

# **DURABLE POWER OF ATTORNEY FORM**

## **I. DESIGNATION 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 name, place, and stead in any way which I myself could do, if I were personally present, to the extent that I am permitted by law to act through an agent.

## **II. DESIGNATION OF SUCCESSOR AGENT**

If my Agent resigns, dies, becomes incapacitated, is not qualified to serve, or declines to serve, I appoint \_\_\_\_\_ , with a mailing address of \_\_\_\_\_ , as my Successor Agent to serve with the same powers and authorities granted to the original Agent.

## **III. DURABILITY PROVISION**

This Power of Attorney shall not be affected by my subsequent disability or incapacity, or by the lapse of time. It is my intent that the authority conferred herein shall be exercisable notwithstanding my subsequent disability or incapacity.

## **IV. EFFECTIVE DATE**

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

- ☐ Immediately upon the date of execution of this instrument.
- ☐ Only upon my disability or incapacity. For the purposes of this provision, I shall be considered disabled or incapacitated if two (2) licensed physicians certify in writing that I am unable to manage my financial or legal affairs.

## **V. GRANT OF GENERAL AUTHORITY**

I grant my Agent and any Successor Agent general authority to act for me with respect to the following subjects: (Check all that apply)

- ☐ **Real Property:** To buy, sell, lease, mortgage, exchange, or manage real estate.
- ☐ **Tangible Personal Property:** To buy, sell, lease, exchange, or manage personal property.
- ☐ **Stocks and Bonds:** To buy, sell, exchange, and manage stocks, bonds, mutual funds, and all other types of securities.
- ☐ **Commodities and Options:** To buy, sell, exchange, and manage commodities and options.
- ☐ **Banks and Other Financial Institutions:** To open, close, and manage bank accounts, savings accounts, and certificates of deposit; to sign checks and withdraw funds.
- ☐ **Operation of Entity or Business:** To manage, operate, buy, sell, or liquidate any business or commercial entity.
- ☐ **Insurance and Annuities:** To purchase, maintain, surrender, or borrow against insurance policies and annuities.
- ☐ **Estates, Trusts, and Other Beneficiary Interests:** To act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, or custody arrangement.
- ☐ **Claims and Litigation:** To assert and prosecute before a court or administrative agency a

claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense.

☐ **Personal and Family Maintenance:** To do all acts necessary for maintaining the customary standard of living of the Principal and the Principal's family.

☐ **Benefits from Governmental Programs or Civil or Military Service:** To apply for and receive any government benefits, including Social Security, Medicare, and Medicaid.

☐ **Retirement Plans:** To manage, select payment options, and make investment decisions regarding retirement plans.

☐ **Taxes:** To prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns.

☐ **Healthcare Decisions:** To make all health care decisions for me, including the power to consent to, refuse, or withdraw any type of medical care, treatment, surgical procedure, diagnostic procedure, medication, and the use of mechanical or other procedures that affect any bodily function. (Note: A separate Medical Power of Attorney or Advance Directive is recommended in many jurisdictions).

☐ **ALL OF THE ABOVE:** I grant my Agent authority over all the subjects listed above.

## VI. SPECIAL INSTRUCTIONS AND LIMITATIONS

The powers granted above are subject to the following special instructions or limitations:

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## VII. AUTHORITY TO COMPENSATE AND REIMBURSE

My Agent is entitled to reasonable compensation for services rendered and reimbursement for reasonable expenses incurred in the exercise of the powers granted in this Power of Attorney.

#### **VIII. AGENT'S DUTIES**

Notwithstanding the broad powers granted herein, my Agent shall:

1. Act in accordance with my reasonable expectations to the extent actually known by the Agent and, otherwise, in my best interest;
2. Act in good faith;
3. Act only within the scope of authority granted in this Power of Attorney; and
4. Keep a record of all receipts, disbursements, and transactions made on my behalf.

#### **IX. RELIANCE BY THIRD PARTIES**

Any third party who relies in good faith on the authority of my Agent under this instrument, without actual knowledge that this Power of Attorney has been revoked or that the Agent is exceeding their authority, shall be fully protected from any liability for such reliance.

#### **X. NOMINATION OF GUARDIAN OR CONSERVATOR**

If a court of competent jurisdiction determines that a guardian or conservator of my estate or person needs to be appointed, I hereby nominate my Agent designated in this Power of Attorney to serve in that capacity.

#### **XI. REVOCATION OF PRIOR POWERS**

I hereby revoke all Powers of Attorney previously executed by me. This revocation does not affect any Power of Attorney for Health Care or Advance Directive unless specifically indicated in Section V above.

## **XII. GOVERNING LAW**

This Power of Attorney shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ .

## **XIII. SEVERABILITY**

If any provision of this Power of Attorney is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions, which shall remain in full force and effect.

## **XIV. SIGNATURE AND ACKNOWLEDGMENT**

### **Principal's Signature**

I, the Principal, sign my name to this Power of Attorney this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my Power of Attorney and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the Power of Attorney, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

### **Witness Signatures**

We, the witnesses, sign our names to this instrument, and at least one of us, being first duly

sworn, and do hereby declare that the Principal signs and executes this instrument as the Principal's Power of Attorney and that the Principal signs it willingly, and that each of us, in the presence and hearing of the Principal, hereby signs this Power of Attorney as witness to the Principal's signing, and that to the best of our knowledge the Principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

**Witness 1:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Address: \_\_\_\_\_

**Witness 2:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Address: \_\_\_\_\_

**XV. ACCEPTANCE OF APPOINTMENT**

I, \_\_\_\_\_, have read the attached Power of Attorney and am the person identified as the Agent for the Principal. I hereby acknowledge that when I act as Agent:

1. I shall act in the Principal's best interest, in good faith, and only within the scope of authority granted.
2. I shall keep a full and accurate record of all actions, receipts, and disbursements on behalf of the Principal.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

## **XVI. NOTARY ACKNOWLEDGMENT**

State of \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ (Principal's Name), known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Date: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

(Seal)

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