

KANSAS POWER OF ATTORNEY FORM

I. APPOINTMENT OF AGENT

This Power of Attorney is made on the _____ day of _____, 20____, by and between:

The Principal:

Name: _____

Address: _____

City: _____ State: Kansas Zip Code:

The Agent:

I, the Principal, hereby appoint the following individual as my Agent (attorney-in-fact):

Name: _____

Address: _____

City: _____ State:

_____ Zip Code:

Phone: _____

II. DESIGNATION OF SUCCESSOR AGENT

If my Agent resigns, dies, becomes incapacitated, is not qualified to serve, or declines to serve, I appoint the following person as my Successor Agent:

Name: _____

Address: _____

City: _____ State: _____

_____ Zip Code: _____

Phone: _____

III. DURABILITY AND EFFECTIVE DATE

Pursuant to the Kansas Uniform Power of Attorney Act (K.S.A. 58-650 et seq.), this Power of Attorney is durable and shall not be affected by my subsequent disability or incapacity.

Effective Date (Select One):

☐ **Effective Immediately:** This Power of Attorney shall become effective immediately upon the date of my signature below and shall continue in full force and effect notwithstanding my subsequent disability, incapacity, or incompetence.

☐ **Springing (Effective upon Incapacity):** This Power of Attorney shall become effective only upon my disability, incapacity, or incompetence. My incapacity shall be established by the written statement of my attending physician regarding my mental or physical inability to manage my affairs.

IV. GRANT OF GENERAL AUTHORITY

I grant my Agent and any Successor Agent general authority to act for me with respect to the following subjects as defined in the Kansas Uniform Power of Attorney Act. My Agent is authorized to act on my behalf with the same power and authority I would have if I were present

and capable of acting.

My Agent is authorized to act in the following matters (Select All That Apply):

☒ **Real Property:** Authority to buy, sell, exchange, rent, lease, and manage real estate, including the execution of deeds, mortgages, and other instruments.

☒ **Tangible Personal Property:** Authority to buy, sell, exchange, and manage personal property (vehicles, furniture, jewelry, etc.).

☒ **Stocks and Bonds:** Authority to buy, sell, and exchange stocks, bonds, and other securities.

☒ **Commodities and Options:** Authority to buy, sell, exchange, and manage contracts and options.

☒ **Banks and Other Financial Institutions:** Authority to open, close, and manage bank accounts; write checks; make deposits and withdrawals; and access safe deposit boxes.

☒ **Operation of Entity or Business:** Authority to manage, operate, buy, sell, or dissolve any business or commercial entity.

☒ **Insurance and Annuities:** Authority to procure, maintain, cancel, or claim benefits from insurance policies and annuities.

☒ **Estates, Trusts, and Other Beneficial Interests:** Authority to act as a beneficiary or participant in any trust, probate estate, or other fund.

☒ **Claims and Litigation:** Authority to assert, defend, settle, or compromise legal claims and lawsuits.

☒ **Personal and Family Maintenance:** Authority to provide for the support and standard of living of the Principal and the Principal's family.

☒ **Benefits from Governmental Programs:** Authority to apply for and receive benefits from Social Security, Medicare, Medicaid, or other government programs.

☒ **Retirement Plans:** Authority to manage retirement accounts, including IRAs and 401(k)s, and select payment options.

☒ **Taxes:** Authority to prepare, sign, and file federal, state, and local tax returns and represent the Principal before tax authorities.

V. SPECIAL INSTRUCTIONS AND LIMITATIONS

My Agent shall have the powers set forth above, subject to the following special instructions or limitations:

VI. NOMINATION OF CONSERVATOR OR GUARDIAN

If a court determines that it is necessary to appoint a conservator or guardian of my estate or person, I hereby nominate my Agent named above to serve in that capacity, pursuant to K.S.A. 59-3059. If my Agent is unable or unwilling to serve, I nominate my Successor Agent.

VII. RELIANCE BY THIRD PARTIES

Any third party who receives a copy of this Power of Attorney 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.

VIII. AGENT'S DUTIES AND COMPENSATION

1. **Fiduciary Duty:** My Agent shall act in good faith, in my best interest, and in accordance with my reasonable expectations to the extent actually known by the Agent.
2. **Compensation:** My Agent is entitled to reasonable compensation for services rendered and reimbursement for reasonable expenses incurred in the performance of duties.
3. **Accounting:** My Agent shall keep a record of all receipts, disbursements, and transactions made on my behalf.

IX. REVOCATION

I reserve the right to revoke this Power of Attorney at any time by providing written notice to my Agent. This Power of Attorney revokes any and all prior Powers of Attorney executed by me regarding the same subject matter.

X. GOVERNING LAW

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

laws of the State of Kansas.

XI. 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: _____

Witnesses (Optional but Recommended)

We, the witnesses, sign our names to this instrument, and at least one of us being present at the Principal's signing, and we believe the Principal to be of sound mind and memory.

Witness 1:

Signature: _____

Date: ____ day of _____, 20____

Print Name: _____

Address: _____

Witness 2:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Address: _____

XII. NOTARY ACKNOWLEDGMENT

State of Kansas

County of _____

This instrument was acknowledged before me on this _____ day of _____, 20____,
by _____ (Name of Principal).

Signature of Notary Public: _____

Date: _____ day of _____, 20____

Print Name: _____

(Seal, if any)

My Commission Expires: _____ day of _____, 20____

XIII. ACCEPTANCE OF APPOINTMENT

I, the undersigned Agent, hereby accept the appointment as Agent for the Principal and agree to act in the Principal's best interest and in accordance with the powers granted in this document.

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____