

**DURABLE POWER OF ATTORNEY FOR FINANCIAL MANAGEMENT**

**IMPORTANT INFORMATION**

**This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the .....**

**This power of attorney does not authorize the agent to make health care decisions for you. Such powers are governed by other applicable law.**

**You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.**

**Your agent is entitled to reimbursement of reasonable expenses and reasonable compensation unless you state otherwise.**

**This form provides for designation of one agent or co-agents. Co-agents are not required to act together unless you include that requirement.**

**If all your agents or co-agents are unable or unwilling to act for you, your power of attorney will end.**

**This power of attorney becomes effective immediately unless you state otherwise.**

**If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.**

**THIS DURABLE POWER OF ATTORNEY for financial management is given by me, \_\_\_\_\_ (the "Principal"), presently of \_\_\_\_\_, \_\_\_\_\_, in \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

**Nature of Power**

1. THIS IS A DURABLE POWER OF ATTORNEY and the authority of my Agent shall not terminate if I become disabled or incapacitated.

**Previous Power of Attorney**

2. I REVOKE any previous durable power of attorney granted by me.

**Agent**

3. I APPOINT \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, to act as my Agent.

**Governing Law**

4. This document will be governed by the laws of ..... Further, my Agent is directed to act in accordance with the laws ..... at any time he or she may be acting on my behalf.

**Liability of Agent**

5. My Agent will not be liable to me, my estate, my heirs, successors or assigns for any action taken or not taken under this document, except for willful misconduct or gross negligence.

**Effective Date**

6. This Power of Attorney will start immediately and will continue notwithstanding a finding of my mental incapacity or mental infirmity which may occur after my execution of this Power of Attorney.

**Powers of Agent**

7. My Agent has authority to do anything on my behalf that I may lawfully do by an agent (the "General Power").

**Specific Powers**

8. Without restricting its generality in any way, the following power(s) are specifically included within the foregoing General Power:

Initials

X Real Estate Transactions

- a. To deal with any interest I may have in real property and sign all documents on my behalf concerning my interest, including, but not limited to, real property I may subsequently acquire or receive. These powers include, but are not limited to, the ability to:
  - i. Purchase, sell, exchange, accept as gift, place as security on loans, convey with or without covenants, rent, collect rent, sue for and receive rents, eject and remove tenants or other persons, to pay or contest taxes or assessments, control any legal claim in favor of or against me, partition or consent to partitioning, mortgage, charge, lease, surrender, manage or otherwise deal with real estate and any interest therein; and
  - ii. Execute and deliver deeds, transfers, mortgages, charges, leases, assignments, surrenders, releases and other instruments required for any such purpose.

X Maintain Property and Make Investments

- b. To retain any assets owned by me at the date this Durable Power of Attorney becomes effective, and the power to reinvest those assets in similar investments. In addition, my Agent may invest my assets in any new investments, of his or her choosing, regardless of whether or not they are authorized by any applicable legislation.

X Banking Transactions

- c. To do any act that I can do through an Agent with a bank or other financial institution. This power includes, but is not limited to, the power to:
  - i. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions;
  - ii. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with

respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity;

- iii. Borrow money from any banking or financial institution if deemed necessary by my Agent, and to manage all aspects of the loan process, including the placement of security and the negotiation of terms;
- iv. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the ..... Treasury Securities;
- v. Have access to any safe deposit box that I might own, including its contents; and
- vi. Create and deliver any financial statements necessary to or from any bank or financial institution.

**X \_\_\_ Business Operating Transactions**

- d. To take any action my Agent deems necessary with any business that I may own or have an interest in by doing any act which can be done through an Agent. This power includes, but is not limited to, the power to execute, seal and deliver any instrument; participate in any legal business of any kind; execute partnership agreements and amendments; to incorporate, reorganize, consolidate, merge, sell, or dissolve any business; to elect or employ officers, directors and agents; and to exercise voting rights with respect to any stock I may own, either in person or by proxy.

**X \_\_\_ Insurance Transactions**

- e. To do any act that I can do through an Agent with any insurance policy. This power includes, but is not limited to, the power to pay premiums, start, modify or terminate policies, manage all cash payouts, borrow from insurers and third parties using insurance policies as collateral, and to change the beneficiaries on any insurance policies on my life. Unless my Agent was already a beneficiary of any policy before the signing of this document, my Agent cannot name himself or herself as a beneficiary of such policy.

X      **Claims and Litigation Matters**

- f. To institute, maintain, defend, compromise, arbitrate or otherwise dispose of, any and all actions, suits, attachments or other legal proceedings for or against me. This power includes, but is not limited to, the power to: appear on my behalf, and the power to settle any claim against me in whichever forum or manner my Agent deems prudent, and to receive or pay any resulting settlement.

X      **Tax Matters**

- g. To act for me in all matters that affect my local, state and federal taxes and to prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authority to:
  - i. Prepare, sign and file income and other tax returns with federal, state, local and other governmental bodies, and to receive any refund checks; and
  - ii. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

X      **Government Benefits**

- h. To act on my behalf in all matters that affect my right to allowances, compensation and reimbursements properly payable to me by the Government of ..... or any agency or department thereof. This power includes, but is not limited to, the power to prepare, file, claim, defend or settle any claim on my behalf and to receive and manage, as my Agent sees fit, any proceeds of any claim.

X      **Retirement Benefit Transactions**

- i. To act for me and represent my interests in all matters affecting any retirement savings or pension plans I may have. This power includes, but is not limited to, the power to continue contributions, change contribution amounts, change investment strategies and options, move assets to other plans, receive and manage payouts, and add or change existing beneficiaries. My Agent cannot add himself or herself as a beneficiary unless he or she is already a designated beneficiary as of the signing of this document.

X      **Family Care**

- j. To make whatever expenditures are required for the maintenance, education, benefit, medical care and general advancement of me, my spouse and dependent children, and other persons that I have chosen or which I am legally required to support, any of which may include my Agent. This power includes, but is not limited to, the power to pay for housing, clothing, food, travel and other living costs.

X      **Chattel and Goods Transactions**

- k. To purchase, sell or otherwise deal with any type of personal property I may currently or in the future have an interest in. This includes, but is not limited to, the power to purchase, sell, exchange, accept as gift, place as security on loans, rent, lease, to pay or contest taxes or assessments, mortgage or pledge.

X      **Estate Transactions**

- l. To do any act that I can do through an Agent with regard to all matters that affect any trust, probate estate, conservatorship, or other fund from which I may receive payment as a beneficiary. This power includes the power to disclaim any interest which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Agent cannot disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Agent or my Agent's estate.

X      **Living Trust Transactions**

- m. To transfer any of my assets to the trustee of any revocable trust created by me, if such trust is in existence at the time of such transfer. This property can include real property, stocks, bonds, accounts, insurance policies or other property.

X      **Gift Transactions**

- n. To make gifts to my spouse, children, grandchildren, great grandchildren, and other family members on special occasions, including birthdays and seasonal holidays, including cash gifts, and to such other persons with whom I have an established pattern of giving (or if it is appropriate to make such gifts for estate planning and/or tax purposes), in such amounts as my Agent may decide in his or her absolute discretion, having regard to all of the circumstances, including the gifts I

made while I was capable of managing my own estate, the size of my estate and my income requirements.

**X \_\_\_ Charity Transactions**

- o. To continue to make gifts to charitable organizations with whom I have an established pattern of giving (or if it is appropriate to make such gifts for estate planning and/or tax purposes), in such amounts as my Agent may decide in his or her absolute discretion, having regard to all of the circumstances, including the gifts I made while I was capable of managing my own estate, the size of my estate and my income requirements.

**X \_\_\_ Employ Required Professionals**

- p. To appoint and employ any agents, servants, companions, or other persons, including nurses and other health care professionals for my care and the care of my spouse and dependent children, and accountants, attorneys, clerks, workers and others for the management, preservation and protection of my property and estate, at such compensation and for such length of time as my Agent considers advisable.

**Agent Compensation**

- 9. My Agent will receive no compensation except for the reimbursement of all out of pocket expenses associated with the carrying out of my wishes.

**Co-owning of Assets and Mixing of Funds**

- 10. My Agent may continue to co-own assets and have any funds owned by him or her mixed with my funds to the same extent that the co-owning of assets and mixing of funds existed before operation of this Power of Attorney.

**Personal Gain from Managing My Affairs**

- 11. My Agent is allowed to personally gain from any transaction he or she may complete on my behalf if the transaction is completed in good faith and with my Agent believing it is in my best interest.

**Delegation of Authority**

- 12. My Agent may delegate any authority granted under this document to a person of his or her choosing. Any delegation must be in writing and state the extent of the power delegated and the period of time in which the delegation will be effective.

**Nomination of Guardian or Conservator**

- 13. In the event that a court decides that it is necessary to appoint a guardian or conservator for me, I hereby nominate my Agent to be considered by the court for appointment to serve as my guardian or conservator, or in any similar representative capacity.

**Reporting Requirements**

- 14. My Agent is required to prepare financial reports every six months, starting six months following the determination of my incapacity, detailing income, expenses, and any change in the value of assets over the previous six month period. These reports will be sent within one month of the due date to:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_, \_\_\_\_\_

**Agent Restrictions**

- 15. This Power of Attorney is not subject to any conditions or restrictions other than those noted above.

**Notice to Third Parties**

- 16. Any third party who receives a valid copy of this Power of Attorney can rely on and act under it. A third party who relies on the reasonable representations of my Agent as to a matter relating to a power granted by this Power of Attorney will not incur any liability to the Principal or to the Principal's heirs, assigns, or estate as a result of permitting the Agent to exercise the authority granted by this Power of Attorney up to the point of revocation of this Power of Attorney. Revocation of this Power of Attorney will not be effective as to a third party until the third party receives notice and has actual knowledge of the revocation.



**Severability**

17. If any part of any provision of this document is ruled invalid or unenforceable under applicable law, such part will be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provisions or the remaining provisions of this document.

**Acknowledgment**

18. I, \_\_\_\_\_, being the Principal named in this Durable Power of Attorney hereby acknowledge:

- a. I have read and understand the nature and effect of this Durable Power of Attorney;
- b. I recognize that this document gives my Agent broad powers over my assets, and that these powers will continue past the point of my incapacity;
- c. I am of legal age in ..... to grant a Durable Power of Attorney;  
and
- d. I am voluntarily giving this Durable Power of Attorney and recognize that the powers given in this document will become effective as of the date of my incapacity or as specified within.

**IN WITNESS WHEREOF** I hereunto set my hand and seal at the City of \_\_\_\_\_ in ....., this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**SIGNED, SEALED, AND DELIVERED**

in the presence of:

Witness: \_\_\_\_\_ (Sign)

Witness Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Principal)

Witness: \_\_\_\_\_ (Sign)

Witness Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

CITY OF \_\_\_\_\_

I \_\_\_\_\_, a Notary Public in \_\_\_\_\_, hereby certify that \_\_\_\_\_ whose name is signed to the foregoing instrument, and who is known to me (or satisfactorily proven), acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(Notary Public Signature)

Notary Public

My commission expires: \_\_\_\_\_

## IMPORTANT INFORMATION FOR AGENT

### Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

1. Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
2. Act in good faith;
3. Do nothing beyond the authority granted in this power of attorney; and
4. Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner  
  
(Principal's Name) by (Your Signature) as Agent.

Unless the instructions contained in this power of attorney state otherwise, you must also:

1. Act loyally for the principal's benefit;
2. Avoid conflicts that would impair your ability to act in the principal's best interest;
3. Act with care, competence, and diligence;
4. Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
5. Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
6. Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

### Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

1. death of the principal;
2. the principal's revocation of the power of attorney or your authority;
3. the occurrence of a termination event stated in the power of attorney;
4. the purpose of the power of attorney is fully accomplished; or
5. if you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the instructions in this power of attorney state that such an action will not terminate your authority.

**Liability of Agent**

The meaning of the authority granted to you is defined in the ..... If you violate the ..... , or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

**AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY**

**CITY OF** \_\_\_\_\_

I, \_\_\_\_\_ certify under penalty of perjury that \_\_\_\_\_ granted me authority as an agent or successor agent in a power of attorney dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

I further certify that to my knowledge:

(1) the Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attorney and my authority to act under the Power of Attorney have not terminated;

(2) if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;

(3) if I was named as a successor agent, the prior agent is no longer able or willing to serve; and

(4) \_\_\_\_\_

**SIGNATURE AND ACKNOWLEDGMENT**

\_\_\_\_\_  
Agent's Signature Date

This document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Agent's Name Printed

by \_\_\_\_\_

\_\_\_\_\_  
Agent's Address

\_\_\_\_\_  
(Seal, if any)  
Signature of Notary

\_\_\_\_\_  
Agent's Telephone Number

My commission expires:  
\_\_\_\_\_

