

**PENNSYLVANIA GENERAL DURABLE POWER OF ATTORNEY**

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This form is designed to be completed on your computer. To do so, use your mouse and **click on each field** which will be highlighted in gray. This will replace the gray with the words you type.

Example: \_\_\_\_\_ [1] will become JOHN DOE.

If you ordered and received this form in hard copy, you may also use these instructions to complete the form, leaving the reference numbers, and placing the names, etc. you desire next to the field numbers.

All other blanks in the form are typically completed by hand, such as the day, month and year, etc.

Once you have completed the form, double check all entries and then print.

**FIELDS TO BE COMPLETED**

- Field [1]: Your Name.
- Field [2]: Your Address.
- Field [3]: Agent's Name.
- Field [4]: Agent's Address.
- Field [5]: Agent's Name.
- Field [6]: Alternate Agent's Name.

For additional information, see the Law Summary and Information and Preview links in the search results for this form. If you experience any problems completing this form, send an E-Mail to [support@uslegalforms.com](mailto:support@uslegalforms.com).

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**GENERAL DURABLE POWER OF ATTORNEY**

**THE POWERS YOU GRANT BELOW ARE EFFECTIVE  
EVEN IF YOU BECOME DISABLED OR INCOMPETENT**

**NOTICE**

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT, WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST ACT IN ACCORDANCE WITH YOUR REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY YOUR AGENT AND, OTHERWISE, IN YOUR BEST INTEREST, ACT IN GOOD FAITH AND ACT ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED BY YOU IN THE POWER OF ATTORNEY.

THE LAW PERMITS YOU, IF YOU CHOOSE, TO GRANT BROAD AUTHORITY TO AN AGENT UNDER POWER OF ATTORNEY, INCLUDING THE ABILITY TO GIVE AWAY ALL OF YOUR PROPERTY WHILE YOU ARE ALIVE OR TO SUBSTANTIALLY CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY AT LAW TO MAKE SURE YOU UNDERSTAND IT.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA.C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.

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

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
[1]  
Print  
Name

**AGENT’S ACKNOWLEDGMENT**

I, \_\_\_\_\_ [3], have read the attached power of attorney and am the person identified as the agent for the principal. I hereby acknowledge that when I act as agent:

I shall act in accordance with the principal's reasonable expectations to the extent actually known by me and, otherwise, in the principal's best interest, act in good faith and act only within the scope of authority granted to me by the principal in the power of attorney.

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

\_\_\_\_\_  
Agent  
\_\_\_\_\_  
Print Name

**KNOWN BY ALL PERSONS PRESENT, THAT:**

I, \_\_\_\_\_ [1], \_\_\_\_\_ [2], “Principal”, execute this Durable Power of Attorney and do hereby make, constitute and appoint:

\_\_\_\_\_ [3], \_\_\_\_\_ [4],

"Agent", as my agent-in-fact **TO ACT IN MY NAME, PLACE AND STEAD** in any way which I myself could do as if I were personally present and to the extent that I am permitted by law to act through an agent, pursuant to the following provisions:

1. EFFECTIVENESS OF POWER OF ATTORNEY: This instrument is to be construed and interpreted as a general durable power of attorney effective immediately. This power of attorney shall not be affected by disability, incompetency, or incapacity of the Principal.
2. GRANT OF POWERS: I grant to my Agent full power and authorization to do everything necessary in exercising any of the powers herein granted by this power of attorney as fully as I might or could do if personally present. My agent shall have full power of substitution or revocation. I hereby ratify and confirm all that my Agent lawfully does or causes to be done by virtue of this power of attorney and the powers herein granted. My Agent shall have the power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereinafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers:

(a) Powers of Collection and Payment:

- (1) To forgive, request, demand, sue for, recover, collect, receive and hold all sums of money, accounts, annuities, bequests, bonds, certificates of deposit, checks, commercial paper, debts, deposits, devises, dividends, drafts, dues, insurance, interests, legacies, notes, pension, profit sharing, retirement, social security, stock certificates and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible or tangible, and property rights and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, me or in which I have or may hereafter acquire an interest.
- (2) To have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, on my behalf, and in my name, all endorsements, releases receipts, or other sufficient discharges for the same.

(b) Property Matters:

- (1) To acquire, purchase, exchange and sell, or grant options to sell, mortgage, pledge, lease, sell and convey real or personal property, tangible or intangible, or interests therein, on such terms and conditions as my Agent shall deem proper, with full authority to sign, endorse, execute and deliver any sales agreement, deed, bill of sale and all other instruments or documents pertaining to the sale of any of my real or personal property; and to enter into bonds, contracts, mortgages and deeds connected therewith.
- (2) To sell, assign, transfer, convey, exchange, deed, mortgage, pledge, lease, let, license, demise, remise, quitclaim, bargain or otherwise dispose of any or all of my real estate, stocks, bonds, evidences of indebtedness and other securities and other personal tangible and intangible or mixed property, or any custody, possession, interest or right therein at public or private sale, upon such terms, consideration, and conditions as my

said attorney shall deem advisable and to execute, acknowledge and deliver such instruments and writings of whatsoever kind and nature as may be necessary, convenient or proper in the premises.

- (c) Management Powers: To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein that I now own or may hereafter acquire in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper;
- (d) Banking Powers: To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks, savings and loan associations, and other institutions, execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted;
- (e) Business Interests: To conduct or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options;
- (f) Safe Deposit Boxes: To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power;
- (g) Power to Hold Property and Make Investments: The power to hold or acquire any property, real or personal, or securities, regardless of whether such property or securities are a so-called "Legal" investment, where such course is, in the said Agent's opinion, for my best interest;
- (h) Power to Borrow: To borrow any sum or sums of money on such terms (including the power to borrow against the cash surrender value of any life insurance policy issued on my life), and with such security, whether real or personal property, as my Agent may think fit, and for that purpose to execute all promissory notes, bonds, mortgages, deeds of trust, security agreements, and other instruments which may be necessary or proper;
- (i) Disclaimer: To exercise or release powers of appointment in whole or in part and to disclaim or renounce in whole or in part any interest that I might otherwise have as a joint owner, beneficiary, heir or otherwise and in exercising such discretion, my Agent may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property;

- (j) Trusts: To transfer, assign and convey any property or interest in property, the legal or equitable title to which is in my name, to any trust of which I am the primary beneficiary during my lifetime and under the terms of which I expressly have the power to amend or revoke such trust, and to exercise any right of withdrawal of income and/or principal which I may have pursuant to the terms and conditions of such trust, whether such trust was created before or after the execution of this power of attorney;
- (k) Power to Change Beneficiaries on Any Insurance Policies on my Life: To change the beneficiaries on any insurance policies on my life; provided, however, that neither such right and power, nor any other rights and powers, shall be exercisable with respect to any policies of life insurance which may at any time be owned by me on the life of my Agent herein named.
- (l) Executing Government Vouchers. To execute vouchers in my behalf for any and all allowances, compensation and reimbursements properly payable to me by the Government of the United States or any agency or department thereof.
- (m) Depositing Money and Other Property. To deposit in my attorney's or my name, or jointly in both our names, in any banking institution, funds or property, and to withdraw any part or all of my deposits at any time made by me in my behalf.
- (n) Recovering Possession of Property. To eject, remove or relieve tenants or other persons from, and recover possession of, any property, real, personal or mixed in which I now or hereafter may have an interest.
- (o) Litigation. To institute, maintain, defend, compromise, arbitrate or otherwise dispose of, any and all actions, suits, attachments or other legal proceedings for or against me.
- (p) Tax Returns. To prepare and execute any tax returns, including, but not limited to, Federal income tax returns, State income tax returns, Social Security tax returns, and Federal and State information and estimated returns; to execute any claims for refund, protests, applications for abatement, petitions to the United States Board of Tax Appeals or any other Board or Court, Federal or State, consents and waivers to determination and assessment of taxes and consents and waivers agreeing to a later determination and assessment of taxes than is provided by statute of limitations; to receive and endorse and collect any checks in settlement of any refund of taxes; to examine and to request and receive copies of any tax returns, reports and other information from the United States Treasury Department or any other taxing authority, Federal or State, in connection with any of the foregoing matters.
- (q) Automobiles. To execute and deliver to the proper persons and authority any and all documents, instruments and papers necessary to effect proper registration of any automobile in which I now or may hereafter have an interest, or the sale thereof and transfer of legal title thereto as required by law, and to collect and receipt for all monies paid in consideration of such sale and transfer.

3. MISCELLANEOUS: I grant to the Agent named herein the following additional powers of authority:

- (a) In the event any agent named herein should be of the opinion at any time that she or he does not have the expertise to manage all or any part of my assets, I grant to said Agent the right and power to delegate the management powers hereinabove granted over all or any part of my assets to any person(s) or firm(s), and to enter into any management or agency agreements with said person(s) or firm(s), pertaining thereto, with the right on the part of the Agent named herein to revoke and cancel any such agreement at any time upon ninety (90) days' written notice to said person(s) or firm(s).
- (b) I grant full and absolute authority to the Agent named herein, on a noncumulative, yearly basis, to make gifts to my children, in trust or otherwise, as well as to their spouses, and to their children, in trust or otherwise, with the amount of gifts to each such person each year not to exceed that amount which is excludable from the total amount of gifts made during such year under Section 2503(b) Internal Revenue Code of 1986, as amended from time to time.
- (c) I further authorize and empower the Agent named herein to use and apply so much of the income and principal of the assets comprising my estate as may be necessary or desirable, in the sole discretion of said Agent, for my maintenance and support. Any provision herein to the contrary notwithstanding, the Agent shall have no power or authority to use or apply the principal to discharge any legal obligation that the agent or any other person may have to support me or any dependent or beneficiary or mine, except to the extent that there are no assets reasonably available to the person having the obligation of support to pay the same.
- (d) I further authorize and empower my Agent to engage, employ and dismiss any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my Agent shall think fit.

Any decisions made by the said Agent with respect to the matters set forth hereinabove in sections 3(b), 3(c), and 3(d) shall be final, binding and conclusive upon all of the beneficiaries of my estate, and said Agent shall be released and discharged of and from all liability for any such decisions that she or he may make in good faith with respect thereto.

#### **GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)

- (\_\_\_\_) To create a trust for my benefit.
- (\_\_\_\_) To make additions to an existing trust for my benefit.
- (\_\_\_\_) To claim an elective share of the estate of my deceased spouse.
- (\_\_\_\_) To renounce fiduciary positions.
- (\_\_\_\_) To withdraw and receive the income or corpus of a trust.
- (\_\_\_\_) To engage in real property transactions.
- (\_\_\_\_) To engage in tangible personal property transactions.
- (\_\_\_\_) To engage in stock, bond and other securities transactions.
- (\_\_\_\_) To engage in commodity and option transactions.
- (\_\_\_\_) To engage in banking and financial transactions.
- (\_\_\_\_) To borrow money.
- (\_\_\_\_) To enter safe deposit boxes.
- (\_\_\_\_) To engage in insurance and annuity transactions.
- (\_\_\_\_) To engage in retirement plan transactions.
- (\_\_\_\_) To handle interests in estates and trusts.
- (\_\_\_\_) To pursue claims and litigation.
- (\_\_\_\_) To receive government benefits.
- (\_\_\_\_) To pursue tax matters.
- (\_\_\_\_) To operate a business or entity.
- (\_\_\_\_) To provide for personal and family maintenance.
- (\_\_\_\_) Create, amend, revoke, or terminate an inter vivos trust
- (\_\_\_\_) Make a gift, subject to the limitations of the Pennsylvania Uniform Power of Attorney Act and any special instructions in this power of attorney
- (\_\_\_\_) Create or change rights of survivorship
- (\_\_\_\_) Create or change a beneficiary designation
- (\_\_\_\_) Authorize another person to exercise the authority granted under this power of attorney



(\_\_\_\_) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan

(\_\_\_\_) Exercise fiduciary powers that the principal has authority to delegate

(\_\_\_\_) Disclaim or refuse an interest in property, including a power of appointment.

### **LIMITATION ON AGENT'S AUTHORITY**

An agent that is not my ancestor, spouse or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

### **SPECIAL INSTRUCTIONS (OPTIONAL)**

You may give special instructions on the following lines:

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4. **INTERPRETATION AND GOVERNING LAW:** This instrument is to be construed and interpreted as a general durable power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Agent. This instrument is executed and delivered in the State of Pennsylvania, and the laws of the State of Pennsylvania shall govern all questions as to the validity of this power and the construction of its provisions. This instrument is intended to be effective in all states of the United States and in all foreign countries.
5. **INDEMNITY:** I hereby bind myself to indemnify my Agent and any successor who shall so act, against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which my Agent at any time may sustain or incur in connection with carrying out the authority granted her or him in this power of attorney.
6. **NOMINATION OF GUARDIAN OR CONSERVATOR:** In the event court proceedings are hereafter commenced to appoint a guardian, conservator or other fiduciary to take charge of my person, or to manage and conserve my property, I hereby nominate and appoint my Agent above-named, as my guardian, conservator, or other fiduciary, to serve without bond unless otherwise required by a court of competent jurisdiction.
7. **REVOCATION:** This general durable power of attorney may be voluntarily revoked by me by written instrument signed by me and delivered to my Agent. My guardian may also revoke this instrument by written instrument signed by him or her and delivered to my Agent. Any affidavit executed by my Agent stating that she or he does not have, at the time of doing

any act pursuant to this power of attorney, actual knowledge of the revocation or termination of this power of attorney, is, in the absence of fraud, conclusive proof of the nonrevocation or nontermination of the power at that time.

8. DEATH: My death shall not revoke or terminate this agency as to my Agent or any other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees, and personal representatives.
9. SUBSTITUTE AGENT: If \_\_\_\_\_[5] ceases to act as my Agent due to death, incapacity, or resignation, I appoint \_\_\_\_\_[6], to serve as my Agent.
10. JOINT POWER: If I name two persons to serve as my Agent hereunder, it is my intent that the power granted to them shall be a joint power, which shall and must be exercised by them together as they may from time to time act on my behalf. No action or transaction requiring a signature will be effective or binding without both such persons' signatures affixed to the written instrument(s) reflecting the action or transaction.

FURTHER, I do authorize my aforesaid agent to execute, acknowledge and deliver any instrument under seal or otherwise, and to do all things necessary to carry out the intent hereof, hereby granting unto my said attorney full power and authority to act in and concerning the premises as fully and effectually as I may do if personally present.

PROVIDED, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said agent for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said agent and the designation "agent-in-fact".

My agent is entitled to reasonable compensation and reimbursement for reasonable expenses for services rendered as agent under this power of attorney, if desired.

**TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.**

**THIS DURABLE GENERAL POWER OF ATTORNEY MAY BE REVOKED BY ME AT ANY TIME.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City, County, and State of Residence

ATTESTATION OF WITNESSES

The hereinafter named Witnesses, each declare under penalty of perjury under the laws of the State of Pennsylvania, that the principal is personally known to us, that the principal signed and acknowledged this special power of attorney in our presence, that the principal appears to be of sound mind and under no duress, fraud or undue influence, that we are not the person appointed as attorney-in-fact by this document and that we witnessed this power of attorney in the presence of the principal. We are 18 years of age or older and not the individuals who signed the power of attorney on behalf of and at the direction of the principal, or the notary public, or other person authorized by law to take acknowledgments before whom the power of attorney is acknowledged We are not related to the principal by blood, marriage or adoption, and to the best of our knowledge, are not entitled to any part of the estate of the principal upon the death of the principal under a will now existing or by operation of law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

STATE OF PENNSYLVANIA

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

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me  
\_\_\_\_\_, the undersigned officer, personally appeared  
\_\_\_\_\_, known to me (or satisfactorily proven) to  
be the person whose name is subscribed to the within instrument, and acknowledged that  
\_\_\_\_\_ (*he/she/they*) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_