

# DURABLE POWER OF ATTORNEY

## Effective Date:

This Durable Power of Attorney document authorizes another individual, designated herein as the Agent (also known as Attorney-in-Fact), to make comprehensive decisions regarding the undersigned Principal's finances, property, and related matters. By executing this instrument, the Principal grants the Agent broad authority to act on the Principal's behalf in all financial and property-related affairs. Should the Principal become incapacitated, the Agent's authority shall continue in full force and effect, provided such incapacity is verified by appropriate affidavit or medical certification as may be required by applicable law.

The Principal should exercise great care in selecting an Agent, as this individual will possess significant authority over the Principal's financial affairs. The authority granted herein shall continue in effect until the Principal's death, until the Principal revokes this Power of Attorney, or until the Agent resigns or becomes unable to fulfill the duties assigned herein.

The Agent appointed under this instrument shall be entitled to reimbursement for all reasonable expenses incurred while performing duties on behalf of the Principal. Additionally, the Agent shall receive reasonable compensation for services rendered, unless otherwise specified in the Special Instructions section of this document or agreed upon separately between the Principal and Agent.

This Power of Attorney form designates one individual to serve as the Primary Agent. Should the Principal wish to appoint co-agents to act jointly or separately, such arrangements may be specified in the Special Instructions section herein.

In the event the designated Agent becomes unable or unwilling to act, this Power of Attorney shall automatically terminate unless the Principal has designated a Successor Agent in the appropriate section below. The Successor Agent shall assume all powers and authority granted to the Primary Agent.

This Durable Power of Attorney becomes effective on the date specified above, unless a different effective date or triggering event is set forth in the Special Instructions section of this document.

**This Power of Attorney shall remain valid and unaffected by any disability, incompetency, or incapacity of the Principal.** This provision is intended to make this instrument a "durable" power of attorney under applicable state law.

## IMPORTANT NOTICE REGARDING SCOPE AND LIMITATIONS

**This document does NOT authorize the Agent to make health care decisions on behalf of the Principal.** Health care decisions, including but not limited to medical treatment choices, end-of-life care decisions, and consent to medical procedures, require a separate Health Care Directive, Living Will, or Health Care Power of Attorney governed by applicable state law. The Principal should execute such documents separately if health care decision-making authority is desired.

**The Principal is strongly advised to seek independent legal counsel if uncertain about any provisions contained in this Power of Attorney.** State laws governing powers of attorney vary significantly, and an attorney licensed in the Principal's state of residence can provide guidance regarding specific requirements, limitations, and implications of executing this document.

## DESIGNATION OF AGENT

I, \_\_\_\_\_, hereby designate the following individual as my Attorney-in-Fact, hereinafter referred to as my Agent, under this Durable Power of Attorney:

**Agent's Full Legal Name:**

The Agent's current address and contact information:

**Agent's Address:**

**Agent's Phone Number:**

**Compensation arrangement for my Agent:**

## DESIGNATION OF SUCCESSOR AGENT

Should my primary Agent be unable or unwilling to serve, or should my primary Agent's authority be terminated for any reason, I designate the following individual as my Successor Agent:

**Successor Agent's Full Legal Name:**

The Successor Agent shall assume all powers and authority granted to the Primary Agent under this instrument only in the event the Primary Agent is unable or unwilling to serve. The Successor Agent shall not act concurrently with the Primary Agent unless specifically authorized in the Special Instructions section. The Successor Agent's authority shall be subject to all the same terms, conditions, and limitations as those that apply to the Primary Agent.

**Successor Agent's Address:**

**Successor Agent's Phone Number:**

## **GRANT OF GENERAL AUTHORITY**

I hereby grant my Agent and any Successor Agent broad authority to act on my behalf concerning the following matters. My Agent shall have the power to perform any and all acts that I could perform personally with respect to:

**(a) Real Property Transactions and Management** — including, but not limited to, the purchase, sale, lease, exchange, mortgage, encumbrance, improvement, maintenance, repair, and management of any real property in which I have an interest, and the collection of rents and other income therefrom.

**(b) Tangible Personal Property Matters** — including the acquisition, sale, exchange, lease, maintenance, repair, storage, insurance, and disposition of all tangible personal property, including, but not limited to, vehicles, household goods, jewelry, artwork, and collectibles.

**(c) Stocks, Bonds, and Securities** — including the purchase, sale, exchange, transfer, and management of all stocks, bonds, mutual funds, and other securities, and the exercise of all rights associated therewith, including voting rights and the receipt of dividends.

**(d) Commodities and Options Trading** — including the purchase, sale, and trading of commodity futures contracts, options, and other derivative instruments, and the management of all accounts associated with such transactions.

**(e) Banking and Financial Institution Transactions** — including opening, closing, and managing accounts at any banking or financial institution; making deposits and withdrawals; negotiating and endorsing checks and other instruments; obtaining loans and lines of credit; and accessing safe deposit boxes.

**(f) Business and Entity Operations** — including the formation, operation, management, and dissolution of any business entity; the purchase or sale of business interests; and the performance of all acts necessary for the conduct of business affairs.

**(g) Insurance and Annuity Matters** — including the purchase, maintenance, modification, and cancellation of all insurance policies and annuity contracts; the designation of beneficiaries; and the filing and settlement of claims.

**(h) Estates, Trusts, and Beneficial Interests** — including the acceptance or rejection of inheritances and bequests; the representation of my interests in estate and trust matters; and the exercise of any powers I hold as a trustee or beneficiary.

**(i) Claims and Legal Proceedings** — including the initiation, defense, and settlement of any claims or legal proceedings; the retention of legal counsel; and the execution of settlement agreements and releases.

**(j) Personal and Family Maintenance Expenses** — including the payment of all expenses necessary for my personal care, support, and maintenance, and for the support and maintenance of my dependents.

**(k) Government Benefits and Military/Civil Service Benefits** — including the application for, receipt of, and management of all government benefits, military benefits, civil service benefits, and similar entitlements.

**(l) Retirement Plans and Accounts** — including the management of all retirement plans, individual retirement accounts, pension plans, and similar accounts, as well as making contributions, withdrawals, and investment decisions.

**(m) Tax-Related Matters** — including the preparation and filing of all tax returns; the payment of taxes; the representation of my interests before tax authorities; and the execution of tax-related documents.

**(n) Gift Transactions** — including the making of gifts of my property, subject to any limitations set forth herein or under applicable state law.

**(o) Records, Reports, and Statements Management** — including access to, maintenance of, and management of all records, reports, and statements pertaining to my financial affairs, and the preparation and filing of any required reports.

## **SPECIFIC AUTHORITY PROVISIONS**

My Agent may exercise the following specific powers, which I acknowledge may alter property management, distribution, or reduce my estate. I understand that these powers are significant and may have substantial legal and financial consequences. The Principal must initial each power to authorize its exercise:

**(a) Create or Modify Beneficiary Designations** — Authority to create, modify, or change beneficiary designations on any accounts, policies, or instruments that provide for beneficiary designations.

**(b) Trust Modification Authority** — Authority to create, modify, amend, revoke, or terminate any inter vivos (living) trust that I have established or may establish during my lifetime.

**(c) Create or Modify Survivorship Rights** — Authority to create or modify rights of survivorship in any property, including joint tenancy arrangements and payable-on-death designations.

**(d) Authorize Substitute Agents** — Authority to authorize or appoint substitute individuals to exercise any powers granted under this Power of Attorney on behalf of the Principal.

**(e) Exercise Delegable Fiduciary Powers** — Authority to exercise any fiduciary powers that I possess and that may lawfully be delegated under applicable law.

**(f) Waive Survivor Benefits** — Authority to waive my rights to survivor annuities, retirement plan survivor benefits, and similar rights or entitlements.

**(g) Revoke Transfer-on-Death Deeds** — Authority to revoke any transfer-on-death deeds or similar instruments that I have executed.

**(h) Adjust Financial Accounts** — Authority to adjust, modify, restructure, or consolidate any financial accounts, including changing account types, terms, or ownership structures.

**(i) Make Gifts** — Authority to make gifts of my property, subject to any limitations set forth in this document and applicable state law limitations regarding gift-making by agents.

## **LIMITATIONS ON AGENT'S AUTHORITY**

Notwithstanding any other provision of this Power of Attorney, my Agent's authority is subject to the following limitations:

**(a) Tax Limitation** — The authority granted herein shall be construed and limited as necessary to prevent my Agent from being taxed on my income and to prevent the creation of a "general power of appointment" under Internal Revenue Code Sections 2041 and 2514, or any successor provisions thereto.

**(b) Self-Dealing Restrictions** — My Agent shall have no authority over any trusts created by my Agent in which I serve as trustee, and no authority over insurance policies that I own on the life of my Agent.

**(c) Non-Family Agent Restrictions** — If my Agent is not a member of my immediate family (spouse, child, parent, or sibling), my Agent may not use my property for the Agent's own benefit or the benefit of the Agent's family members, unless such use is specifically authorized in

the Special Instructions section of this document, or unless such use is clearly in my best interest as the Principal.

## **NOMINATION OF CONSERVATOR**

Should a court of competent jurisdiction determine that the appointment of a conservator, guardian, or similar fiduciary for my estate is necessary, I hereby nominate the following individual to serve in such capacity:

**Conservator's Full Legal Name:**

**Conservator's Address:**

**Conservator's Phone Number:**

## **GOVERNING LAW**

**State of Governing Law:**

The laws of this state shall govern this Power of Attorney in all respects, including but not limited to matters of validity, construction, interpretation, and enforcement. If I relocate to another state, this Power of Attorney shall remain valid to the extent permitted under the laws of my new state of residence.

## **REVOCATION PROVISIONS**

I reserve the right to revoke all or any part of the powers granted in this Power of Attorney at any time. Revocation shall be accomplished by following the procedures set forth in the applicable statutes of the governing state, which may include written notice to the Agent, recording of revocation documents, or other methods as prescribed by law. Until such revocation is properly executed and communicated, third parties may continue to rely upon the authority granted herein.

## **NOTICE TO THIRD PARTIES**

Third parties who receive a copy of this Durable Power of Attorney may rely upon the representations of my Agent concerning all matters relating to any powers granted to my Agent under this instrument. Any third party who acts in good faith reliance upon the Agent's authority as set forth herein shall be held harmless and shall incur no liability to the Principal, the Principal's estate, or any other party for actions taken in accordance with the Agent's instructions.

Third parties are advised that refusal to honor a properly executed Power of Attorney may result in liability under applicable state law. Many states impose penalties, including attorney's fees and damages, upon financial institutions and other parties who unreasonably refuse to accept a valid Power of Attorney.

If this Power of Attorney is designated to become effective upon my incapacity, third parties may require an affidavit from the Agent, supported by appropriate medical certification, confirming that the conditions for effectiveness have been satisfied before honoring the Agent's authority.

I, the Principal, hereby certify that I have completed, or intend to complete, an advance health care directive or similar document addressing my health care wishes, separate and apart from this Durable Power of Attorney for financial matters.

## INSTRUCTIONS TO AGENT

My Agent shall observe the following duties and obligations in exercising the authority granted under this Power of Attorney:

**(a) Act According to Principal's Expectations** — My Agent shall act in accordance with my reasonable expectations to the extent actually known, and otherwise in my best interests.

**(b) Act Within Granted Authority** — My Agent shall act only within the scope of authority granted in this Power of Attorney and shall not exceed such authority.

**(c) Act with Loyalty** — My Agent shall act loyally for my benefit and shall not place the Agent's interests above my own.

**(d) Avoid Conflicts of Interest** — My Agent shall avoid conflicts of interest that impair the Agent's ability to act impartially in my best interests.

**(e) Act with Competence and Diligence** — My Agent shall act with the competence, diligence, and care that would be exercised by a reasonably prudent person in similar circumstances.

**(f) Maintain Records** — My Agent shall keep records of all receipts, disbursements, and transactions made on my behalf.

**(g) Preserve My Estate Plan** — To the extent reasonably practicable, my Agent shall attempt to preserve my estate plan if the Agent has knowledge of such plan.

**(h) Cooperate with Health Care Decision Makers** — My Agent shall cooperate with any person designated to make health care decisions on my behalf, carry out my reasonable expectations to the extent actually known, and otherwise act in my best interests.

**(i) Act in Good Faith** — My Agent shall act in good faith in all dealings on my behalf.

**(j) Disclose Agency Relationship** — When signing documents on my behalf, my Agent shall clearly indicate the agency relationship by signing in a manner that identifies the Principal and the Agent's representative capacity.

## **TERMINATION OF AGENT'S AUTHORITY**

My Agent's authority under this Power of Attorney shall terminate upon the occurrence of any of the following events:

**(a) Revocation by Principal** — upon my revocation of this Power of Attorney in accordance with applicable law.

**(b) Termination Events** — upon the occurrence of any termination event specified in this document or in any Special Instructions.

**(c) Accomplishment of Purpose** — upon the accomplishment of the specific purpose for which this Power of Attorney was granted (if such purpose is stated).

**(d) Death of Principal** — upon my death, at which time my Agent's authority shall immediately cease, and all authority shall pass to my personal representative, executor, or administrator.

**(e) Termination of Marriage** — upon the legal termination of my marriage to my Agent by divorce, annulment, or legal separation, unless this document specifically provides otherwise or a court orders otherwise.

**I advise my Agent to seek legal counsel if the Agent's duties or the scope of authority granted herein are unclear.** The Agent may incur personal liability for acting outside the scope of authority or for failing to properly fulfill fiduciary duties.

## **LIABILITY OF AGENT**

This Power of Attorney is governed by the applicable state's version of the Uniform Power of Attorney Act or similar statutory provisions. My Agent may be liable for any violations of the Act, for exceeding the authority granted herein, or for failing to fulfill the fiduciary duties owed to me as Principal. The Agent shall not be liable for actions taken in good faith and within the scope of



authority granted herein, but may be held accountable for gross negligence, willful misconduct, or breach of fiduciary duty.

## **EXECUTION**

I, \_\_\_\_\_, as the Principal, execute this Durable Power of Attorney on the date below. I hereby declare under oath that I sign this instrument willingly as my free and voluntary act, that I am at least eighteen (18) years of age, that I am of sound mind and under no constraint or undue influence, and that I fully understand the nature and consequences of this document.

**Principal's Full Name:**

**Principal's Signature:**

**Date of Signature:**

## **NOTARIZATION**

**State of**

**County of**

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, 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.

**Notary Signature:**

**Notary Full Name:**

**Notary Commission Number:**

**Commission Expiration Date:**

**Notary Seal:**

## **SPECIAL INSTRUCTIONS**

**DISCLAIMER:** This template is provided for general informational and reference purposes only. It does not constitute legal advice and should not be relied upon as such.