

DURABLE POWER OF ATTORNEY

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This Durable Power of Attorney (this "**Power of Attorney**") is made as of [EFFECTIVE DATE] by:

[PRINCIPAL FULL LEGAL NAME], residing at [PRINCIPAL ADDRESS] (the "**Principal**"), who appoints the person named below as the Principal's attorney-in-fact to act for the Principal in financial and other matters.

[AGENT FULL LEGAL NAME], residing at [AGENT ADDRESS], telephone [AGENT PHONE] (the "**Agent**" or "**attorney-in-fact**"), is appointed as the Principal's Agent.

The Principal names the following successor agents, to serve in the order listed if a prior-named Agent is unable or unwilling to serve: (1) [SUCCESSOR AGENT 1 NAME, ADDRESS, PHONE]; and (2) [SUCCESSOR AGENT 2 NAME, ADDRESS, PHONE].

Recitals. The Principal is of sound mind and signs this Power of Attorney voluntarily, free from duress or undue influence. The Principal wishes to grant the Agent authority to manage the Principal's property and financial affairs. This Power of Attorney is intended to be **durable**, meaning it remains effective even if the Principal later becomes incapacitated, and is intended to take effect under the laws of [STATE] governing powers of attorney. In consideration of the Agent's willingness to serve, the Principal agrees as follows.

1. Durability and Effective Time

1.1 Durability. This Power of Attorney is durable. The authority granted is not affected by the Principal's subsequent incapacity or by lapse of time, and continues until revoked or terminated as provided in this document.

1.2 When effective. This Power of Attorney is effective [immediately upon signing / only upon a determination of the Principal's incapacity as described in Section 1.3 (a "springing" power)]. Select one option and delete the other; the choice has important consequences and varies by jurisdiction.

1.3 Determination of incapacity (springing power only). If this Power of Attorney is springing, the Principal is deemed incapacitated when [NUMBER, e.g. one] licensed physician(s) who have examined the Principal certify in writing that the Principal is unable to manage the Principal's financial affairs. The Agent may rely on that certification.

1.4 Reliance by third parties. Any third party may rely in good faith on a copy of this Power of Attorney and on the Agent's authority unless the third party has actual knowledge that it has been revoked or terminated. A third party who acts in good-faith reliance is protected to the extent provided by the law of [STATE].

2. Grant of General Authority

2.1 General authority. Except as limited in Section 4, the Principal grants the Agent full power to act for the Principal in all matters the Principal could undertake personally, including the powers described in Section 3.

2.2 Standard of care. The Agent will act in good faith, within the scope of authority granted, and in the Principal's best interests. The Agent will keep the Agent's own property separate from the Principal's property and will maintain records of all transactions made on the Principal's behalf.

2.3 Multiple agents. If more than one Agent is named to serve at the same time, they may act **[jointly / independently]**. If not stated, each may act independently to the extent permitted by the law of **[STATE]**.

3. Specific Powers

3.1 Real property. The Agent may buy, sell, lease, mortgage, manage, and otherwise deal with the Principal's real property and any interest in it.

3.2 Personal property. The Agent may buy, sell, exchange, and manage tangible and intangible personal property of the Principal.

3.3 Banking and financial institutions. The Agent may open, close, and operate accounts; deposit and withdraw funds; sign checks and drafts; and conduct any business with banks, credit unions, and other financial institutions.

3.4 Investments and securities. The Agent may buy, sell, and manage stocks, bonds, mutual funds, and other securities and investment accounts, and may exercise voting and other rights in those holdings.

3.5 Business interests. The Agent may operate, manage, and make decisions for any business in which the Principal has an interest, and may exercise the Principal's rights as an owner, partner, or member.

3.6 Taxes. The Agent may prepare, sign, and file tax returns and other tax documents; represent the Principal before any taxing authority; and pay taxes due.

3.7 Government benefits. The Agent may apply for and manage Social Security, Medicare, Medicaid, and other government benefits on the Principal's behalf.

3.8 Insurance and annuities. The Agent may purchase, maintain, change, and make claims under policies of insurance and annuities.

3.9 Claims and litigation. The Agent may assert and defend claims, pursue and settle litigation, and act for the Principal in legal proceedings affecting the Principal's property.

3.10 Personal and family maintenance. The Agent may pay for the support, care, and maintenance of the Principal and the Principal's dependents consistent with the Principal's customary standard of living.

3.11 Digital assets. To the extent permitted by applicable law, the Agent may access, manage, and control the Principal's digital assets and electronic communications, including online accounts.

4. Limitations and Reserved Powers

4.1 Limitations. The Agent's authority is subject to the following limitations: **[LIST ANY LIMITS, OR WRITE "None."]**

4.2 Gifts. The Agent **[may / may not]** make gifts of the Principal's property. If permitted, gifts are limited to **[DESCRIBE LIMITS, e.g. "the annual federal gift-tax exclusion amount per recipient per year"]** and must be consistent with the Principal's known estate plan and prior pattern of giving.

4.3 Self-dealing. The Agent may not use the Principal's property for the Agent's own benefit except as expressly authorized in this document or as permitted by law for the Agent's reasonable compensation and expenses.

4.4 Powers not granted. Unless expressly stated, this Power of Attorney does not authorize the Agent to make health-care decisions, to make or revoke the Principal's will, or to exercise powers that the law of [STATE] requires to be granted by separate express language.

5. Agent Compensation and Expenses

5.1 Compensation. The Agent will serve [without compensation / for reasonable compensation as permitted by the law of [STATE]].

5.2 Expenses. The Agent is entitled to reimbursement for reasonable expenses actually and properly incurred in carrying out the Agent's duties.

6. Accounting and Records

6.1 Records. The Agent will keep complete records of all receipts, disbursements, and transactions made on the Principal's behalf.

6.2 Accounting on request. The Agent will provide an accounting to the Principal, to a court, or to a person designated in writing by the Principal, upon reasonable request, to the extent required by the law of [STATE].

7. Revocation and Termination

7.1 Revocation. The Principal may revoke this Power of Attorney at any time by a signed writing delivered to the Agent and, where appropriate, to third parties relying on it, to the extent permitted by the law of [STATE].

7.2 Termination. This Power of Attorney terminates on the Principal's death, on revocation, on the occurrence of any termination event stated in this document, or when a court appoints a guardian or conservator of the Principal's estate, unless the court orders otherwise.

7.3 Effect of divorce. If the Agent is the Principal's spouse and the marriage is dissolved or annulled, the appointment of that spouse as Agent is revoked unless this document states otherwise, to the extent provided by the law of [STATE].

8. General Provisions

8.1 Governing law. This Power of Attorney is governed by the laws of the State of [STATE] and is intended to be valid in any jurisdiction in which it is presented, to the extent that jurisdiction's law permits.

8.2 Severability. If any provision is held invalid, the remaining provisions remain in effect.

8.3 Prior powers. This Power of Attorney [revokes / does not revoke] any prior financial power of attorney signed by the Principal.

8.4 Copies. A photocopy or electronically transmitted copy of this signed Power of Attorney has the same effect as the original, to the extent permitted by applicable law.

8.5 Execution formalities. The Principal will sign this Power of Attorney with the witness and notary formalities required by the law of [STATE]. Many jurisdictions require notarization and recording before the Agent may act on real property; the Principal should confirm and complete those formalities.

Principal. I sign this Durable Power of Attorney knowingly and voluntarily, intending it to be durable and to survive my incapacity.

PRINCIPAL

Signature: _____

Printed name: **[PRINCIPAL NAME]**

Date: _____

Acceptance by Agent (optional but recommended). I accept appointment as Agent and agree to act in the Principal's best interests consistent with this Power of Attorney and applicable law.

AGENT

Signature: _____

Printed name: **[AGENT NAME]**

Date: _____

Witnesses (if required by [STATE]).

WITNESS 1

Signature: _____

Printed name: **[NAME]**

Address: **[ADDRESS]**

Date: _____**WITNESS 2**

Signature: _____

Printed name: **[NAME]**

Address: **[ADDRESS]**

Date: _____**Notary acknowledgment.**

State of **[STATE]**, County of **[COUNTY]**. This Power of Attorney was acknowledged before me on **[DATE]** by **[PRINCIPAL NAME]**, who is personally known to me or proved identity to me, and who signed it freely for the purposes stated.

NOTARY PUBLIC

Signature: _____

Printed name: **[NOTARY NAME]**

My commission expires: **[DATE]**

(Seal)

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