected by subsequent disability or incapacity of the Principal, or lapse of time.

### **IV. EFFECTIVE DATE**

This Power of Attorney shall become effective: (Check one)

Immediately upon the execution of this document.

Upon the disability or incapacity of the Principal. Incapacity shall be determined by a written declaration from a licensed physician stating that the Principal is no longer able to manage their financial

affairs.

**V. SUCCESSOR AGENT**

If the Agent named in **Section I** is unable or unwilling to serve, or resigns, I appoint \_\_\_\_\_, with a mailing address of \_\_\_\_\_, to serve as my Successor Agent with the same powers and authorities granted herein.

**VI. NOMINATION OF GUARDIAN OR CONSERVATOR**

If a protective proceeding for my person or estate is commenced, I hereby nominate the Agent named above to serve as my guardian or conservator, pursuant to M.G.L. c. 190B, § 5-503.

**VII. SPECIAL INSTRUCTIONS**

The Principal gives the following special instructions or limitations on the powers granted (if none, leave blank):

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**VIII. RELIANCE BY THIRD PARTIES**

Any third party who receives a copy of this document may rely on it. Revocation of the Power of Attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this Power of Attorney.

**IX. GOVERNING LAW**

This Power of Attorney shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**X. SIGNATURE AND ACKNOWLEDGMENT**

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date set forth below.

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PRINCIPAL

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Address: \_\_\_\_\_

**XI. WITNESSES**

We, the undersigned witnesses, certify that the Principal signed this Power of Attorney in our presence, that the Principal appears to be of sound mind and under no duress or undue influence, and that we are not the Agent or Successor Agent named in this instrument.

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WITNESS 1

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Address: \_\_\_\_\_

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WITNESS 2

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Address: \_\_\_\_\_

**XII. NOTARY ACKNOWLEDGMENT**

Commonwealth of Massachusetts

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_ (name of document signer), proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

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Notary Public Signature

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Seal)