

# FINANCIAL DURABLE POWER OF ATTORNEY

## OF

### ARTICLE I. DECLARATIONS

**THIS POWER OF ATTORNEY AUTHORIZES THE PERSON NAMED BELOW AS MY ATTORNEY-IN-FACT TO DO ONE OR MORE OF THE FOLLOWING: TO SELL, LEASE, GRANT, ENCUMBER, RELEASE OR OTHERWISE CONVEY ANY INTEREST IN MY REAL PROPERTY AND TO EXECUTE DEEDS AND ALL OTHER INSTRUMENTS ON MY BEHALF, UNLESS THIS POWER OF ATTORNEY IS OTHERWISE LIMITED HEREIN TO SPECIFIC REAL PROPERTY.**

I, \_\_\_\_\_, presently residing at \_\_\_\_\_, appoint \_\_\_\_\_, presently residing at \_\_\_\_\_, as my Attorney-in-Fact (hereinafter called my Agent). If she/he is unable or unwilling to act for any reason, I appoint \_\_\_\_\_, presently residing at \_\_\_\_\_ as my successor Agent.

This is intended to be a durable power of attorney. It shall become effective upon its execution and shall remain in effect until my death unless revoked in accordance with Article III below. It shall not be affected by my subsequent disability or incapacity, or by lapse of time. All acts lawfully done by my Agent during any period in which I am disabled shall have the same effect and inure to the benefit of and bind me, my heirs, devisees, legatees and personal representatives as if I were mentally competent and not disabled. I hereby, for myself, my heirs, devisees, legatees and personal representatives, ratify and confirm whatever my Agent may do under this instrument.

### ARTICLE II. POWERS OF MY AGENT

My Agent shall have full power to act for me and in my name in all matters and to do all things that I could if personally present.

The following powers are granted to my Agent to be used for my benefit and on my behalf.

1. **Banking.** To open, enter, withdraw, deposit, close, negotiate, endorse and transfer any instrument affecting any commercial, checking, savings, savings and loan, money market and mutual fund accounts in my name or opened for my benefit.
2. **Safety Deposit Box.** To enter any safe deposit box I may have rented or leased in my name at any financial institution and to withdraw the contents thereof at any time, and to lease a safe deposit box in my name or in my Agent's name in his or her capacity as my Agent.
3. **Arranging Care.** To do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes, to provide clothing, transportation, medicine, food, homemakers, care aids and incidentals and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment.
4. **Employment of Experts.** To hire and pay from my funds for physicians, dentists, any other health care provider, accountants, attorneys at law, custodians, investment counsel, real estate agents, or other persons, and to do so without liability for any neglect, omission or misconduct of any such persons, and to dismiss any such persons at any time with or without cause.
5. **Provide for My Welfare.** To arrange for transportation, recreation and travel, to provide for my spiritual needs, and to provide for companionship, support groups, community events, and so forth.
6. **Securities.** To open accounts with stock brokers to buy, sell, endorse, transfer, hypothecate and borrow against any shares of stock, bonds, or U.S. Treasury Bills and Notes and any other type of U.S. Treasury security, and any other documents or instruments defined as securities under law, and to vote securities in person or by proxy.
7. **Notes Receivable.** To collect on, compromise, endorse, borrow against, hypothecate, release and convey any promissory note receivable, secured or unsecured, or any accounts receivable note and any related deed of trust.

8. **Real Property.** To collect rents, disburse funds, keep in repair, hire professional property managers, lease to tenants, negotiate and renegotiate leases, borrow against, renew any loan, sign any documents required for such transactions, and to buy or sell any real property without the need for prior court approval.
9. **Manage Property.** To partition property to create separate property for me, to disclaim or release any powers or interest which I may have in any property, to manage tangible personal property, including but not limited to, moving, storing, selling, donating, or otherwise disposing of it.
10. **Contracts.** To enter into, perform, modify, extend, cancel, compromise, enforce, or otherwise act with respect to any contract, instrument or similar document of any sort whatsoever, including but not limited to, deeds, leases, and mortgages, and to pay any money or to transfer title and possession to any real or personal property that may be required to be paid or transferred by any such contract, instrument, or similar document or in the performance of any obligation entered into or incurred by me or on my behalf.
11. **Taxes.** To sign my name to income and other tax returns, to hire preparers and advisors and pay for their services from my funds, to execute IRS Form 2848, Power of Attorney and Declaration of Representation, and other documents, to receive and cash refunds, to prepare, sign and file estimates, waivers, consents, protests, refund claims, requests for rulings, agreements and petitions (including petitions to the Tax Court of the United States); and to represent me and to hire counsel to represent me before any governmental agency or court.
12. **Retirement Accounts, Social Security, Benefits, Insurance.** To execute other local or national governmental reports, applications and documents and vouchers, including retirement and disability elections, and to apply for, receive and manage all aspects of my interests in retirement benefit plans (including but not limited to IRA, 401K, Keogh, and ESOP accounts), Social Security, Medicare and other life, health, long term care or disability insurance including but not limited to applying for, amending and terminating such policies, and in connection with any plan or policy, to execute options under, borrow against, cancel, surrender for cash value, and change beneficiaries.
13. **Legal Action.** To institute, prosecute, defend, collect, compromise and settle any legal or equitable actions, claims, debts, bequests, devises, inheritances or interest which I now have or may hereafter have.

14. **Advance Funeral Arrangements.** To make advance arrangements for my funeral or disposition of my remains on my behalf.
15. **Borrow, Credit Cards.** To borrow money for me if that appears to be prudent, and in connection with any such transaction, to pledge any personal property for security as may be necessary; and to use my credit cards on my behalf if prudent to obtain necessary items and services to meet my needs.
16. **Loans.** To repay loans on my behalf from my funds.
17. **Trusts.** To create one or more trusts for my benefit and to contribute and receive income and principal from them; to represent me in any and all matters arising out of my interest in any trust of which I am the settlor or beneficiary, and to exercise any power which I now or may hereafter have with respect to any trusts, including the power to make withdrawals, alter, amend or revoke, in whole or in part, any trust.
18. **Renounce or Resign Fiduciary.** To renounce or resign any fiduciary position to which I have been appointed or in which I am serving, including, but not limited to any position as executor, administrator, trustee, guardian, attorney-in-fact, agent or officer or director of a corporation, and in connection with such resignation, to file an accounting with a court of competent jurisdiction or agree to settlement by way of receipt and release or such other informal method as my Agent shall deem advisable.
19. **Renounce or Disclaim Property.** To renounce or disclaim any property or interest in property or powers to which I may become entitled, whether by gift, bequest, testate or intestate succession, beneficiary, or any other means.
20. **Execute Documents.** To execute on my behalf the documents necessary to carry out the authorizations described above.

### **ARTICLE III. REVOCATION AND INDEMNIFICATION**

This Financial Durable Power of Attorney may be amended or revoked by me, and any Agent or successor Agent may be removed by me at any time by the destruction of all copies or by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and all successor Agents.

Any persons or institutions to whom this Financial Durable Power of Attorney is presented may continue to rely on it until they receive written notice that it is revoked or actual notice of my death. They shall be held harmless by me, my estate, legal and personal representatives, heirs and beneficiaries against any liability or loss that they may incur by relying on this Financial Durable Power of Attorney after termination or revocation but before they receive notice of revocation, or at any time because of wrongful acts, omissions, or representations of my Agent.

My Agent is authorized to take appropriate legal action against any person or institution that refuses to honor this Financial Durable Power of Attorney unless such person or institution has received written notice that this Financial Durable Power of Attorney is revoked or has actual knowledge of my death. Further, my Agent shall be indemnified and held harmless for all acts lawfully performed hereunder and for all decisions made by my Agent in his or her sound discretion not to perform acts that he or she could lawfully perform hereunder.

#### **ARTICLE IV. OTHER PROVISIONS**

My Agent shall serve without compensation, except for reimbursement of out-of-pocket expenses incurred in the course of conducting affairs on my behalf.

In the event an action is brought by any party in a court of competent jurisdiction for appointment of a guardian or conservator, and such action is not dismissed by the court due to my execution of this instrument, I nominate my Agent to serve as guardian or conservator, unless such action was brought as a result of allegation that my Agent has acted contrary to the instructions herein, or my best interests, and such allegation is found to be warranted by the court.

If any of the provisions of this Financial Durable Power of Attorney are held to be invalid, only the specific provision declared invalid shall be affected, and all other provisions not directly dependent thereon shall remain in full force and effect.

The headings in this Financial Durable Power of Attorney have been inserted for convenient reference and shall be ignored in its construction.

I HEREBY sign my name to this Power of Attorney this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Client's Name

**District of Columbia**

I, a Notary Public, within and for the District of Columbia, do hereby certify that the foregoing Power of Attorney was this day produced to me in the District of Columbia by the Principal and was executed and acknowledged by the \_\_\_\_\_ to be his/her free act and voluntary deed. SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**First Witness**

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

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

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

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

**Second Witness**

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

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

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

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