

# SOUTH DAKOTA DURABLE POWER OF ATTORNEY

**I. NOTICE** - This legal document grants you (Hereinafter referred to as the “Principal”) the right to transfer unlimited financial powers to someone else (Hereinafter referred to as the “Attorney-in-Fact”), unlimited financial powers are described as: **all financial decision making power legal under law**. The Principal’s transfer of financial powers to the Attorney-in-Fact are granted upon authorization of this agreement, and stay in effect in the event of incapacitation by the Principal (incapacitation is described in Paragraph II). This agreement does not authorize the Attorney-in-Fact to make medical decisions for the Principal. The Principal continues to retain every right to all their financial decision making power and may revoke this Durable Power of Attorney Form at anytime. The Principal may include restrictions or requests pertaining to the financial decision making power of the Attorney-in-Fact. It is the intent of the Attorney-in-Fact to act in the Principal’s wishes put forth, or, to make financial decisions that fit the Principal’s best interest. All parties authorizing this agreement must be at least 18 years of age and acting under no false pressures or outside influences. Upon authorization of this Durable Power of Attorney Form, it will revoke any previously valid Durable Power of Attorney Form.

**II. INCAPACITATION** - The powers granted to the Attorney-in-Fact by the Principal in this Durable Power of Attorney Form stay in effect upon incapacitation by the Principal, incapacitation is describes as: **A medical physician stating verbally or in writing that the Principal can no longer make decisions for them self.**

**III. REVOCATION** - The Principal has the right to revoke this Durable Power of Attorney Form at anytime. Any revocation will be effective if the Principal either:

- A. Authorizes a new Durable Power of Attorney Form.
- B. Authorizes a Power of Attorney Revocation Form.

**IV. WITNESS & NOTARY** - This document is not valid as a Durable Power of Attorney unless it is acknowledged before a notary public or is signed by at least two adult witnesses who are present when the Principal signs or acknowledges the Principal’s signature. **It is recommended to have this Durable Power of Attorney Form notarized.**

**V. PRINCIPAL** - I, \_\_\_\_\_, residing at  
*Name of Principal*

\_\_\_\_\_  
*Street Address of Principal*

City of \_\_\_\_\_, State of \_\_\_\_\_, appoint  
*City of Principal State of Principal*

the following as my Attorney-in-Fact, whom I trust with any and all my financial decision making power immediately upon the authorization of this form, and in the event that I should become incapacitated:

**VI. ATTORNEY-IN-FACT** - \_\_\_\_\_, residing at  
*Name of Attorney-in-Fact*

\_\_\_\_\_  
*Street Address of Attorney-in-Fact*

City of \_\_\_\_\_, State of \_\_\_\_\_ grant  
*City of Attorney-in-Fact State of Attorney-in-Fact*

the Attorney-in-Fact the legal authority to act on my behalf for any power legal under law in regard to my financial decisions under the State of

\_\_\_\_\_  
*State*

**VII. SUCCESSOR ATTORNEY-IN-FACT (Optional)** - If the Attorney-in-Fact named

above cannot or is unwilling to serve, then I appoint \_\_\_\_\_,  
*Name of Successor Attorney-in-Fact*

residing at

\_\_\_\_\_  
*Street Address of Successor Attorney-in-Fact*

City of \_\_\_\_\_, State of \_\_\_\_\_ grant  
*City of Successor Attorney-in-Fact State of Successor Attorney-in-Fact*

the Attorney-in-Fact the legal authority to act on my behalf for any power legal under law in regard to my financial decisions under the State of

\_\_\_\_\_  
*State*

**VIII. TERMS & CONDITIONS** - Upon authorization by all parties, the Attorney-in-Fact accepts their designation to act in the Principal's best interests for all financial decisions legal under law.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS,

INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING. TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT

NEED NOT, CROSS OUT EACH POWER WITHHELD.

Note: If you initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.

## INITIAL

\_\_\_\_\_ (A) Real property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of California, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

\_\_\_\_\_ (B) Tangible personal property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of California or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

\_\_\_\_\_ (C) Stock and bond transactions. To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

\_\_\_\_\_ (D) Commodity and option transactions. To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the

operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

\_\_\_\_\_ (E) Banking and other financial institution transactions. To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

\_\_\_\_\_ (F) Business operating transactions. To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.

\_\_\_\_\_ (G) Insurance and annuity transactions. To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.

\_\_\_\_\_ (H) Estate, trust, and other beneficiary transactions. To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.

\_\_\_\_\_ (I) Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or

personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

\_\_\_\_\_ (J) Personal and family maintenance. To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

\_\_\_\_\_ (K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service. To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

\_\_\_\_\_ (L) Retirement plan transactions. To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

\_\_\_\_\_ (M) Tax matters. To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

**IX. THIRD PARTIES** - I, the Principal, agree that any third party receiving a

copy via: physical copy, email, or fax that I, the Principal, will indemnify and hold harmless any and all claims that may be put forth in reference to this Durable Power of Attorney Form.

**X. COMPENSATION** - The Attorney-in-Fact agrees not to be compensated for acting in the presence of the Principal. The Attorney-in-Fact may be, but not entitled to, reimbursement for all: food, travel, and lodging expenses for acting in the presence of the Principal.

**XI. DISCLOSURE** - I intend for my attorney-in-fact under this Power of Attorney to be treated, as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164

**XII. PRINCIPAL'S SIGNATURE** - I, \_\_\_\_\_, the Principal,  
*Printed Name of Principal*

sign my name to this power of attorney this \_\_\_\_\_ day of  
*Day*

\_\_\_\_\_ and, being first duly sworn, do declare to the  
*Month*

undersigned authority that I sign and execute this instrument as my power of attorney and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

\_\_\_\_\_  
*Signature of Principal*

**XIII. ATTORNEY-IN-FACT'S SIGNATURE**- I, \_\_\_\_\_  
*Name of Attorney-in-Fact*

have read the attached power of attorney and am the person identified as the attorney-in-fact for the principal. I hereby acknowledge and accept my appointment as Attorney-in-Fact and that when I act as agent I shall exercise the powers for the benefit of the principal; I shall keep the assets of the principal separate from my assets; I shall exercise reasonable caution and prudence; and I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

\_\_\_\_\_  
*Signature of Attorney-in-Fact*

\_\_\_\_\_  
*Date*

**XIV. SUCCESSOR ATTORNEY-IN-FACT'S SIGNATURE (Optional) -**

I, \_\_\_\_\_ have read the attached power of  
*Name of successor Attorney-in-Fact*  
attorney and am the person identified as the successor attorney-in-fact for the principal. I hereby acknowledge that I accept my appointment as Successor Attorney-in-Fact and that, in the absence of a specific provision to the contrary in the power of attorney, when I act as agent I shall exercise the powers for the benefit of the principal; I shall keep the assets of the principal separate from my assets; I shall exercise reasonable caution and prudence; and I shall keep a full and accurate record of all actions, receipts, and disbursements on behalf of the principal.

\_\_\_\_\_  
*Signature of Successor Attorney-in-Fact*

\_\_\_\_\_  
*Date*

**Notary Acknowledgement (Must be completed by Notary)**

State of \_\_\_\_\_ County of \_\_\_\_\_ Subscribed,  
Sworn and acknowledged before me by \_\_\_\_\_, the  
Principal, and subscribed and sworn to before me by \_\_\_\_\_,  
witness, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Notary Public  
In and for the County of \_\_\_\_\_  
State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_ Seal

**Acknowledgement and Acceptance of Appointment as Attorney-in-Fact**

I, \_\_\_\_\_ have read the attached power of attorney  
*Name of Attorney-in-Fact*  
and am the person identified as the attorney-in-fact for the principal. I hereby  
acknowledge that accept my appointment as Attorney-in-Fact and that when I  
act as agent I shall exercise the powers for the benefit of the principal; I shall  
keep the assets of the principal separate from my assets; I shall exercise  
reasonable caution and prudence; and I shall keep a full and accurate of all  
actions, receipts and disbursements on behalf of the principal.

\_\_\_\_\_  
*Signature of Attorney-in-Fact* \_\_\_\_\_ *Date*

**Acceptance of Appointment as successor Attorney-in-Fact**

I, \_\_\_\_\_ have read the attached power of  
*Name of successor Attorney-in-Fact*  
attorney and am the person identified as the successor attorney-in-fact for the  
principal. I hereby acknowledge that I accept my appointment as Successor  
Attorney-in-Fact and that, in the absence of a specific provision to the contrary  
in the power of attorney, when I act as agent I shall exercise the powers for  
the benefit of the principal; I shall keep the assets of the principal separate  
from my assets; I shall exercise reasonable caution and prudence; and I shall  
keep a full and accurate record of all actions, receipts, and disbursements on  
behalf of the principal.

\_\_\_\_\_  
*Signature of Successor Attorney-in-Fact* \_\_\_\_\_ *Date*



**Witness Attestation**

I, \_\_\_\_\_, the first witness, and I \_\_\_\_\_  
*Printed Name of First Witness* *Printed Name of Second Witness*

the second witness, sign my name to the foregoing power of attorney being first duly sworn and do not declare to the undersigned authority that the principal signs and executed this instrument as him or her, and that I, in the presence and hearing of the principal, sign this power of attorney as witness to the principal's signing and that to the best of my knowledge the principal is eighteen years of age or older, of sound mind and under no constraint or undue influence.

\_\_\_\_\_  
*Signature of First Witness*

\_\_\_\_\_  
*Signature of Second Witness*