

## FLORIDA GENERAL DURABLE POWER OF ATTORNEY

The powers you grant below are effective even if you become disabled or incompetent.

This durable power of attorney is not affected by subsequent incapacity of the Principal except as provided in Chapter 709, Florida Statutes.

**Notice: the powers granted by this document are broad and sweeping. They are explained in the Uniform Statutory Form Power of Attorney Act. If you have any questions about these powers, obtain competent legal advice. This document does not authorize anyone to make medical and other health-care decisions for you. You may revoke this power of attorney if you later wish to do so.**

name and  
address of  
principal

I,

hereby appoint:

name(s) and  
address(es)  
of agent(s)

*[If you designate more than one agent above, they must act together unless you initial the statement below. The word Agent shall be deemed to mean plural Agents, when appropriate.]*

[            ] My agents may act SEPARATELY.

as my Agent(s) (attorney(s)-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

**Instructions: To grant all of the following powers [except the power to give Gifts (O)], initial the line in front of (N) and ignore the lines in front of the other powers. 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. The power to give Gifts (O), must be initialed separately.**

\_\_\_\_\_ **(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, now owned or hereafter acquired, including my Homestead Property, 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 Florida, 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.

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; to have access to safe deposit boxes and remove all contents and relinquish or surrender the safe deposit box; 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 Florida 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) Investment transactions.** To conduct investment transactions as provided in Section 709.2208(2), Florida Statutes.

\_\_\_\_\_ **(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,

\_\_\_\_\_ **(D) Commodity and option transactions.** To buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a reg-

ulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the principal could if present and under no disability.

\_\_\_\_\_ **(E) Banking and other financial institution transactions.** To conduct banking transactions as provided in Section 709.2208(1), Florida Statutes.

\_\_\_\_\_ **(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. 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.

\_\_\_\_\_ **(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 or mediation, 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 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.

\_\_\_\_\_ **(N) all of the powers listed above. You need not initial any other lines if you initial line (N).**

\_\_\_\_\_ **(O) Gifts.** To make gifts of the principle's property outright to, or for the benefit of, a person in an amount per donee not to exceed the federal gift tax annual exclusion amount (or twice that amount if the principal's spouse agrees to gift splitting).

**Special instructions: In the following field you may give special instructions limiting or extending the powers granted to your agent.**

**This power of attorney is effective immediately and will continue until it is revoked. This power of attorney shall be construed as a general durable power of attorney and shall continue to be effective even if I become disabled, incapacitated, or incompetent. (Your Agent will have authority to employ other persons as necessary to enable the Agent to properly exercise the powers granted in this form, but your Agent will have to make all discretionary decisions. If you want to give your Agent the right to delegate discretionary decision-making powers to others, you should keep the next sentence, otherwise it should be stricken.)**

**AUTHORITY TO DELEGATE.** My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

**(Your Agent will be entitled to reimbursement for all reasonable expenses incurred in acting under this power of attorney. Strike out the next sentence if you do not want your agent to also be entitled to reasonable compensation for services as agent.)**

**RIGHT TO REIMBURSEMENT AND COMPENSATION.** My Agent shall be entitled to reimbursement for expenses reasonably incurred on my behalf. If my Agent is a qualified agent as defined in Section 709.2112(4), Florida Statutes, my Agent shall be entitled to compensation that is reasonable under the circumstances.

**(If you wish to name successor agents, insert the name(s) and address(es) of such successor(s) in the following paragraph.)**

**SUCCESSOR AGENT.** If any Agent named by me shall die, become incompetent, resign or refuse to accept the office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

**CHOICE OF LAW.** This power of attorney will be governed by the laws of the State of Florida without regard for conflicts of laws principles.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

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. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed on \_\_\_\_\_ 20 \_\_\_\_\_  \_\_\_\_\_  
*Your Signature*

**STATEMENT OF WITNESSES**

On the date written above, the Principal declared to me in my presence that this instrument is his or her general durable power of attorney and that he or she had willingly signed or directed another to sign for him or her, and that he or she executed it as his or her free and voluntary act for the purposes therein expressed.

**WITNESS #1**

**WITNESS #2**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or type name*

\_\_\_\_\_  
*Print or type name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Address*

**A NOTE ABOUT WITNESSES**

*Each witness must be a mentally competent adult and must be present at the time that Principal signs the Power of Attorney. The Agent may not also serve as a witness.*

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me on \_\_\_\_\_ 20 \_\_\_\_ by \_\_\_\_\_  
*(name of Principal).*

The affiant is [choose one:]  personally known to me, or  produced the following identification:

\_\_\_\_\_ .

*(Notary Seal)*

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Commission expires: \_\_\_\_\_

## ACKNOWLEDGMENT OF AGENT

By accepting or acting under the appointment, the Agent assumes the fiduciary and other legal responsibilities of an agent.

\_\_\_\_\_  
*Typed or Print Name of Agent*

\_\_\_\_\_  
*Signature of Agent*

## PREPARATION STATEMENT

This document was prepared by the following individual:

\_\_\_\_\_  
*Typed or Print Name of Agent*

\_\_\_\_\_  
*Signature of Agent*

## AFFIDAVIT OF AGENT (ATTORNEY IN FACT)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared

\_\_\_\_\_ (*attorney in fact*), ("Affiant"), who swore or affirmed that:

1. Affiant is the attorney in fact named in the Florida General Durable Power of Attorney executed by \_\_\_\_\_ ("*Principal*") on \_\_\_\_\_ 20 \_\_\_\_ (*date*).
2. This Florida General Durable Power of Attorney is currently exercisable by Affiant. The Principal is domiciled in \_\_\_\_\_ (*insert name of state, territory, or foreign country*).
3. To the best of the Affiant's knowledge after diligent search and inquiry:
  - a. The Principal is not deceased; and
  - b. There has been no revocation, partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced in the durable power of attorney, or suspension by initiation of proceedings to determine incapacity or to appoint a guardian.
4. Affiant agrees not to exercise any powers granted by the Florida General Durable Power of Attorney if Affiant attains knowledge that it has been revoked, partially or completely terminated, suspended, or is no longer valid because of the death or adjudication of incapacity of the Principal.

\_\_\_\_\_  
*Signature of Affiant*

## CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me on \_\_\_\_\_ 20 \_\_\_\_ by

\_\_\_\_\_  
(*name of agent*).

The Affiant is [*choose one:*]  personally known to me, or  produced the following identification:

\_\_\_\_\_  
(*Notary Seal*)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT OF AGENT**

By accepting or acting under the appointment, the Agent assumes the fiduciary and other legal responsibilities of an agent.

\_\_\_\_\_ *Typed or Print Name of Agent* \_\_\_\_\_ *Signature of Agent*

**PREPARATION STATEMENT**

This document was prepared by the following individual:

\_\_\_\_\_ *Typed or Print Name of Agent* \_\_\_\_\_ *Signature of Agent*

**AFFIDAVIT OF AGENT (ATTORNEY IN FACT)**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
(*attorney in fact*), (“Affiant”), who swore or affirmed that:

1. Affiant is the attorney in fact named in the Florida General Durable Power of Attorney executed by \_\_\_\_\_ (“Principal”) on \_\_\_\_\_ 20 \_\_\_\_ (date).
2. This Florida General Durable Power of Attorney is currently exercisable by Affiant. The Principal is domiciled in \_\_\_\_\_ (*insert name of state, territory, or foreign country*).
3. To the best of the Affiant’s knowledge after diligent search and inquiry:
  - a. The Principal is not deceased; and
  - b. There has been no revocation, partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced in the durable power of attorney, or suspension by initiation of proceedings to determine incapacity or to appoint a guardian.
4. Affiant agrees not to exercise any powers granted by the Florida General Durable Power of Attorney if Affiant attains knowledge that it has been revoked, partially or completely terminated, suspended, or is no longer valid because of the death or adjudication of incapacity of the Principal.

\_\_\_\_\_ *Signature of Affiant*

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me on \_\_\_\_\_ 20 \_\_\_\_ by \_\_\_\_\_  
(*name of agent*).

The Affiant is [*choose one:*]  personally known to me, or  produced the following identification: \_\_\_\_\_

\_\_\_\_\_  
(*Notary Seal*)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Commission expires: \_\_\_\_\_