

## POWER OF ATTORNEY

This Power of Attorney ("Agreement") is made and entered into as of the

\_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_ , by and between:

Principal:

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

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

City, State, Zip: \_\_\_\_\_

and

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 authority to the Agent.
- b. "Agent" or "Attorney-in-Fact" refers to the individual receiving authority from the Principal.
- c. "Power" refers to the authority granted by the Principal to the Agent as described herein.
- d. "Durable Power of Attorney" refers to the continuation of the Agent's authority

notwithstanding the Principal's subsequent incapacity or disability, unless otherwise stated.

## 2. GRANT OF AUTHORITY

The Principal hereby appoints the Agent as their true and lawful Attorney-in-Fact to act in the Principal's name, place, and stead in any way which the Principal could do, with respect to the following matters:

- a. Financial transactions
- b. Real estate transactions
- c. Personal property transactions
- d. Any other lawful act or transaction
- e. Health care decisions, if applicable and permitted by state law

## 3. EFFECTIVE DATE AND DURATION

This Power of Attorney shall become effective on the

\_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_ , and shall remain in effect until the  
\_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_ , unless earlier revoked by the Principal in writing.

This Power of Attorney shall be durable and shall not be affected by the Principal's subsequent incapacity or disability.

## 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.

## 6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

## 7. NOTICE

Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to the party at the address set forth above. Notices may also be sent via email or facsimile, provided confirmation of receipt is obtained.

## 8. AMENDMENT

This Agreement may be amended only by a written instrument executed by both the Principal and the Agent.

## 9. TERMINATION

This Power of Attorney may be terminated by the Principal at any time by providing written notice to the Agent. The termination shall be effective upon receipt of such notice by the Agent. The Agent may also resign by providing written notice to the Principal.

## 10. INDEMNIFICATION

The Principal agrees to indemnify and hold harmless the Agent from any liability arising from actions taken in good faith under this Agreement.

## 11. SIGNATURES

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

Principal:

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

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

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

Agent/Attorney-in-Fact:

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

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

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

## 12. WITNESS

Witness 1:

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

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

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

Witness 2:

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

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

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

## 13. NOTARIZATION

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

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

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

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

before me, the undersigned, a Notary Public in and for said State, personally appeared

\_\_\_\_\_ (Principal) and

\_\_\_\_\_ (Agent), known to me or satisfactorily proven to be

the persons whose names are 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: \_\_\_\_\_

This document is ready for immediate use, printing, and signing. Please ensure all fields are completed accurately before execution.