

SOUTH DAKOTA POWER OF ATTORNEY FORM

NOTICE TO THE PRINCIPAL: THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

1. THIS DOCUMENT GIVES THE PERSON YOU DESIGNATE AS YOUR AGENT (THE ATTORNEY-IN-FACT) THE POWER TO MANAGE YOUR ASSETS AND FINANCIAL AFFAIRS.
2. THIS DOCUMENT DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS DOCUMENT.
3. YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY STATE OTHERWISE.
4. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN THE UNIFORM POWER OF ATTORNEY ACT, SOUTH DAKOTA CODIFIED LAWS (SDCL) CHAPTER 59-12.

I. APPOINTMENT OF AGENT

This Power of Attorney is made on the _____ day of _____, 20_____.

I, the undersigned Principal, hereby appoint the following individual as my Agent (attorney-in-fact) to act for me in any lawful way with respect to the subjects indicated below:

The Principal: _____

Address: _____

The Agent: _____

Address: _____

II. EFFECTIVE DATE AND DURABILITY

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

IMMEDIATELY. This Power of Attorney is effective immediately upon the date of my signature below.

UPON INCAPACITY (SPRINGING). This Power of Attorney shall become effective only upon

my disability or incapacity. I shall be considered disabled or incapacitated if two (2) licensed physicians certify in writing that I am unable to manage my financial affairs due to mental or physical infirmity.

DURABILITY PROVISION:

Pursuant to South Dakota Codified Laws Section 59-7-2.1, this Power of Attorney shall not be affected by my subsequent disability or incapacity, or by the lapse of time.

III. GRANT OF 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 Uniform Power of Attorney Act (SDCL Chapter 59-12):

(Check all that apply. If you wish to grant ALL powers, check the box for "All Preceding Subjects")

- Real Property.** Authority to buy, sell, lease, mortgage, and manage real estate.
- Tangible Personal Property.** Authority to buy, sell, lease, and manage personal property.
- Stocks and Bonds.** Authority to buy, sell, and exchange stocks, bonds, and mutual funds.
- Commodities and Options.** Authority to buy, sell, exchange, and manage commodities and options.
- Banks and Other Financial Institutions.** Authority to open/close accounts, write checks, and conduct banking transactions.
- Operation of Entity or Business.** Authority to manage, operate, and enter into agreements for any business I own or have interest in.
- Insurance and Annuities.** Authority to procure, pay premiums, and make claims on insurance policies.
- Estates, Trusts, and Other Beneficial Interests.** Authority to act as a beneficiary or grantor for trusts and estates.
- Claims and Litigation.** Authority to institute, defend, settle, or compromise legal actions.
- Personal and Family Maintenance.** Authority to provide for the support and standard of living of the Principal and Principal's family.
- Benefits from Governmental Programs.** Authority to apply for and receive government benefits (Social Security, Medicare, Medicaid, Military Benefits).
- Retirement Plans.** Authority to manage retirement accounts, select payment options, and make rollovers.
- Taxes.** Authority to complete and sign tax returns and represent the Principal before tax authorities.
- All Preceding Subjects.** Authority to act with respect to all subjects listed above.

IV. SPECIAL INSTRUCTIONS

My Agent shall have the following special instructions or limitations on the powers granted above:

V. DESIGNATION OF SUCCESSOR AGENT

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

The Successor Agent: _____

Address: _____

Phone: _____

VI. AGENT'S DUTIES AND COMPENSATION

1. **Fiduciary Duty.** My Agent shall act in good faith, in accordance with my reasonable expectations to the extent actually known by the Agent, and otherwise in my best interest, pursuant to SDCL 59-12-13.

2. **Compensation.** (Check one)

My Agent is entitled to reasonable compensation for services rendered.

My Agent shall NOT receive compensation for services rendered but shall be reimbursed for reasonable expenses incurred.

VII. NOMINATION OF CONSERVATOR OR GUARDIAN

If it becomes necessary for a court to appoint a conservator or guardian of my estate or guardian of my person, I nominate the following person(s) for appointment:

Nominee for Conservator of my Estate: _____

Nominee for Guardian of my Person: _____

VIII. RELIANCE BY THIRD PARTIES

Any person, including my Agent, may rely upon the validity of this Power of Attorney or a copy of it unless that person knows it has terminated or is invalid. 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 the laws of the State of South Dakota.

X. SIGNATURE AND ACKNOWLEDGMENT

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.

PRINCIPAL

Signature: _____

Print Name: _____

Date: _____ day of _____, 20_____

Address: _____

XI. WITNESSES

(Although not strictly required by South Dakota law if notarized, witnessing is recommended to ensure validity in other jurisdictions or for real estate recording purposes).

We, the witnesses, sign our names to this instrument, and at least one of us being present at the Principal's signing, and we being present at the same time, witnessed the signing of this instrument by the Principal.

WITNESS 1

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

WITNESS 2

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

XII. NOTARY ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA

COUNTY OF _____

On this _____ day of _____, 20 _____, before me, the undersigned officer, personally appeared _____ (Name of Principal), known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public: _____

(Seal)

My Commission Expires: _____ day of _____, 20 _____

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AGENT'S ACCEPTANCE OF APPOINTMENT**

I, _____ (Name of Agent), 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 complete and accurate record of all transactions entered into on behalf of the Principal.
 3. I shall avoid conflicts of interest that impair my ability to act impartially in the Principal's best interest.
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AGENT

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____