

INDIANA POWER OF ATTORNEY FORM

I. APPOINTMENT OF ATTORNEY-IN-FACT

I, _____, with a mailing address of _____ (hereinafter referred to as the "Principal"), being of sound mind, hereby appoint _____, with a mailing address of _____ (hereinafter referred to as the "Agent" or "Attorney-in-Fact"), to act as my true and lawful Attorney-in-Fact.

II. SUCCESSOR AGENT

If my Agent resigns, dies, becomes incapacitated, is not qualified to serve, or refuses to serve, I appoint _____, with a mailing address of _____, as my Successor Agent.

III. EFFECTIVE DATE AND DURABILITY

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

- ☐ Immediately upon the date of execution of this instrument.
- ☐ Upon the date of _____.
- ☐ Only upon my disability or incapacity as determined by my attending physician in writing.

This Power of Attorney is intended to be a Durable Power of Attorney pursuant to Indiana Code § 30-5-10-3. This Power of Attorney shall not be affected by my subsequent disability, incapacity, or incompetence.

IV. POWERS OF ATTORNEY-IN-FACT

I hereby grant to my Agent full power and authority to act for me in all matters, including but not limited to the powers incorporated by reference from the Indiana Code (IC), Title 30, Article 5, as amended. Specifically, I grant my Agent the powers set forth in the following sections of the Indiana Code:

(Check all that apply. If no boxes are checked, the Agent shall have authority over ALL categories listed below).

☐ **Real Property Transactions** (IC § 30-5-5-2): Authority to buy, sell, lease, mortgage, and manage real estate.

☐ **Tangible Personal Property Transactions** (IC § 30-5-5-3): Authority to buy, sell, and manage personal property.

☐ **Bond, Share, and Commodity Transactions** (IC § 30-5-5-4): Authority to manage securities and investments.

☐ **Banking Transactions** (IC § 30-5-5-5): Authority to open accounts, write checks, and manage financial institution transactions.

☐ **Business Operating Transactions** (IC § 30-5-5-6): Authority to manage, operate, or sell business interests.

☐ **Insurance Transactions** (IC § 30-5-5-7): Authority to manage insurance policies and claims.

☐ **Beneficiary Transactions** (IC § 30-5-5-8): Authority to handle matters regarding trusts, probate estates, and guardianships.

- ☐ **Gift Transactions** (IC § 30-5-5-9): Authority to make gifts.
- ☐ **Fiduciary Transactions** (IC § 30-5-5-10): Authority to act in fiduciary capacities.
- ☐ **Claims and Litigation** (IC § 30-5-5-11): Authority to sue, defend, and settle legal actions.
- ☐ **Family Maintenance** (IC § 30-5-5-12): Authority to provide for the support of my family.
- ☐ **Benefits from Military Service** (IC § 30-5-5-13): Authority to claim military benefits.
- ☐ **Records, Reports, and Statements** (IC § 30-5-5-14): Authority to access and manage records.
- ☐ **Estate Transactions** (IC § 30-5-5-15): Authority to handle estate planning matters.
- ☐ **All Other Matters** (IC § 30-5-5-19): Authority to act in all other matters not specifically excluded.

V. SPECIAL INSTRUCTIONS OR LIMITATIONS

Any special instructions, limitations, or additional powers are described below:

VI. AGENT'S LIABILITY AND COMPENSATION

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney.

My Agent shall be entitled to: (Check one)

☐ Reasonable compensation for services rendered and reimbursement for reasonable expenses incurred.

☐ Reimbursement for reasonable expenses incurred but NO compensation for services.

VII. ACCOUNTING

My Agent shall keep accurate records of all transactions conducted on my behalf. Upon my request, or the request of a guardian or conservator if I am incapacitated, my Agent shall provide a full accounting of all financial transactions.

VIII. RELIANCE BY THIRD PARTIES

Any third party who receives a copy of this document may rely on it. Revocation of this 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. REVOCATION

I hereby reserve the right to revoke this Power of Attorney at any time. This Power of Attorney revokes any and all prior Powers of Attorney granted by me for the same purposes, provided that this revocation shall not invalidate any action taken by an Agent under a prior Power of Attorney before the Agent received notice of this revocation.

X. GOVERNING LAW

This Power of Attorney shall be governed by, construed, and enforced in accordance with the

laws of the State of Indiana.

XI. SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, I have signed this Power of Attorney on the date set forth below.

Principal Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

XII. ACCEPTANCE BY AGENT

I, the undersigned Agent, acknowledge and execute this Power of Attorney, and I understand the duties and responsibilities associated with being an Attorney-in-Fact.

Agent Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

XIII. WITNESSES (OPTIONAL)

We, the witnesses, each sign our names to this instrument in the presence of the Principal and of each other, and we certify that the Principal signed this instrument voluntarily.

Witness 1 Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Address: _____

Witness 2 Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Address: _____

XIV. NOTARY ACKNOWLEDGMENT

State of Indiana

County of _____

Before me, a Notary Public in and for said County and State, personally appeared
_____ (Principal's Name), who acknowledged the
execution of the foregoing Power of Attorney as their voluntary act and deed for the uses and
purposes therein stated.

Witness my hand and notarial seal this _____ day of _____, 20____.

Notary Signature: _____

Print Name: _____

My Commission Expires: _____ day of _____, 20____

Commission Number: _____

Resident of _____ County

(Seal)