

Power of Attorney (POA)

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POWER OF ATTORNEY

This Power of Attorney is made on this [DATE], by [PRINCIPAL NAME], of [PRINCIPAL ADDRESS] (hereinafter referred to as "Principal").

1. APPOINTMENT

1.1 Appointment. Principal hereby appoints [AGENT NAME], of [AGENT ADDRESS], as Principal's true and lawful Attorney-in-Fact ("Agent"). If [AGENT NAME] is unable or unwilling to serve, Principal appoints [SUCCESSOR AGENT NAME], of [SUCCESSOR AGENT ADDRESS], as successor Agent.

2. GRANT OF GENERAL AUTHORITY

2.1 General Grant. Principal grants Agent the authority to act for Principal in all matters, subject to any limitations stated in Section 4, including but not limited to the powers listed below. The enumeration of particular powers is not intended to limit the generality of this grant.

2.2 Specific Powers. Agent may exercise any of the following powers on behalf of Principal, whether now existing or acquired in the future:

- (a) Real Property: To manage, maintain, sell, convey, lease, encumber, mortgage, or otherwise dispose of any interest in real property and to execute and deliver deeds, leases, and other instruments.
- (b) Personal Property: To buy, sell, lease, transfer, insure, store, and otherwise deal with tangible and intangible personal property.
- (c) Banking and Financial Transactions: To access bank accounts, open or close accounts, make deposits and withdrawals, endorse checks, pay bills, and engage in all other banking transactions.
- (d) Investment Transactions: To invest and reinvest Principal's funds, retain or sell securities, and exercise shareholder rights, including voting proxies.
- (e) Business Operations: To continue, operate, alter, or wind up any business or enterprise in which Principal has an interest.
- (f) Tax Matters: To prepare, sign, and file federal, state, and local tax returns and to represent Principal before taxing authorities.
- (g) Benefits and Social Security: To apply for, receive, and manage benefits including Social Security, Medicare, Medicaid, and veterans' benefits.
- (h) Insurance: To purchase, maintain, alter, or cancel insurance of all kinds and to file claims and receive proceeds.
- (i) Legal Actions: To initiate, defend, settle, or otherwise participate in litigation or administrative proceedings affecting Principal's interests.
- (j) Gifts and Transfers: To make gifts or transfers of Principal's property to the extent and in the manner described in Section 2.3.
- (k) Retirement Accounts: To manage retirement accounts, including rollovers and distributions.
- (l) Digital Assets: To access, manage, preserve, and control electronic records and digital assets subject to applicable law.

2.3 Gift Authority. Agent may make gifts on Principal's behalf to individuals or charities in amounts and at times that Agent reasonably believes are consistent with Principal's best interests and past practices, limited as follows: [GIFT LIMITATIONS OR "NONE"].

3. DURABLE AUTHORITY

3.1 Durability. This Power of Attorney shall be durable. It shall not be affected by subsequent disability or

incapacity of the Principal, except as otherwise provided by law, and shall continue in effect until revoked in accordance with Section 6 or terminated by operation of law.

4. SPECIAL LIMITATIONS AND INSTRUCTIONS

4.1 Limitations. The authority granted to Agent is subject to the following specific limitations and instructions: [LIST ANY LIMITATIONS OR WRITE "NONE"].

4.2 Prohibited Actions. Agent may not make, alter, or revoke Principal's Last Will and Testament, unless specifically authorized in writing in a separate document.

5. EFFECTIVE DATE

5.1 Effective Date. This Power of Attorney becomes effective: [SELECT ONE: "IMMEDIATELY" OR "UPON THE OCCURRENCE OF THE FOLLOWING EVENT: [DESCRIBE EVENT, E.G., PHYSICIAN'S DETERMINATION OF INCAPACITY]"]

6. REVOCATION AND TERMINATION

6.1 Revocation. Principal may revoke this Power of Attorney at any time by providing written notice to Agent and any relevant third parties.

6.2 Termination. This Power of Attorney terminates upon the earliest of: (a) revocation by Principal; (b) Principal's death; (c) resignation, incapacity, or death of all named Agents and successor Agents; or (d) other termination events as provided by law.

7. AGENT'S STANDARDS OF CONDUCT

7.1 Fiduciary Duty. Agent shall act in accordance with the principal's reasonable expectations and in Principal's best interests, avoid conflicts of interest, act loyally, and keep Principal's property separate from Agent's property.

7.2 Records and Accounting. Agent shall keep accurate records of all transactions made on behalf of Principal and shall make them available to Principal or to Principal's guardian, conservator, or legal representative upon request or as required by law.

8. COMPENSATION AND EXPENSES

8.1 Compensation. Agent shall be entitled to reasonable compensation for services provided, payable from Principal's assets, if so stated: [COMPENSATION TERMS OR "NONE"].

8.2 Reimbursement. Agent shall be reimbursed for reasonable expenses incurred on behalf of Principal.

9. SUCCESSOR AGENT

9.1 Appointment of Successors. If the first-named Agent is unable or unwilling to serve, the successor Agent(s) named in Section 1 shall have the same powers. Successor Agent shall serve in order of designation: [LIST ORDER OR "AS NAMED ABOVE"].

10. THIRD-PARTY RELIANCE

10.1 Reliance. Third parties may rely upon the representations of Agent as to all matters relating to any power granted. A third party that acts in reliance on the representations of Agent is not liable for acting in good faith.

10.2 Request for Identification. Third parties may require Agent to present proof of authority, including a certified copy of this Power of Attorney and a government-issued photo ID.

11. INDEMNIFICATION

11.1 Indemnification. Principal hereby indemnifies Agent for liabilities reasonably incurred in good faith while acting under this Power of Attorney, except for liability arising from Agent's gross negligence, willful misconduct, or breach of fiduciary duty.

12. GOVERNING LAW

12.1 Governing Law. This Power of Attorney shall be governed by and construed in accordance with the laws of the State of [STATE].

13. SEVERABILITY

13.1 Severability. If any provision of this Power of Attorney is held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected.

14. ACKNOWLEDGMENT AND NOTARY

14.1 Execution. Principal executes this Power of Attorney willingly and with full understanding of its contents and effect. Principal acknowledges that Principal is of sound mind and not under duress or undue influence.

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

PRINCIPAL:

[PRINCIPAL NAME]
Date: [DATE]

AGENT ACCEPTANCE:

I, [AGENT NAME], hereby accept the appointment as Attorney-in-Fact for [PRINCIPAL NAME] and agree to serve under the terms of this Power of Attorney.

[AGENT NAME]
Date: [DATE]

SUCCESSOR AGENT ACCEPTANCE (optional):

[SUCCESSOR AGENT NAME]
Date: [DATE]

WITNESSES (if required by [STATE] law):

Witness 1:

[WITNESS1 NAME]
Address: [WITNESS1 ADDRESS]
Date: [DATE]

Witness 2:

[WITNESS2 NAME]
Address: [WITNESS2 ADDRESS]
Date: [DATE]

NOTARY ACKNOWLEDGMENT

State of [STATE]
County of [COUNTY]

On this [DATE], before me, [NOTARY NAME], a Notary Public in and for said State, 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 [HE/SHE/THEY] executed the same for the purposes therein contained.

[NOTARY NAME], Notary Public

My Commission Expires: [NOTARY COMMISSION EXPIRATION DATE]

ADDITIONAL PROVISIONS (optional):

- Health Care Powers: This document does not grant health care decision-making authority unless expressly stated in a separate Health Care Power of Attorney or a combined Durable Power of Attorney that specifically references health care decisions. To grant health care authority, include explicit language: "Agent is authorized to make health care decisions for Principal to the extent permitted by law." [INCLUDE OR OMIT]
- Electronic Copies: A photocopy or electronically transmitted copy of this document shall have the same effect as the original.

INSTRUCTIONS FOR USE

- Complete all bracketed fields in capitals or as required by your jurisdiction.
- Review state-specific requirements for witness and notarization; some states require two witnesses, others one, and some require notarization.
- Consider consulting an attorney for large estates, complex business interests, or specific limitations.
- Keep the original signed and notarized document in a safe place and provide certified copies to the Agent, successor Agent, and any financial institutions or third parties likely to rely on the Power of Attorney.

END OF DOCUMENT

This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney before signing any legal document.