

## **DURABLE POWER OF ATTORNEY FORM**

This Durable Power of Attorney ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_ , by and between:

Principal:

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

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

City, State, ZIP: \_\_\_\_\_

Agent (Attorney-in-Fact):

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

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

City, State, ZIP: \_\_\_\_\_

### **1. DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- a. "Principal" refers to the individual granting the power of attorney.
- b. "Agent" or "Attorney-in-Fact" refers to the individual authorized to act on behalf of the Principal.
- c. "Durable" refers to the power of attorney's continued effectiveness notwithstanding the Principal's subsequent disability or incapacity.
- d. "Execution" refers to the act of signing this Agreement by the Principal and the Agent.

## 2. GRANT OF AUTHORITY

The Principal hereby appoints the Agent as their true and lawful Attorney-in-Fact, granting the Agent full power and authority to act on behalf of the Principal in all personal affairs and matters as permitted by law, including but not limited to managing financial affairs, real estate transactions, healthcare decisions, and any other legal matters. The Agent shall act in the best interest of the Principal and shall exercise reasonable care, diligence, and prudence.

## 3. EFFECTIVENESS AND DURATION

This Durable Power of Attorney shall become effective immediately upon execution and shall remain in effect until revoked by the Principal in writing or upon the Principal's death. The Agent's authority shall not be affected by the Principal's subsequent disability or incapacity.

## 4. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ . Any disputes arising under this Agreement shall be resolved in the courts of \_\_\_\_\_ County, State of \_\_\_\_\_ .

## 5. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be deemed modified to the extent necessary to make it valid and enforceable.

## 6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written, relating to the subject matter herein. No other agreements, representations, or warranties, unless specifically included herein, shall be binding upon the parties.

## 7. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficient if delivered in person or sent by certified mail, return receipt requested, to the addresses provided above.

Notices shall be effective upon receipt.

## 8. AMENDMENT

This Agreement may be amended only by a written document signed by both the Principal and the Agent. Any amendment shall specify the changes and be executed with the same formalities as this Agreement.

## 9. TERMINATION

This Agreement may be terminated by the Principal at any time through a written revocation delivered to the Agent. The termination shall not affect any actions taken by the Agent prior to the receipt of such notice. Upon termination, the Agent shall promptly return all documents and property belonging to the Principal.

## 10. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Durable Power of Attorney as of the date first above written.

Principal:

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

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

Date: \_\_\_\_\_

Agent:

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

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

Date: \_\_\_\_\_

11. WITNESS

Witness 1:

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

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

Date: \_\_\_\_\_

Witness 2:

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

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

Date: \_\_\_\_\_

12. NOTARIZATION

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

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

On this \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_\_,

before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_ (Principal), known to me or satisfactorily proven to  
be the person whose name is subscribed to the within instrument, and acknowledged that they  
executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_