

POWER OF ATTORNEY FORM

I. APPOINTMENT OF AGENT

This General Durable Power of Attorney is made and entered into on the _____ day of _____, 20_____, by and between:

The Principal: _____

Address: _____

The Agent: _____

Address: _____

II. GRANT OF AUTHORITY

I, the Principal, hereby appoint the Agent named above as my true and lawful attorney-in-fact to act for me in any lawful way with respect to the subjects indicated below.

III. DURABILITY PROVISION

Pursuant to the Tennessee Uniform Durable Power of Attorney Act (Tennessee Code Annotated § 34-6-101 et seq.), this Power of Attorney shall not be affected by subsequent disability or incapacity of the Principal, 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 execution of this document.

☐

Upon the disability or incapacity of the Principal as determined by a written certification from a licensed physician.

V. POWERS OF ATTORNEY-IN-FACT

My Agent shall have the full power and authority to act on my behalf with respect to the following subjects:

1. **Real Property Transactions:** To buy, sell, lease, rent, exchange, and manage any interest in real estate; to execute deeds, mortgages, and deeds of trust; and to manage all aspects of my real property.
2. **Tangible Personal Property:** To buy, sell, lease, exchange, collect, possess, and manage all tangible personal property and interests therein.
3. **Banking and Financial Transactions:** To open, close, and manage bank accounts; to sign checks, drafts, and other negotiable instruments; to access safe deposit boxes; and to conduct all banking business.
4. **Stock and Bond Transactions:** To buy, sell, exchange, surrender, and manage stocks, bonds, mutual funds, and all other securities.
5. **Business Operating Transactions:** To manage, operate, sell, or liquidate any business interest I may have, including the authority to execute partnership agreements or LLC operating agreements.
6. **Insurance and Annuities:** To purchase, maintain, surrender, collect, or cancel insurance policies and annuities.
7. **Estates, Trusts, and Other Beneficiary Interests:** To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim, and recover any legacy, bequest, devise, gift, or other property interest or payment.
8. **Claims and Litigation:** To institute, prosecute, defend, abandon, compromise, arbitrate, settle, and dispose of any claim in favor of or against me.
9. **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 me before any tax authority.
10. **Government Benefits:** To apply for and receive any government benefits or assistance to which I may be entitled, including Social Security, Medicare, and Medicaid.

VI. SPECIAL INSTRUCTIONS

The Principal provides the following special instructions or limitations on the powers granted above (if any): _____

VII. SUCCESSOR AGENT

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

The Successor Agent: _____

Address: _____

VIII. RELIANCE BY THIRD PARTIES

Any third party who receives a copy of this document may act under 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. REIMBURSEMENT AND COMPENSATION

My Agent shall be entitled to reimbursement for all reasonable expenses incurred in acting under this Power of Attorney.

(Check one)

☐

My Agent shall NOT be entitled to compensation for services.

☐

My Agent shall be entitled to reasonable compensation for services rendered.

X. GOVERNING LAW

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

XI. SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date first written above.

PRINCIPAL

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

XII. ACCEPTANCE BY AGENT

I, the undersigned Agent, hereby accept the appointment as attorney-in-fact and agree to act in the best interest of the Principal and in accordance with the powers granted by this document.

AGENT

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

XIII. WITNESSES

We, the undersigned witnesses, certify that the Principal signed this instrument 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 appointed in this document.

WITNESS 1

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

WITNESS 2

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

XIV. NOTARY ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF _____

On this _____ day of _____, 20 _____, before me personally appeared
_____ (Name of Principal), to me known to be the person (or persons)
described in and who executed the foregoing instrument, and acknowledged that such person (or persons)
executed the same as such person's (or persons') free act and deed.

Witness my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: _____ day of _____, 20 _____

(Seal)