

# Sample Durable Power of Attorney

[Online Financial Power of Attorney Form \\$10.99 \(free trial\)--click here](#)

## **DURABLE POWER OF ATTORNEY GIVEN BY MILES DAVIS**

I, MILES DAVIS, residing in East Saint Louis, Illinois, do hereby appoint Sam Jones of Las Vegas, NV as my agent (hereinafter known as "Attorney-in-Fact") and grant authority to Attorney-In-Fact to act for me in any lawful way with respect to the following matters:

1. General authority with respect to real property as this power is defined by applicable Illinois law or, if not defined by applicable state law, then by Section 204 of the Uniform Power of Attorney Act of 2006.
2. General authority with respect to tangible personal property as this power is defined by applicable Illinois law or, if not defined by applicable state law, then by Section 205 of the Uniform Power of Attorney Act of 2006.
3. General authority with respect to stocks and bonds as this power is defined by applicable Illinois law or, if not defined by applicable state law, then by Section 206 of the Uniform Power of Attorney Act of 2006.
4. General authority with respect to commodities and options as this power is defined by applicable Illinois law or, if not defined by applicable state law, then by Section 207 of the Uniform Power of Attorney Act of 2006.
5. General authority with respect to banks and other financial institutions as this power is defined by applicable Illinois law or, if not defined by applicable state law, then by Section 208 of the Uniform Power of Attorney Act of 2006.
6. General authority with respect to operation of an entity or business as this power is defined by applicable Illinois law or, if not defined by applicable state law, then by Section 209 of the Uniform Power of Attorney Act of 2006.
7. General authority with respect to insurance and annuities as this power is defined by applicable Illinois law or, if not defined by applicable state law, then by Section 210 of the Uniform Power of Attorney Act of 2006.
8. General authority with respect to estates, trusts, and other beneficial interests as this power is defined by applicable Illinois law or, if not defined by applicable state law, then by Section 211 of the Uniform Power of Attorney Act of 2006.
9. General authority with to claims and litigation as this power is defined by applicable Illinois law or, if not defined by applicable state law, then by Section 212 of the Uniform Power of Attorney Act of 2006.
10. General authority with respect to benefits from governmental programs or civil or military service as this power is defined by applicable Illinois law or, if not defined by applicable state law, then by Section 214 of the Uniform Power of Attorney Act of 2006.
11. General authority with respect to retirement plans including individual retirement accounts as this power is defined by applicable Illinois law or, if not defined by applicable state law, then by Section 215 of the Uniform Power of Attorney Act of 2006.

12. General authority with respect to tax matters as this power is defined by applicable Illinois law or, if not defined by applicable state law, then by Section 216 of the Uniform Power of Attorney Act of 2006.
13. Authority to perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse, the principal's minor children and other individuals legally entitled to be supported by the principal. The phrase "customary standard of living" has the same meaning as used in Section 213 of the Uniform Power of Attorney Act of 2006.
14. To hire persons for assistance in legal, tax, bookkeeping, financial, medical and housekeeping matters;
15. To enter any safe deposit box of mine, add items to said deposit box, or remove items from said deposit box;
16. To use all credit cards issued in principal's name but only for the benefit of principal including in conjunction with carrying out a power enumerated above.

Pertinent portions of the Uniform Power of Attorney Act of 2006 have attached hereto as an addendum.

#### **Additional Authority And Instructions.**

- **HIPAA Privacy Authorization.** I hereby authorize my medical providers and other in possession of my medical records to disclosure any and all information and records, including those covered by Health Insurance Portability and Accountability Act ("HIPAA"), to my Attorney-In-Fact (Agent). I further authorize my Attorney-In-Fact to execute a HIPAA form authorization for release of my medical records in favor of any party that the Attorney-In-Fact deems appropriate.

#### **Revocation of prior Durable Powers of Attorney.**

I hereby revoke all prior General and Durable Powers of Attorney that I may have previously executed (except those for health care matters) and I retain the right to amend or revoke this Durable Power of Attorney and to substitute other attorneys in place of the Attorney-in-Fact appointed herein.

#### **Duration of Authority.**

This is a DURABLE POWER OF ATTORNEY and the authority of my Attorney-In-Fact shall **not** terminate if I become disabled or incapacitated. This General Durable Power of Attorney shall be construed in accordance with the laws of the State of Illinois. The powers granted to the Attorney-in-Fact shall stay in effect for either the principal's entire life or until revoked by the principal (whichever occurs first).

My Attorney-in-Fact is given the above-enumerated powers regarding my financial matters in a fiduciary capacity and is to conduct my personal and business financial affairs in a manner deemed best for the welfare of myself, my spouse, and any minor children of mine.

My Attorney-in-Fact shall use the following form when signing on my behalf pursuant to this Durable Power of Attorney: "Miles Davis, by: Sam Jones, Attorney-In-Fact."

Successor Attorney-In-Fact. Should Sam Jones, for any reason, become unable or unwilling to carry out the duties of Attorney-In-Fact under this document, Marvin Gay, Heaven is hereby appointed as successor Attorney-In-Fact. If Marvin Gay becomes acting Attorney-In-Fact under this document, he or she shall have all the powers and duties as originally held by Sam Jones.

NOTICE: THIS POWER OF ATTORNEY  
IS EFFECTIVE IMMEDIATELY UPON EXECUTION.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation.

### Notice to Person Executing Durable Power of Attorney

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

1. Your agent (Attorney-in-Fact) has no duty to act unless you and your agent agree otherwise in writing.
2. This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the Attorney-in-Fact to accept or receive a gift.
3. Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.
4. This is a durable power of attorney and the authority of your Attorney-in-Fact shall not terminate if you become disabled or incapacitated.
5. The powers you give your Attorney-in-Fact will continue to exist for your entire lifetime or unless you otherwise terminate the durable power of attorney. The powers you give your Attorney-in-Fact in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.
6. You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.
7. You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

IN WITNESS WHEREOF, I sign the foregoing as my Durable Power of Attorney, do it willingly and as my free and voluntary act for the purposes herein expressed, and further state that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence, this \_\_\_\_ day of November, 2011.

\_\_\_\_\_  
MILES DAVIS, Principal

The undersigned witness certifies that Miles Davis, known to me to be the same person whose name is subscribed as Principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory.

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Print Home Address: \_\_\_\_\_  
Print City/State/Zip: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The undersigned, a notary public in and for the above county and state, certifies that Miles Davis, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the additional witness in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth this \_\_\_\_\_ day of November, 2011.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public

ACCEPT BY:

---

Sam Jones, Attorney-in-Fact

Dated: \_\_\_\_\_, 2011

## ADDENDUM TO POWER OF ATTORNEY OF MILES DAVIS

### Uniform Probate Code of 2006 Pertinent Portions of Model Code

**SECTION 204. REAL PROPERTY.** Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to real property authorizes the agent to:

1. demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;
2. sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;
3. pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;
4. release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;
5. manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including:
  - (A) insuring against liability or casualty or other loss; (B) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;
  - (C) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and
  - (D) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;
6. use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has, or claims to have, an interest or right;
7. participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:
  - (A) selling or otherwise disposing of them;
  - (B) exercising or selling an option, right of conversion, or similar right with respect to them; and
  - (C) exercising any voting rights in person or by proxy;
8. change the form of title of an interest in or right incident to real property; and
9. dedicate to public use, with or without consideration, easements or other real property in which the principal has, or claims to have, an interest.

**SECTION 205. TANGIBLE PERSONAL PROPERTY.** Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to tangible personal property authorizes the agent to:

1. demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;

2. sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property;
3. grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;
4. release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property;
5. manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including:
  - (A) insuring against liability or casualty or other loss;
  - (B) obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
  - (C) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
  - (D) moving the property from place to place;
  - (E) storing the property for hire or on a gratuitous bailment; and
  - (F) using and making repairs, alterations, or improvements to the property; and
6. change the form of title of an interest in tangible personal property.

**SECTION 206. STOCKS AND BONDS.** Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to stocks and bonds authorizes the agent to:

1. buy, sell, and exchange stocks and bonds;
2. establish, continue, modify, or terminate an account with respect to stocks and bonds;
3. pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal;
4. receive certificates and other evidences of ownership with respect to stocks and bonds; and
5. exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

**SECTION 207. COMMODITIES AND OPTIONS.** Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to commodities and options authorizes the agent to:

1. buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and
2. establish, continue, modify, and terminate option accounts.

**SECTION 208. BANKS AND OTHER FINANCIAL INSTITUTIONS.** Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to banks and other financial institutions authorizes the agent to:

1. continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal;
2. establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent;
3. contract for services available from a financial institution, including renting a safe deposit box or space in a vault;
4. withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal

- deposited with or left in the custody of a financial institution;
5. receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;
  6. enter a safe deposit box or vault and withdraw or add to the contents;
  7. borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal;
  8. make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principals order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay it when due;
  9. receive for the principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;
  10. apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and travelers checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and
  11. consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

**SECTION 209. OPERATION OF ENTITY OR BUSINESS.** Subject to the terms of a document or an agreement governing an entity or an entity ownership interest, and unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to operation of an entity or business authorizes the agent to:

1. operate, buy, sell, enlarge, reduce, or terminate an ownership interest;
2. perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have;
3. enforce the terms of an ownership agreement;
4. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest;
5. exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds;
6. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party concerning stocks and bonds;
7. with respect to an entity or business owned solely by the principal:
  - (A) continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of the power of attorney;
  - (B) determine: (i) the location of its operation; (ii) the nature and extent of its business; (iii) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation; (iv) the amount and types of insurance carried; and (v) the mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors;
  - (C) change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and
  - (D) demand and receive money due or claimed by the principal or on the principals behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;
8. put additional capital into an entity or business in which the principal has an interest;
9. join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;
10. sell or liquidate all or part of an entity or business;



11. establish the value of an entity or business under a buy-out agreement to which the principal is a party;
12. prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments; and
13. pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

**SECTION 210. INSURANCE AND ANNUITIES.** Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to insurance and annuities authorizes the agent to:

1. continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract;
2. procure new, different, and additional contracts of insurance and annuities for the principal and the principals spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;
3. pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent;
4. apply for and receive a loan secured by a contract of insurance or annuity;
5. surrender and receive the cash surrender value on a contract of insurance or annuity;
6. exercise an election;
7. exercise investment powers available under a contract of insurance or annuity;
8. change the manner of paying premiums on a contract of insurance or annuity;
9. change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this section;
10. apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal;
11. collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity;
12. select the form and timing of the payment of proceeds from a contract of insurance or annuity; and
13. pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

**SECTION 211. ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS.**

(a) In this section, estate, trust, or other beneficial interest means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which the principal is, may become, or claims to be, entitled to a share or payment.

(b) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to estates, trusts, and other beneficial interests authorizes the agent to:

1. accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or other beneficial interest;
2. demand or obtain money or another thing of value to which the principal is, may become, or claims to be, entitled by reason of an estate, trust, or other beneficial interest, by litigation or otherwise;
3. exercise for the benefit of the principal a presently exercisable general power of appointment held by the principal;
4. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will,

- declaration of trust, or other instrument or transaction affecting the interest of the principal;
5. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;
  6. conserve, invest, disburse, or use anything received for an authorized purpose; and
  7. transfer an interest of the principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the principal as settlor.

**SECTION 212. CLAIMS AND LITIGATION.** Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to claims and litigation authorizes the agent to:

1. assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;
2. bring an action to determine adverse claims or intervene or otherwise participate in litigation;
3. seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;
4. make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation;
5. submit to alternative dispute resolution, settle, and propose or accept a compromise;
6. waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principals behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;
7. act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value;
8. pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation; and
9. receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

**SECTION 213. PERSONAL AND FAMILY MAINTENANCE.**

(a) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to personal and family maintenance authorizes the agent to:

1. perform the acts necessary to maintain the customary standard of living of the principal, the principals spouse, and the following individuals, whether living when the power of attorney is executed or later born: (A) the principals children; (B) other individuals legally entitled to be supported by the principal; and \* \* \* ;
2. make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party;
3. provide living quarters for the individuals described in paragraph (1) by: (A) purchase, lease, or other contract; or (B) paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals;
4. provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in paragraph (1);

5. pay expenses for necessary health care and custodial care on behalf of the individuals described in paragraph (1);
6. act as the principals personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, [as amended,] and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the principal or anyone authorized under the law of this state to consent to health care on behalf of the principal;
7. continue any provision made by the principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in paragraph (1);
8. maintain credit and debit accounts for the convenience of the individuals described in paragraph (1) and open new accounts; and
9. continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

(b) Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an agent may or may not have with respect to gifts under this [act].

**SECTION 214. BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE.**

(a) In this section, benefits from governmental programs or civil or military service means any benefit, program or assistance provided under a statute or regulation including Social Security, Medicare, and Medicaid.

(b) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to benefits from governmental programs or civil or military service authorizes the agent to:

1. execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the individuals described in Section 213(a)(1), and for shipment of their household effects;
2. take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;
3. enroll in, apply for, select, reject, change, amend, or discontinue, on the principals behalf, a benefit or program;
4. prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute or regulation;
5. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the principal may be entitled to receive under a statute or regulation; and
6. receive the financial proceeds of a claim described in paragraph (4) and conserve, invest, disburse, or use for a lawful purpose anything so received.

**SECTION 215. RETIREMENT PLANS.**

(a) In this section, retirement plan means a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which the principal is a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code:

1. an individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. Section 408 [, as amended];
2. a Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. Section 408A [, as amended];
3. a deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. Section 408(q) [, as amended];
4. an annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. Section 403(b) [, as amended];
5. a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. Section 401(a) [, as amended];
6. a plan under Internal Revenue Code Section 457(b), 26 U.S.C. Section 457(b) [, as amended]; and
7. a nonqualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. Section 409A [, as amended].

(b) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to retirement plans authorizes the agent to:

1. select the form and timing of payments under a retirement plan and withdraw benefits from a plan;
2. make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;
3. establish a retirement plan in the principals name;
4. make contributions to a retirement plan;
5. exercise investment powers available under a retirement plan; and
6. borrow from, sell assets to, or purchase assets from a retirement plan.

**SECTION 217. GIFTS. \* \* \***

(c) An agent may make a gift of the principals property only as the agent determines is consistent with the principals objectives if actually known by the agent and, if unknown, as the agent determines is consistent with the principals best interest based on all relevant factors, including:

1. the value and nature of the principals property;
2. the principals foreseeable obligations and need for maintenance;
3. minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes;
4. eligibility for a benefit, a program, or assistance under a statute or regulation; and
5. the principals personal history of making or joining in making gifts.

(Note: This page is **not** to be attached to your Financial Power of Attorney.)

## INSTRUCTIONS REGARDING EXECUTION OF YOUR FINANCIAL POWER OF ATTORNEY

- A. We recommend that you execute two originals of your Financial Power of Attorney. Give the first original to the Attorney-in-fact you named and you retain the second original in your home in place known to family members.
- B. **Witnesses / Notary.** If your Financial Power of Attorney is notarized, then you do not require witnesses. If your Financial Power of Attorney is **not** notarized, then you shall need 2 witnesses to your execution of this document (3 in the State of Vermont). **In the states of Arizona and Illinois, a durable power of attorney must be both notarized and witnessed by at least one witness. In the state of South Carolina, a durable POA must be witnessed by two witnesses. In the states of Oklahoma and Wisconsin, a durable POA must be witnessed by two witnesses and notarized. In the states of Louisiana, Georgia and Vermont, a durable POA must be witnessed by two witnesses and notarized for use in real estate transactions only (although, as a practical matter, POAs intended for use in real estate transactions should be notarized in all states).** The attorney-in-fact should not be one of the witnesses. Also, there is no requirement that the attorney-in-fact's acceptance be notarized or witnessed. It is highly recommended that you get the document notarized if the potential exists that your attorney-in-fact will need to transfer real estate. Even if state law does not require it, the title company is likely to require that the power of attorney be notarized.
- C. **Where do I get a notary?** Your local bank, your insurance agent, or your stock broker are the best place to find a notary. If these locations do not work for you, please consult your local Yellow Pages which has them listed under "notaries public".
- D. **How Should The Agent Sign A Document For the Principal?** Assume Elvis Presley appoints his wife, Priscilla Beaulieu Presley, as his agent (attorney-in-fact) through a properly executed power of attorney form. Priscilla must acknowledge in any document she signs on behalf of Elvis Presley that she is doing so under the authority granted to her in a power of attorney document. See [American Bar Association info on POAs](#). Using this hypothetical, we suggest the following format--"Elvis Presley by Priscilla Beaulieu Presley, attorney-in-fact for Elvis Presley".
- E. **How do I terminate the powers of my attorney-in-fact under this financial power of attorney?** Termination is made by giving the attorney-in-fact notice of termination of his powers. It is highly recommended that notice of termination be given in written form not only to the attorney-in-fact but, also, all persons and business entities with whom the attorney-in-fact has transacted business or other affairs in your name. A third party may still rely upon the attorney-in-fact's authority under the financial power of attorney until they are given notice of its termination. It is wise to put financial institutions where you have accounts (such as banks and brokerage firms) high on your list of entities to notify upon termination of a financial power of attorney. If the financial power of attorney contains a termination or deadline (such as one year after execution), then third parties will be held to have knowledge of that deadline. If you filed your power of attorney with a county recorder of deeds or other state government office, then you must file a notice of revocation of the power of attorney with that same country recorder of deeds or other government office.
- F. **What if I decide to make changes to my document?** We will keep your responses to the online questionnaire in our database **for 60 days after the date of purchase**. During this time, you may go to the User Administration section of our site to call up your form questionnaire and make changes--the URL is <https://www.medlawplus.com/user/>. You shall need your "user name" and

"password" to re-enter the system. Once in the User Administration area, click on the text link to your form questionnaire which is located on the upper-left of the page. Make the desired changes to your responses in the questionnaire and submit to create a revised document. If you have problems calling up your old data, email us at [administrator@medlawplus.com](mailto:administrator@medlawplus.com). We do our best to give a prompt response to all inquiries, usually within a few hours. NOTE: Upon registration, our system emailed to you our record of your "user name" and "password".

#### **DISCLAIMER**

The above is provided for informational purposes only and is NOT to be relied upon as legal advice. This service is not a substitute for the advice of an attorney and we encourage users to have all documents created on our site reviewed by an attorney. No attorney-client relationship is established by use of our online legal forms system and the user is not to rely upon any information found anywhere on our site. **THESE FORMS ARE SOLD ON AN "AS IS" BASIS WITH NO WARRANTIES OR GUARANTIES.** If you wish personal assistance in deciding whether the document found on our site is right for you or desire representations and warranties upon the legality of the document you are purchasing in the jurisdiction you will be using it, contact an attorney licensed to practice law in your state.