

# General Power of Attorney

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## GENERAL POWER OF ATTORNEY

This General Power of Attorney ("Agreement" or "Power of Attorney") is made on [DATE], by and between the undersigned Principal and the Agent named below.

### 1. PRINCIPAL

Name: [PRINCIPAL NAME]

Address: [PRINCIPAL ADDRESS], [PRINCIPAL CITY], [PRINCIPAL STATE] [PRINCIPAL ZIP]

### 2. DESIGNATION OF AGENT

2.1 Appointment. The Principal hereby appoints [AGENT NAME], residing at [AGENT ADDRESS], [AGENT CITY], [AGENT STATE] [AGENT ZIP], as Agent (also referred to as Attorney-in-Fact) to act in the name, place and stead of the Principal.

2.2 Successor Agent. If [AGENT NAME] is unable or unwilling to serve, the following person is designated as Successor Agent: [SUCCESSOR AGENT NAME], [SUCCESSOR AGENT ADDRESS], [SUCCESSOR AGENT CITY], [SUCCESSOR AGENT STATE] [SUCCESSOR AGENT ZIP]. Additional successor agents may be named here: [ADDITIONAL SUCCESSOR AGENTS].

### 3. EFFECTIVE DATE AND DURATION

3.1 Effective Date. This Power of Attorney is effective on: [EFFECTIVE DATE OR "IMMEDIATE" OR "UPON DETERMINATION OF INCAPACITY"].

3.2 Durability. This Power of Attorney is intended to be durable. If the word "Durable" is selected below then the authority conferred shall not be affected by the subsequent incapacity of the Principal.  
[DURABLE: YES / NO]

3.3 Termination. This Power of Attorney shall continue until revoked by the Principal in accordance with Section 12, until the Termination Date if a date is specified here: [TERMINATION DATE OR "NONE"], or as otherwise provided by law.

### 4. GRANT OF GENERAL AUTHORITY

Subject to the limitations in Section 5 and any additional instructions below, the Principal grants the Agent full power and authority to act for the Principal in all matters, including but not limited to the following categories of powers. The enumeration of powers below is illustrative and does not limit the generality of the Agent's authority.

a) Real Property: To manage, lease, purchase, sell, mortgage, encumber, repair, insure, and convey any real property or interest therein owned by the Principal.

b) Tangible Personal Property: To acquire, sell, maintain, insure, and dispose of tangible personal property.

c) Banking and Financial Transactions: To open, maintain, close accounts; deposit, withdraw, endorse checks; negotiate financial instruments; and deal with banks, brokerage firms, and other financial institutions.

d) Investment Decisions: To buy, sell, trade, and otherwise manage investments, securities, and trust interests, and to exercise voting rights or other incidents thereof.

e) Business Operations: To operate, buy, sell, restructure, or otherwise transact business interests owned by the Principal, including executing documents necessary to manage business affairs.

- f) Tax Matters: To prepare, sign, and file federal, state, and local tax returns and related documents, to represent the Principal before tax authorities, and to handle tax payments and refunds.
- g) Claims and Litigation: To initiate, defend, settle, and otherwise handle claims, lawsuits, administrative proceedings, and other disputes involving the Principal.
- h) Retirement Benefits and Social Security: To apply for, receive, and manage retirement benefits, pension distributions, Social Security, Medicare, Medicaid, and other public benefits.
- i) Insurance: To procure, modify, and cancel insurance policies, and to file and prosecute claims.
- j) Employee Benefits: To exercise rights, options, and elections under employee benefit plans including enrolling or disenrolling, and to act in regard to ERISA matters.
- k) Gifts and Transfers: To make or revoke gifts on behalf of the Principal, subject to the following limitations: [GIFT LIMITATIONS OR "NONE"].
- l) Digital Assets and Records: To access, manage, control, transfer, and delete electronic communications, accounts, social media, digital files, and digital property.
- m) Other Powers: To perform all acts that the Principal could perform with respect to any and all other property, business interests, or rights.

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

The Agent shall not, unless expressly authorized in writing below, do the following:

- a) Make, amend, or revoke the Principal's Last Will and Testament.
- b) Create or revoke a revocable living trust for the Principal.
- c) Make health care decisions for the Principal (this Power of Attorney does not constitute a health care directive).
- d) Exercise any power that would require a court order under applicable law.
- e) Other specific limitations: [SPECIFIC LIMITATIONS OR "NONE"].

## **6. STANDARD OF CARE; CONFLICTS OF INTEREST**

The Agent shall exercise the authority granted hereunder in good faith, in accordance with the Principal's reasonable expectations to the extent known by the Agent, and otherwise in the Principal's best interests. If the Agent has a conflict between personal interests and those of the Principal, the Agent shall act to avoid conflicts and shall disclose any material conflict to the Principal and to affected third parties.

## **7. THIRD-PARTY RELIANCE**

Third parties dealing with the Agent may rely upon a copy of this Power of Attorney or upon reasonable proof of the Agent's authority. A third party who acts in good faith and without actual knowledge of revocation or termination is not liable to the Principal or the Principal's estate for permitting the exercise of authority conferred by this Power of Attorney.

## **8. COMPENSATION AND EXPENSES**

The Agent shall be entitled to reasonable compensation for services as Agent and to reimbursement for reasonable expenses incurred on behalf of the Principal, unless the Principal and Agent have agreed otherwise: [AGENT COMPENSATION TERMS OR "NONE"].

## **9. INDEMNIFICATION**

To the fullest extent permitted by law, the Principal shall indemnify and hold the Agent harmless from any claims, liabilities, losses, or expenses that arise from good-faith performance of duties under this Power of Attorney. This indemnification does not apply to acts of willful misconduct or gross negligence.

## **10. ACCOUNTING**

The Agent shall maintain accurate records of all receipts, disbursements, and transactions made on behalf of the Principal and shall make such records available to the Principal or to any person designated by the Principal upon reasonable request or as ordered by a court of competent jurisdiction.

## **11. SUCCESSION; MULTIPLE AGENTS**

11.1 Multiple Agents. If more than one Agent is appointed, they shall act [JOINTLY / JOINTLY AND SEVERALLY] (select one): [JOINTLY / JOINTLY AND SEVERALLY].

11.2 Successor Agents. A successor agent shall have the same powers as the original Agent when appointed in writing by the Principal or upon the Agent's death, incapacity, resignation, refusal to act, or disqualification.

## **12. REVOCATION**

12.1 Revocation by Principal. This Power of Attorney may be revoked by the Principal at any time by providing written notice to the Agent and to any third parties reasonably likely to rely on this Power of Attorney.

12.2 Automatic Revocation. This Power of Attorney is revoked automatically upon the Principal's death, unless otherwise provided by applicable law.

## **13. GOVERNING LAW**

This Power of Attorney shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to that State's conflict of laws principles. Venue for any dispute arising under this Power of Attorney shall lie in [COUNTY], [STATE].

## **14. SEVERABILITY**

If any provision of this Power of Attorney is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

## **15. AMENDMENT**

This Power of Attorney may be amended only by a written instrument signed by the Principal and delivered to the Agent.

## **16. NOTICE**

Notices required or permitted under this Power of Attorney shall be in writing and shall be delivered personally, by certified mail (return receipt requested), by courier, or by email to the addresses provided below or to any updated address provided in writing.

## **17. REPRESENTATIONS**

The Principal represents and warrants that the Principal is of sound mind and legally competent to execute this Power of Attorney, that the Principal is not acting under duress or undue influence, and that the Principal understands the nature and consequences of this appointment.

## **18. ACKNOWLEDGMENT AND ACCEPTANCE BY AGENT**

I, [AGENT NAME], hereby accept the appointment as Agent under this Power of Attorney and agree to act in accordance with the terms of this instrument and applicable law.

## **19. OPTIONAL PROVISIONS**

19.1 HIPAA Authorization (Optional): To the extent permitted by law, the Principal authorizes the Agent to request, receive, and review protected health information and to execute HIPAA authorizations as needed. [HIPAA AUTHORIZATION: YES / NO]

19.2 Other Instructions: [OTHER INSTRUCTIONS OR "NONE"].

## **20. EXECUTION**

IN WITNESS WHEREOF, the Principal has executed this General Power of Attorney on the date first written above.

Principal:

Signature: \_\_\_\_\_

Printed Name: [PRINCIPAL NAME]

Date: [DATE]

Address: [PRINCIPAL ADDRESS], [PRINCIPAL CITY], [PRINCIPAL STATE] [PRINCIPAL ZIP]

Agent (Acceptance):

Signature: \_\_\_\_\_

Printed Name: [AGENT NAME]

Date: [DATE]

Address: [AGENT ADDRESS], [AGENT CITY], [AGENT STATE] [AGENT ZIP]

Successor Agent (Acceptance):

Signature: \_\_\_\_\_

Printed Name: [SUCCESSOR AGENT NAME]

Date: [DATE]

Address: [SUCCESSOR AGENT ADDRESS], [SUCCESSOR AGENT CITY], [SUCCESSOR AGENT STATE] [SUCCESSOR AGENT ZIP]

Witnesses (if required by state law):

Witness 1:

Signature: \_\_\_\_\_

Printed Name: [WITNESS 1 NAME]

Date: [DATE]

Address: [WITNESS 1 ADDRESS], [WITNESS 1 CITY], [WITNESS 1 STATE] [WITNESS 1 ZIP]

Witness 2:

Signature: \_\_\_\_\_

Printed Name: [WITNESS 2 NAME]

Date: [DATE]

Address: [WITNESS 2 ADDRESS], [WITNESS 2 CITY], [WITNESS 2 STATE] [WITNESS 2 ZIP]

Notary Acknowledgment

State of [STATE]

County of [COUNTY]

On this [DATE], before me, the undersigned Notary Public, personally appeared [PRINCIPAL NAME], proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Signature of Notary Public: \_\_\_\_\_

Printed Name: [NOTARY PUBLIC NAME]

My Commission Expires: [NOTARY COMMISSION EXPIRATION DATE]

Notary Public, State of [STATE]

(Seal)

**ADDITIONAL NOTES AND INSTRUCTIONS:**

- This document grants broad authority. Consult an attorney in [STATE] to ensure compliance with local requirements and to tailor the Power of Attorney to specific needs.
- Some states require witnessing and notarization; some third parties may require additional documentation or proof of the Agent's identity.
- If this Power of Attorney is intended to be effective only upon the Principal's incapacity, consider also executing an advance health care directive for medical decisions.

End of Document

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