

# Financial Durable Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_ (Principal) has made, constituted and appointed, and by these presents does make, constitute and appoint

\_\_\_\_\_ (Agent), as true and lawful attorney for Principal and in the name, place and stead of Principal, to make financial decisions for Principal, if and when Principal is incapacitated or incompetent, as certified by one or more physicians or psychiatrists.

If Agent listed above is not available, not willing or is unable to act as my Agent, then I appoint the following person(s) to serve, in the order listed below:

\_\_\_\_\_ (Agent),

\_\_\_\_\_ (Agent),

When in effect, this Power is given to enable the Agent to hold and administer all of the assets of the Principal, both real estate and personal property, and this Power includes the right to perform all of the following functions: To purchase flower bonds; to form corporations and other entities; to reorganize corporations and other entities of which Principal is a stockholder, member or other party; to purchase, cancel or renew life, health, long term care or other insurance or annuities without the necessity of seeking court approval; to allow the Agent to make tax-free gifts of the Principal's assets; to authorize the Agent to claim or disclaim property interests which the Principal may be entitled to receive; to fund revocable trusts of which the Principal is trustor or settlor; to buy and sell and transfer real estate, securities and other investments or property; and to do all other acts which the Agent deems to be in the best interest of the Principal, including, but not limited to, the following:

1. The Agent is specifically given the power to perform all of the tasks which the Principal would perform for and on behalf of the Principal and in addition thereto the Agent is given the power to act as Guardian for the Principal and the Principal hereby appoints the Agent as Guardian for the Principal during times when the Principal is incapable of acting.

2. Agent is specifically given the power to manage the financial affairs of the Principal, including managing real estate, investments, bank accounts, retirement accounts, records, personal property, collecting income and benefits, selling of assets required to meet additional expenses of the Principal, and reinvesting income and proceeds received from investments.

3. Agent is specifically given the power to pay bills and other obligations of Principal, and to pay those bills on a current basis. Agent is given authority to borrow money in order to meet obligations rather than liquidate assets at depressed prices. Agent is specifically given the power to borrow from banks and insurance companies or other sources as needed.

4. Agent is specifically given authority to operate, continue, dissolve, merge or sell any business that the Principal may own, and to use all assets that may be necessary to fulfill this decision, even those assets not previously committed to the business.

5. Agent is specifically given authority to create trusts and to manage Principal's security holdings, and to employ or discharge professional financial advisors and managers if the Agent believes this to be important. Agent is authorized to transfer securities to the trustee for continued management in the trust. Agent is further given authority to withdraw assets from the trust to meet the needs of the Principal. Securities and other investments shall be managed in a prudent manner. If income is needed, investments should emphasize income generation. In addition, Agent is given the authority to transfer assets from the Principal's name to any revocable living trust that Principal may have established during Principal's life.

6. Agent is specifically given authority to commence any litigation for and on behalf of Principal or to continue any litigation for and on behalf of Principal. Agent is specifically given the power to prosecute or defend claims, including the right to settle matters and grant releases. Agent is specifically given the authority to employ or discharge attorneys and to make binding arrangements on behalf of Principal.

7. Agent is specifically given the authority for filing tax returns and handling all other matters related to the Principal's taxes, including handling tax disputes with the Internal Revenue Service. Agent is given specific authority to represent the Principal in tax matters including the right to sign Internal Revenue Service Power of Attorney, Form 2848.

8. Agent shall keep a record of all financial decisions and transactions made. Agent shall be entitled to receive reasonable compensation of \$\_\_\_\_\_ per hour for services rendered.

9. Agent shall be authorized to see and copy any books, records, files, and papers of the Principal, including any will, trust, other estate planning documents, insurance policies and annuities.

The Principal exonerates the Agent from liability for all non-negligent acts of the Agent.

This Financial Power of Attorney shall take effect if Principal is incapacitated or incompetent, as certified by one or more physicians or psychiatrists, and shall be durable and remain in effect while Principal remains incapacitated or incompetent, or until revoked. Upon execution of this Financial Power of Attorney, any Financial Power of Attorney previously executed by Principal shall be revoked. All acts done by Agent pursuant to the powers conferred herein, during any period of incapacity or incompetence, shall have the same effect and inure to the benefit of and bind the Principal or his/her heirs, devisees and Personal Representative, as if the Principal was competent and not incapacitated;

GIVING AND GRANTING unto said Agent full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully to all intents and purposes as the Principal might or could do if personally present and able; hereby ratifying and confirming all that said Agent shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the hand and seal of Principal has hereunto been affixed:

**BY SIGNING HERE, I INDICATE THAT I UNDERSTAND THE PURPOSE AND EFFECT OF THIS DOCUMENT.**

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Principal signature \_\_\_\_\_ Date \_\_\_\_\_

**WITNESSES: (Optional but Recommended)**  
*[It is recommended to obtain the signatures of two witnesses and a Notary.]*

Name of Witness 1: \_\_\_\_\_

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Witness signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Witness Home Address  
\_\_\_\_\_

Name of Witness 2: \_\_\_\_\_

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Witness signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Witness Home Address  
\_\_\_\_\_

=====  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to or affirmed before me by  
\_\_\_\_\_, Principal,  
and \_\_\_\_\_,  
and \_\_\_\_\_,  
Witnesses, as the voluntary act and deed of the Principal, this  
\_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

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