you should seek legal advice before signing this form.

This section of the form provides for designation of one agent.

**DESIGNATION OF AGENT**

If you wish to name coagents, skip this section and use the next section (“Designation of

If you have questions about the power of attorney or the authority you are granting to your agent,

Instructions.

This power of attorney becomes effective immediately unless you state otherwise in the Special

have named a successor agent. You may also name a second successor agent.

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Agent’s Telephone Number: \_\_\_\_\_\_\_\_\_\_

If your agent is unavailable or unwilling to act for you, your power of attorney will end unless you

Agent’s Address: \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Name of Agent: \_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_ (Name of Principal), name the following person as my agent:

Coagents”).

attorney gives your agent the right to make limited decisions for you. You should very carefully

specific authorization you choose to give your agent.

If you choose to make a grant of limited authority, you should check the boxes that identify the

able to act for yourself.

decisions and act with respect to your property (including your money) whether or not you are

weigh your decision as to what powers you give your agent. Your agent will be able to make

and may give the agent only those limited powers that you specifically indicate. This power of

property for you (the principal). You need not give to your agent all the authorities listed below

This power of attorney authorizes another person (your agent) to make decisions concerning your

**PLEASE READ CAREFULLY**

**STATUTORY FORM LIMITED POWER OF ATTORNEY**

instructions of this power of attorney. If you indicate that your agent is to receive compensation,

unanimously unless you specify otherwise in the Special Instructions.

may name a coagent in the Special Instructions. Coagents are required to act together

This form provides for designation of one agent. If you wish to name more than one agent you

Instructions.

your agent is entitled to reasonable compensation or compensation as specified in the Special

Your agent is not entitled to compensation unless you indicate otherwise in the special

agent resigns or is unable to act for you.

generally the agent’s authority will continue until you die or revoke the power of attorney or the

You should select someone you trust to serve as your agent. Unless you specify otherwise,

This power of attorney does not authorize the agent to make health care decisions for you.

transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the

(2) Contract with another person, on terms agreeable to the agent, to accomplish a purpose of a

use anything so received or obtained for the purposes intended;

which the principal is, may become, or claims to be entitled, and conserve, invest, disburse, or

(1) Demand, receive, and obtain by litigation or otherwise, money or another thing of value to

choose below, the authority to do all acts that I could do to:

contract or another contract made by or on behalf of the principal;

I (“the principal”) grant my agent and any successor agent, with respect to each subject that I

**GRANT OF GENERAL AUTHORITY**

Second Successor Agent’s Telephone Number: \_\_\_\_\_\_\_\_\_\_

Second Successor Agent’s Address: \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

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carry out an act authorized in this power of attorney;

(5) Seek on the principal’s behalf the assistance of a court or other governmental agency to

intervene in litigation relating to the claim;

Name of Second Successor Agent: \_\_\_\_\_\_\_\_\_\_

accept a compromise with respect to a claim existing in favor of or against the principal or

(4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or

the schedule to this power of attorney;

contemporaneously or at a later time listing some or all of the principal’s property and attaching

agent considers desirable to accomplish a purpose of a transaction, including creating a schedule

(3) Execute, acknowledge, seal, deliver, file, or record any instrument or communication the

Coagent’s Telephone Number: \_\_\_\_\_\_\_\_\_\_

Coagent’s Address: \_\_\_\_\_\_\_\_\_\_

Name of Coagent: \_\_\_\_\_\_\_\_\_\_

Coagent’s Telephone Number: \_\_\_\_\_\_\_\_\_\_

Coagent’s Address: \_\_\_\_\_\_\_\_\_\_

Special Instructions Regarding Coagents: \_\_\_\_\_\_\_\_\_\_

Name of Coagent: \_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_ [Name of Principal], name the following persons as coagents:

to act together unanimously unless you otherwise provide in this form.

This section of the form provides for designation of two or more coagents. Coagents are required

**DESIGNATION OF COAGENTS (OPTIONAL)**

Name of Successor Agent: \_\_\_\_\_\_\_\_\_\_

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Successor Agent’s Telephone Number: \_\_\_\_\_\_\_\_\_\_

Successor Agent’s Address: \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

If my agent is unable or unwilling to act for me, I name as my successor agent:

**DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)**

or a debt guaranteed by the principal, including a reverse mortgage

owned or claimed to be owned by the principal, including:

[ ] (\_\_\_\_\_) Manage or conserve an interest in real property or a right incident to real property

asserted

trust, conditional sale contract, encumbrance, lien, or other claim to real property that exists or is

[ ] (\_\_\_\_\_) Release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of

security to borrow money or pay, renew, or extend the time of payment of a debt of the principal

[ ] (\_\_\_\_\_) Pledge or mortgage an interest in real property or right incident to real property as

property or a right incident to real property

entity in exchange for an interest in that entity, or otherwise grant or dispose of an interest in real

plat or consent to platting, develop, grant an option concerning, lease, sublease, contribute to an

subject to an easement or covenant, subdivide, apply for zoning or other governmental permits,

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interest or right

improvements on real property in or incident to which the principal has, or claims to have, an

[ ] (\_\_\_\_\_) Use, develop, alter, replace, remove, erect, or install structures or other

quitclaim, release, surrender, retain title for security, encumber, partition, consent to partitioning,

property

(4) Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real

receiving refunds in connection with them; and

(3) Paying, assessing, compromising, or contesting taxes or assessments or applying for and

otherwise;

(2) Obtaining or regaining possession of or protecting the interest or right by litigation or

(1) Insuring against liability or casualty or other loss;

by mail, electronic transmission, telephone, or other means; and

(9) Access communications intended for, and communicate on behalf of the principal, whether

subdivision, agency, or instrumentality, on behalf of the principal;

(8) Communicate with representatives or employees of a government or governmental

(10) Do lawful acts with respect to the subject and all property related to the subject.

principal’s interest under a statute or regulation;

(7) Prepare, execute, and file a record, report, or other document to safeguard or promote the

manager, expert witness, or other advisor;

(6) Engage, compensate, and discharge an attorney, accountant, discretionary investment

[ ] (\_\_\_\_\_) Sell, exchange, convey with or without covenants, representations, or warranties,

credit, or otherwise acquire or reject an interest in real property or a right incident to real property

[ ] (\_\_\_\_\_) Demand, buy, lease, receive, accept as a gift or as security for an extension of

A. **Real Property** – With respect to this category, I authorize my agent to:

**SUBJECTS AND AUTHORITY**

authority.)

authority over an entire subject, you may initial “All of the above” instead of initialing each

through each authority in any subject that you want to exclude. If you wish to grant general

(INITIAL each authority in any subject you want to include in the agent’s general authority. Cross

(5) Storing the property for hire or on a gratuitous bailment; and

(4) Moving the property from place to place;

receiving refunds in connection with taxes or assessments;

(3) Paying, assessing, compromising, or contesting taxes or assessments or applying for and

otherwise;

(2) Obtaining or regaining possession of or protecting the property or interest, by litigation or

(1) Insuring against liability or casualty or other loss;

property on behalf of the principal, including:

[ ] (\_\_\_\_\_) Manage or conserve tangible personal property or an interest in tangible personal

interest in tangible personal property

lien, or other claim on behalf of the principal, with respect to tangible personal property or an

[ ] (\_\_\_\_\_) Release, assign, satisfy, or enforce by litigation or otherwise, a security interest,

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[ ] (\_\_\_\_\_) Buy, sell, and exchange stocks and bonds

C. **Stocks and Bonds** – With respect to this subject, I authorize my agent to:

debt of the principal or a debt guaranteed by the principal

[ ] (\_\_\_\_\_) All of the above

[ ] (\_\_\_\_\_) Change the form of title of an interest in tangible personal property

(6) Using and making repairs, alterations, or improvements to the property

(3) Exercising voting rights in person or by proxy

property in which the principal has, or claims to have, an interest

[ ] (\_\_\_\_\_) Dedicate to public use, with or without consideration, easements or other real

[ ] (\_\_\_\_\_) Change the form of title of an interest in or a right incident to real property

stocks and bonds or other property; and

(2) Exercising or selling an option, a right of conversion, or a similar right with respect to the

(1) Selling or otherwise disposing of the stocks and bonds or other property;

and bonds or other property received in a plan of reorganization, including:

an interest in or a right incident to real property and receive, hold, and act with respect to stocks

[ ] (\_\_\_\_\_) Participate in a reorganization with respect to real property or an entity that owns

personal property as security to borrow money or pay, renew, or extend the time of payment of a

[ ] (\_\_\_\_\_) Grant a security interest in tangible personal property or an interest in tangible

property

sublease, or otherwise dispose of tangible personal property or an interest in tangible personal

quitclaim, release, surrender, create a security interest in, grant options concerning, lease,

[ ] (\_\_\_\_\_) Sell, exchange, convey with or without covenants, representations, or warranties,

tangible personal property

otherwise acquire or reject ownership or possession of tangible personal property or an interest in

[ ] (\_\_\_\_\_) Demand, buy, receive, accept as a gift or as security for an extension of credit, or

B. **Tangible Personal Property** – With respect to this subject, I authorize my agent to:

[ ] (\_\_\_\_\_) All of the above

[ ] (\_\_\_\_\_) Receive statements of account, vouchers, notices, and similar documents from a

property of the principal deposited with or left in the custody of a financial institution

[ ] (\_\_\_\_\_) Withdraw, by check, money order, electronic funds transfer, or otherwise, money or

leave in the custody of, a financial institution money or property of the principal

[ ] (\_\_\_\_\_) Deposit by check, money order, electronic funds transfer, or otherwise with, or

deposit box or space in a vault

[ ] (\_\_\_\_\_) Contract for services available from a financial institution, including renting a safe

credit union, thrift company, brokerage firm, or other financial institution selected by the agent

account or other banking arrangement with a bank, trust company, savings and loan association,

[ ] (\_\_\_\_\_) Establish, modify, transact all business in connection with, and terminate an

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transactions, and accept a draft drawn by a person on the principal and pay the draft when due

principal or the principal’s order, transfer money, receive the cash or other proceeds of those

checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the

[ ] (\_\_\_\_\_) Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes,

guaranteed by the principal

to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt

[ ] (\_\_\_\_\_) Borrow money and pledge as security personal property of the principal necessary

[ ] (\_\_\_\_\_) Enter a safe deposit box or vault and withdraw or add to the contents

financial institution and act with respect to them

bonds

[ ] (\_\_\_\_\_) All of the above

into voting trusts, and consent to limitations on the right to vote

[ ] (\_\_\_\_\_) Exercise voting rights with respect to stocks and bonds in person or by proxy, enter

[ ] (\_\_\_\_\_) Receive certificates and other evidences of ownership with respect to stocks and

payment of a debt of the principal

[ ] (\_\_\_\_\_) Pledge stocks and bonds as security to borrow, pay, renew, or extend the time of

bonds

account or other banking arrangement made by or on behalf of the principal

[ ] (\_\_\_\_\_) Continue, modify, transact all business in connection with, and terminate an

to:

E. **Banks and Other Financial Institutions** – With respect to this subject, I authorize my agent

[ ] (\_\_\_\_\_) All of the above

[ ] (\_\_\_\_\_) Establish, continue, modify, or terminate an account with respect to stocks and

[ ] (\_\_\_\_\_) Establish, continue, modify, and terminate option accounts

call or put options on stocks or stock indexes traded on a regulated option exchange

[ ] (\_\_\_\_\_) Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and

D. **Commodities** – With respect to this subject, I authorize my agent to:

(v) The mode of engaging, compensating, and dealing with the employees and accountants,

(iv) The amount and types of insurance carried by the entity or business; and

advertising employed in the operation of the entity or business;

(iii) The methods of manufacturing, selling, merchandising, financing, accounting, and

(ii) The nature and extent of the business of the entity or business;

(i) The location of the operation of the entity or business;

(2) Determine:

attorneys, or other advisors of the entity or business;

principal with respect to the entity or business before execution of this power of attorney;

(1) Continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the

[ ] (\_\_\_\_\_) With respect to an entity or business owned solely by the principal:

concerning stocks and bonds

propose or accept a compromise with respect to litigation to which the principal is a party

[ ] (\_\_\_\_\_) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or

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merger of the entity or business

[ ] (\_\_\_\_\_) Join in a plan of reorganization, consolidation, conversion, domestication, or

interest

[ ] (\_\_\_\_\_) Put additional capital into an entity or a business in which the principal has an

entity or business

operation of the entity or business and control and disburse the money in the operation of the

(4) Demand and receive money due or claimed by the principal or on the principal’s behalf in the

the entity or business; and

enter into an ownership agreement with other persons to take over all or part of the operation of

(3) Change the name or form of organization under which the entity or business is operated and

F. **Operation of an Entity or a Business** – With respect to this subject, I authorize my agent to:

[ ] (\_\_\_\_\_) All of the above

or a financial transaction with a financial institution

[ ] (\_\_\_\_\_) Consent to an extension of the time of payment with respect to commercial paper

or other agreement in connection with letters of credit

transaction authorizations, and traveler’s checks from a financial institution and give an indemnity

[ ] (\_\_\_\_\_) Apply for, receive, and use letters of credit, credit cards and debit cards, electronic

document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument

[ ] (\_\_\_\_\_) Receive for the principal and act on a sight draft, warehouse receipt, other

privilege, or an option the principal has or claims to have as the holder of stocks and bonds

[ ] (\_\_\_\_\_) Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power,

because of an ownership interest

propose or accept a compromise with respect to litigation to which the principal is a party

[ ] (\_\_\_\_\_) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or

[ ] (\_\_\_\_\_) Enforce the terms of an ownership agreement

power, privilege, or an option that the principal has, may have, or claims to have

[ ] (\_\_\_\_\_) Perform a duty or discharge a liability and exercise in person or by proxy a right,

[ ] (\_\_\_\_\_) Operate, buy, sell, enlarge, reduce, or terminate an ownership interest

principal has or claims to have authority described in this section

[ ] (\_\_\_\_\_) Change or convert the type of insurance or annuity with respect to which the

[ ] (\_\_\_\_\_) Change the manner of paying premiums on a contract of insurance or annuity

[ ] (\_\_\_\_\_) Exercise investment powers available under a contract of insurance or annuity

[ ] (\_\_\_\_\_) Exercise an election

annuity

[ ] (\_\_\_\_\_) Surrender and receive the cash surrender value on a contract of insurance or

[ ] (\_\_\_\_\_) Apply for and receive a loan secured by a contract of insurance or annuity

[ ] (\_\_\_\_\_) Select the form and timing of the payment of proceeds from a contract of insurance

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connection with a tax or assessment levied by a taxing authority with respect to a contract of

[ ] (\_\_\_\_\_) Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in

or annuity

principal in a contract of insurance or annuity

[ ] (\_\_\_\_\_) Collect, sell, assign, hypothecate, borrow against, or pledge the interest of the

guarantee or pay premiums of a contract of insurance on the life of the principal

[ ] (\_\_\_\_\_) Apply for and procure a benefit or assistance under a statute or regulation to

law, money paid before or after the execution of this power of attorney

penalties, with respect to an entity or a business, including attempts to recover, as permitted by

other acts to protect the principal from illegal or unnecessary taxation, assessments, fines, or

[ ] (\_\_\_\_\_) Pay, compromise, or contest taxes, assessments, fines, or penalties and perform

papers with respect to an entity or business and make related payments

[ ] (\_\_\_\_\_) All of the above

[ ] (\_\_\_\_\_) Prepare, sign, file, and deliver reports, compilations of information, returns, or other

the principal is a party

[ ] (\_\_\_\_\_) Establish the value of an entity or a business under a buyout agreement to which

[ ] (\_\_\_\_\_) Sell or liquidate all or part of an entity or business

terminate a contract of insurance or annuity procured by the agent

[ ] (\_\_\_\_\_) Pay the premium or make a contribution on, modify, exchange, rescind, release, or

of insurance or annuity, and mode of payment

principal and the principal’s spouse, children, and other dependents, and select the amount, type

[ ] (\_\_\_\_\_) Procure new, different, and additional contracts of insurance and annuities for the

under the contract

an annuity to either the principal or another person, whether or not the principal is a beneficiary

release, or terminate a contract procured by or on behalf of the principal that insures or provides

[ ] (\_\_\_\_\_) Continue, pay the premium or make a contribution on, modify, exchange, rescind,

G. **Insurance and Annuities** – With respect to this subject, I authorize my agent to:

share in or payment from the fund described above

[ ] (\_\_\_\_\_) Assert and maintain before a court or administrative agency a claim, claim for relief,

I. **Claims and Litigation** – With respect to this subject, I authorize my agent to:

[ ] (\_\_\_\_\_) All of the above

cause of action, counterclaim, offset, recoupment, or defense, including an action to recover

[ ] (\_\_\_\_\_) Reject, renounce, disclaim, release, or consent to a reduction in or modification of a

the trustee of a revocable trust created by the principal as settlor

with financial institutions or securities intermediaries, insurance, annuities, and other property to

[ ] (\_\_\_\_\_) Transfer an interest of the principal in real property, stocks and bonds, accounts

[ ] (\_\_\_\_\_) Seek an attachment, garnishment, order of arrest, or other preliminary, provisional,

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decree

or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or

[ ] (\_\_\_\_\_) Conserve, invest, disburse, or use anything received for an authorized purpose

litigation

[ ] (\_\_\_\_\_) Bring an action to determine adverse claims or intervene or otherwise participate in

tax liability, or seek an injunction, specific performance, or other relief

property or other thing of value, recover damages sustained by the principal, eliminate or modify

may become, or claims to be entitled to a share or payment) – With respect to this subject, I

[ ] (\_\_\_\_\_) Demand or obtain money or another thing of value to which the principal is, may

from the fund described above

[ ] (\_\_\_\_\_) Accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment

authorize my agent to:

become, or claims to be entitled by reason of the fund described above, by litigation or otherwise

guardianships, conservatorships, escrows, or custodianships or funds from which the principal is,

H. **Estates, Trusts, and Other Beneficial Interests** (including trusts, probate estates,

[ ] (\_\_\_\_\_) All of the above

by reason of the tax or assessment

fiduciary

propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a

[ ] (\_\_\_\_\_) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or

of the principal

insurance or annuity or the proceeds or liability from the contract of insurance or annuity accruing

effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest

propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or

[ ] (\_\_\_\_\_) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or

appointment held by the principal

[ ] (\_\_\_\_\_) Exercise for the benefit of the principal a presently exercisable general power of

(2) Paying the operating costs, including interest, amortization payments, repairs,

(1) Purchase, lease, or other contract; or

[ ] (\_\_\_\_\_) Provide living quarters for the individuals described above by:

a court or governmental agency or an agreement to which the principal is a party

[ ] (\_\_\_\_\_) Make periodic payments of child support and other family maintenance required by

support;

(3) The individuals whom the principal has customarily supported or indicated the intent to

(2) Other individuals legally entitled to be supported by the principal; and

(1) The principal’s children;

attorney is executed or later born:

principal, the principal’s spouse, and the following individuals, whether living when this power of

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U.S.C. § 1320d, and applicable regulations in making decisions related to the past, present, or

Insurance Portability and Accountability Act, §§ 1171 through 1179 of the Social Security Act, 42

[ ] (\_\_\_\_\_) Act as the principal’s personal representative in accordance with the Health

individuals described above

[ ] (\_\_\_\_\_) Perform the acts necessary to maintain the customary standard of living of the

[ ] (\_\_\_\_\_) Pay expenses for necessary health care and custodial care on behalf of the

and other current living costs for the individuals described above

shelter, clothing, food, appropriate education, including postsecondary and vocational education,

[ ] (\_\_\_\_\_) Provide normal domestic help, usual vacations and travel expenses, and funds for

improvements, and taxes, for premises owned by the principal or occupied by those individuals

[ ] (\_\_\_\_\_) Waive the issuance and service of process on the principal, accept service of

involuntary, concerning the principal or some other person, or with respect to a reorganization,

[ ] (\_\_\_\_\_) Act for the principal with respect to bankruptcy or insolvency, whether voluntary or

instrument in connection with the prosecution, settlement, or defense of a claim or litigation

waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other

preparation and printing of records and briefs, receive, execute, and file or deliver a consent,

seek appellate review, procure and give surety and indemnity bonds, contract and pay for the

may be served, execute and file or deliver stipulations on the principal’s behalf, verify pleadings,

process, appear for the principal, designate persons on which process directed to the principal

receivership, or application for the appointment of a receiver or trustee that affects an interest of

compromise

[ ] (\_\_\_\_\_) Submit to alternative dispute resolution, settle, and propose or accept a

litigation

controversy on an agreed statement of facts, consent to examination, and bind the principal in

J. **Personal and Family Maintenance** – With respect to this subject, I authorize my agent to:

[ ] (\_\_\_\_\_) All of the above

claim or litigation

[ ] (\_\_\_\_\_) Make or accept a tender, offer of judgment, or admission of facts, submit a

[ ] (\_\_\_\_\_) Receive money or other thing of value paid in settlement of or as proceeds of a

connection with a claim or litigation

[ ] (\_\_\_\_\_) Pay a judgment, award, or order against the principal or a settlement made in

the principal in property or other thing of value

principal may be entitled to receive under a statute or regulation

propose or accept a compromise with respect to litigation concerning a benefit or assistance the

[ ] (\_\_\_\_\_) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or

financial or otherwise, to which the principal may be entitled under a statute or regulation

[ ] (\_\_\_\_\_) Prepare, file, and maintain a claim of the principal for a benefit or assistance,

behalf, a benefit or program

[ ] (\_\_\_\_\_) Enroll in, apply for, select, reject, change, amend, or discontinue, on the principal’s

shipping ticket, certificate, or other instrument for that purpose

governmental or private, and execute and deliver a release, voucher, receipt, bill of lading,

from a post, warehouse, depot, dock, or other place of storage or safekeeping, either

L. **Retirement Plans** (including a plan or account created by an employer, the principal, or

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the Internal Revenue Code:

is a participant, beneficiary, or owner, including a plan or account under the following sections of

another individual to provide retirement benefits or deferred compensation of which the principal

[ ] (\_\_\_\_\_) Take possession and order the removal and shipment of property of the principal

[ ] (\_\_\_\_\_) All of the above

disburse, or use for a lawful purpose anything so received

[ ] (\_\_\_\_\_) Receive the financial proceeds of a claim described above and conserve, invest,

[ ] (\_\_\_\_\_) Maintain credit and debit accounts for the convenience of the individuals described

limited by, authority that an agent may or may not have with respect to gifts under this power of

(NOTE: Authority with respect to personal and family maintenance is neither dependent on, nor

organizations

religious institution, club, society, order, or other organization or to continue contributions to those

[ ] (\_\_\_\_\_) Continue payments incidental to the membership or affiliation of the principal in a

above and open new accounts

transportation, for the individuals described above

transportation, including registering, licensing, insuring, and replacing the means of

[ ] (\_\_\_\_\_) Continue provisions made by the principal for automobiles or other means of

under the law of this State to consent to health care on behalf of the principal

those individuals

in “J. Personal and Family Maintenance” above, and for shipment of the household effects of

principal, including allowances and reimbursements for transportation of the individuals described

payable by the United States or a foreign government or by a state or subdivision of a state to the

[ ] (\_\_\_\_\_) Execute vouchers in the name of the principal for allowances and reimbursements

and Medicaid) – With respect to this subject, I authorize my agent to:

future payment for the provision of health care consented to by the principal or anyone authorized

program, or assistance provided under a statute or regulation including Social Security, Medicare,

K. **Benefits from Governmental Programs or Civil or Military Service** (including any benefit,

[ ] (\_\_\_\_\_) All of the above

attorney.)

Code Section 2032A, 26 U.S.C. § 2032A, closing agreements, and other powers of attorney

[ ] (\_\_\_\_\_) Exercise elections available to the principal under federal, state, local, or foreign

contest deficiencies determined by the Internal Revenue Service or other taxing authority

[ ] (\_\_\_\_\_) Pay taxes due, collect refunds, post bonds, receive confidential information, and

which the statute of limitations has not run and the following 25 tax years

required by the Internal Revenue Service or other taxing authority with respect to a tax year on

receipts, offers, waivers, consents, including consents and agreements under Internal Revenue

for extension of time, petitions regarding tax matters, and other tax–related documents, including

property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests

[ ] (\_\_\_\_\_) Prepare, sign, and file federal, state, local, and foreign income, gift, payroll,

M. **Taxes** – With respect to this subject, I authorize my agent to:

[ ] (\_\_\_\_\_) All of the above

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529, 26 U.S.C. § 529) – With respect to this subject, I authorize my agent to:

tuition savings account or prepaid tuition plan as defined under Internal Revenue Code Section

N. **Gifts** (including gifts to a trust, an account under the Uniform Transfers to Minors Act, and a

[ ] (\_\_\_\_\_) All of the above

Service, or other taxing authority

[ ] (\_\_\_\_\_) Act for the principal in all tax matters for all periods before the Internal Revenue

tax law

(5) A pension, profit–sharing, stock bonus, or other retirement plan qualified under Internal

[ ] (\_\_\_\_\_) Select the form and timing of payments under a retirement plan and withdraw

U.S.C. § 409A) – With respect to this subject, I authorize my agent to:

(7) A nonqualified deferred compensation plan under Internal Revenue Code Section 409A, 26

(6) A plan under Internal Revenue Code Section 457(b), 26 U.S.C. § 457(b); and

Revenue Code Section 401(a), 26 U.S.C. § 401(a);

benefits from a plan

26 U.S.C. § 403(b);

(4) An annuity or mutual fund custodial account under Internal Revenue Code Section 403(b),

U.S.C. § 408(q);

(3) A deemed individual retirement account under Internal Revenue Code Section 408(q), 26

§ 408A;

(2) A Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C.

408;

[ ] (\_\_\_\_\_) Borrow from, sell assets to, or purchase assets from a retirement plan

[ ] (\_\_\_\_\_) Exercise investment powers available under a retirement plan

[ ] (\_\_\_\_\_) Make contributions to a retirement plan

(1) An individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. §

[ ] (\_\_\_\_\_) Establish a retirement plan in the principal’s name

retirement plan to another

[ ] (\_\_\_\_\_) Make a rollover, including a direct trustee–to–trustee rollover, of benefits from one

[ ] (\_\_\_\_\_) Create an inter vivos trust, or amend, revoke, or terminate an existing inter vivos

spouse, or a dependent of the agent as a beneficiary, I will explicitly state this authority within the

this power of attorney; and, if I wish to authorize my agent to designate the agent, the agent’s

[ ] (\_\_\_\_\_) Create or change a beneficiary designation, subject to any special instructions in

[ ] (\_\_\_\_\_) Create or change rights of survivorship

[ ] (\_\_\_\_\_) Make a gift, subject to any special instructions in this power of attorney

trust if the trust expressly authorizes that action by the agent

special instructions of this power of attorney or in a separate power of attorney

agent’s estate. INITIAL ONLY the specific authority you WANT to give your agent.)

taxable gift by you and may make the property subject to that authority taxable as part of the

any retirement plan, the agent, the agent’s spouse, or a dependent of the agent may constitute a

In addition, granting your agent the authority to make gifts to, or to designate as the beneficiary of

could significantly reduce your property or change how your property is distributed at your death.

(CAUTION: Granting any of the following will give your agent the authority to take actions that

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**LIMITATION ON AGENT’S AUTHORITY**

[ ] (\_\_\_\_\_) Disclaim or refuse an interest in property, including a power of appointment

[ ] (\_\_\_\_\_) Exercise fiduciary powers that the principal has authority to delegate

including a survivor benefit under a retirement plan

[ ] (\_\_\_\_\_) Waive the principal’s right to be a beneficiary of a joint and survivor annuity,

attorney

[ ] (\_\_\_\_\_) Authorize another person to exercise the authority granted under this power of

the splitting of a gift made by the principal’s spouse in an amount for each donee not to exceed

(1) The value and nature of the principal’s property;

including:

agent determines is consistent with the principal’s best interest based on all relevant factors,

consistent with the principal’s objectives if actually known by the agent and, if unknown, as the

(NOTE: An agent may only make a gift of the principal’s property as the agent determines is

the aggregate annual gift tax exclusions for both spouses

(2) The principal’s foreseeable obligations and need for maintenance;

[ ] (\_\_\_\_\_) Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. § 2513, to

2513, in an amount for each donee not to exceed twice the annual federal gift tax exclusion limit

agrees to consent to a split gift pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §

regard to whether the federal gift tax exclusion applies to the gift, or if the principal’s spouse

gift tax exclusion under Internal Revenue Code Section 2503(b), 26 U.S.C. § 2503(b), without

by the principal, in an amount for each donee not to exceed the annual dollar limits of the federal

property, including by the exercise of a presently exercisable general power of appointment held

specific authority listed below:

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the

**GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

[ ] (\_\_\_\_\_) All of the above

[ ] (\_\_\_\_\_) Make outright to, or for the benefit of, a person, a gift of part or all of the principal’s

(5) The principal’s personal history of making or joining in making gifts.)

(4) Eligibility for a benefit, a program, or assistance under a statute or regulation; and

and gift taxes;

(3) Minimization of taxes, including income, estate, inheritance, generation–skipping transfer,

Your Telephone Number: \_\_\_\_\_\_\_\_\_\_

Your Address: \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Your Name Printed: \_\_\_\_\_\_\_\_\_\_

Your Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE AND ACKNOWLEDGMENT OF PRINCIPAL**

Nominee’s Telephone Number: \_\_\_\_\_\_\_\_\_\_

Nominee’s Address:\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_

Name of Nominee for guardian of my person: \_\_\_\_\_\_\_\_\_\_

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Date], by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name of Principal].

This document was acknowledged before me on

(COUNTY) OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Instructions.

This power of attorney is effective immediately unless I have stated otherwise in the Special

**EFFECTIVE DATE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You may give special instructions on the following lines:

**SPECIAL INSTRUCTIONS (OPTIONAL)**

that authority in the Special Instructions.

the agent or a person to whom the agent owes an obligation of support unless I have included

If it becomes necessary for a court to appoint a guardian of my property or guardian of my

Nominee’s Telephone Number: \_\_\_\_\_\_\_\_\_\_

Nominee’s Address:\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_

Name of Nominee for guardian of my property: \_\_\_\_\_\_\_\_\_\_

person, I nominate the following person(s) for appointment:

An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit

**NOMINATION OF GUARDIAN (OPTIONAL)**

date)

This power of attorney shall terminate on \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_, 20\_\_\_.. (Use a specific calendar

**TERMINATION DATE (OPTIONAL)**

Unless the Special Instructions in this power of attorney state otherwise, you must also:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Principal’s Name) by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Your Signature) as Agent

name of the principal and signing your own name as “agent” in the following manner:

(1) Act loyally for the principal’s benefit;

(4) Disclose your identity as an agent whenever you act for the principal by writing or printing the

(3) Do nothing beyond the authority granted in this power of attorney; and

(2) Act with care, competence, and diligence for the best interest of the principal;

if you do not know the principal’s expectations, act in the principal’s best interest;

(1) Do what you know the principal reasonably expects you to do with the principal’s property or,

continue until you resign or the power of attorney is terminated or revoked. You must:

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attorney or your authority to act under a power of attorney include:

of attorney or your authority under this power of attorney. Events that terminate a power of

You must stop acting on behalf of the principal if you learn of any event that terminates this power

**Termination of Agent’s Authority**

created between you and the principal. This relationship imposes on you legal duties that

is consistent with the principal’s best interest.

(5) Attempt to preserve the principal’s estate plan if you know the plan and preserving the plan

expectations, to act in the principal’s best interest; and

to do what you know the principal reasonably expects or, if you do not know the principal’s

(4) Cooperate with any person that has authority to make health care decisions for the principal

principal;

(3) Keep a record of all receipts, disbursements, and transactions made on behalf of the

(2) Avoid conflicts that would impair your ability to act in the principal’s best interest;

Witness #1 Telephone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness #1 Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness #1 Signature Witness #1 Name Printed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

same and have signed our names as attesting witnesses.

his/her presence and at his/her request, and in the presence of each other, have attested to the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name of Principal] in our presence to be his/her power of attorney. We, in

The foregoing power of attorney was, on the date written above, published and declared by

**WITNESS ATTESTATION**

When you accept the authority granted under this power of attorney, a special legal relationship is

**Agent’s Duties**

**IMPORTANT INFORMATION FOR AGENT**

This document prepared by: \_\_\_\_\_\_\_\_\_\_

Witness #2 Telephone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness #2 Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness #2 Signature Witness #2 Name Printed

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

Agent’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNATURE AND ACKNOWLEDGMENT OF AGENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Insert other relevant statements)

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

contingency, the event or contingency has occurred;

(2) If the power of attorney was drafted to become effective upon the happening of an event or

attorney have not terminated;

the power of attorney and the power of attorney and my authority to act under the power of

(1) The Principal is alive and has not revoked the power of attorney or my authority to act under

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date), by \_\_\_\_\_\_\_\_\_\_ (Name of Agent).

This document was acknowledged before me on

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

Agent's Address: \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

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

for any damages caused by your violation.

Title 17 of the Estates and Trusts Article, or act outside the authority granted, you may be liable

Title 17 of the Estates and Trusts Article. If you violate the [State Name] Power of Attorney Act,

The meaning of the authority granted to you is defined in the [State Name] Power of Attorney Act,

**Liability of Agent**

an action will not terminate your authority.

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

for your legal separation, unless the Special Instructions in this power of attorney state that such

(5) If you are married to the principal, a legal action is filed with a court to end your marriage, or

(4) The purpose of the power of attorney is fully accomplished; or

(3) The occurrence of a termination event stated in the power of attorney;

(2) The principal’s revocation of the power of attorney or your authority;

(1) Death of the principal;

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, further certify that to my knowledge:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Principal) granted me authority as an agent or successor agent in a power of attorney dated

I, \_\_\_\_\_\_\_\_\_\_ (Name of Agent), certify under penalty of perjury that \_\_\_\_\_\_\_\_\_\_ (Name of

County of \_\_\_\_\_\_\_\_\_\_

**AUTHORITY**

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

seek legal advice.

This document prepared by: \_\_\_\_\_\_\_\_\_\_

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This page intentionally left blank.

- Diagnosed with a chronic condition or life threatening

you

may

still

be

able

to

- Military personnel being deployed overseas

communicate by blinking your eyes.

- Traveling abroad for an extended period of time

example,

**WHAT HAPPENS IF I DO NOT HAVE A**

illness

**POWER OF ATTORNEY?**

- Growing wiser and older but concerned about your

current health

- Married and want your spouse to have legal authority

Without

a

Power

health

make

health

someone wants the peace of mind that their financial

decisions for you if you cannot. Your health care agent

or health decisions will be made by someone they

will also ensure that your health care providers give

trust.

you the care you wish to receive. You can also require

that

your

of

care

agent

communicate

in

any

You may need a Power of Attorney if you are:

manner with you about any specific proposed health

- Over the age of 18 years old

care.

For

and

**YOU GIVE YOUR AGENT?**

guardian exceeds $1,000. Instead, a Power of Attorney

allows you to take back control and proactively choose

Some of the general powers you can grant to your

who YOU want to represent your best interests.

Agent include managing the following: real property,

tangible

personal

property,

stocks

appointed

bonds,

commodities and options, banks and other financial

institutions,

insurance,

estates

and

trusts,

and

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firefighter or member of police force)

Attorney,

even

if

you

have

a

over property you own

spouse, the court may need to step in and appoint a

- Engaged in a high risk profession (i.e. emergency

guardian or conservator for you if you ever become

will

incapacitated. The process of appointing a guardian is

costly and requires the guardian to formally report your

situation to the court each year. CNN Money estimates

**WHAT KIND OF GENERAL POWERS CAN**

that

the

process

of

obtaining

a

court

and

power to manage the personal, business, or legal affairs

**WHEN DOES A POWER OF ATTORNEY END?**

of the Principal. Further, the Agent has a fiduciary duty to

act

in

the

Principal’s

best

financial

interest

parties-- a Principal and an Agent. The Agent is given

in

A conventional or ordinary Power of Attorney ends

accordance with their wishes.

when you become incapacitated. In contrast, a Durable

Power of Attorney allows the Agent to continue acting

A simple Power of Attorney will identify the following

on behalf of the Principal even when they become

basic elements:

Agent to begin acting on your behalf immediately (i.e.

**GENERAL INSTRUCTIONS**

**WHEN SHOULD A POWER OF ATTORNEY**

**BEGIN?**

**WHAT IS A POWER OF ATTORNEY?**

Depending on your circumstances, you may want your

incapacitated.

A Power of Attorney is a written document that officially

Durable

Power

of

Attorney)

or

later

(i.e.

Springing

recognizes a legally binding relationship between two

Power of Attorney).

(i.e.

Health

Care

Power

of

- Signatures: the Principal and a Notary must sign the

Attorney). Most individuals have a separate Power of

Power of Attorney

Attorney for general matters and health care issues.

decisions

**WHEN IS IT NEEDED?**

Many states, however, combine the a Living Will and

Power of Attorney into one “advance directive” form. A

Power of Attorney for Health Care allows you to name

Power of Attorneys or POAs are commonly used when

your

health

agent,

someone

who

- Agent(s): someone responsible and trusted to act on

another person’s behalf

**WHAT KIND OF MATTERS CAN A POWER OF**

- Principal: the person wanting assistance with personal,

**ATTORNEY CONTROL?**

business, or legal matters

- Grant of Authority: the Agent has general or specific

authority to take certain actions

A Power of Attorney can be

used

to

handle

non-

- Effective Date: when the Power of Attorney begins,

medical matters (i.e. Financial Power of Attorney) or

usually immediately

health

care

operation of businesses.

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