**POA**

Prepared by (Name of Your Attorney or if you need an Attorney Check out our preferred Attorney List)
Return to: (Name of Law Firm you are working with). (Address and telephone number of your attorney)

**DURABLE POWER OF ATTORNEY**

NOTICE as Modified on (Date of and your specific state statute that references the Power of Attorney provisions).

THE DURABLE POWER OF ATTORNEY YOU ARE SIGNING MAY GRANT YOUR AGENT THE POWER TO GIVE AWAY YOUR PROPERTY OR CHANGE HOW THAT PROPERTY IS DISTRIBUTED AT YOUR DEATH. You are advised to seek the advice of an attorney at law before signing this Durable Power of Attorney.

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 KEEP YOUR FUNDS SEPARATE FROM YOUR AGENT’S FUNDS.

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 (Quote Yoyr Particular States Statute)(You might want to use specific language from your specific states statute the above comes from Pennsylvania)

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.(Your attorney can explain in great detail the legal consequences of giving someone your power of attorney).

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(YOUR NAME) (Date Sign POA) DATE

DURABLE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, (Your Name), of (Your City or Town), (Commonwealth of Or State of) (Your State), Principal, intending to be legally bound, hereby appoint my son (Name of Your First Child), as my Individual agent, to manage and conduct all of my estate and all my affairs, and for such purposes to do for me and in my name any or all the following as my agent deems proper for my benefit:

ASSETS - To buy, sell, rent, retain, loan, borrow, exchange, transfer, lease, mortgage, and pledge all forms of property, real, personal, and mixed, wheresoever situtated, which I may now or hereafter own or in which I may now or hereafter have any ownership interest; to execute agreements of sale, deeds, bills of sale, notes, confessions of judgment, mortgages, releases, security interests, assignments, stock transfer powers, and any other writings necessary or convenient to carry out any of the powers herein; to purchase, redeem or transfer U.S. Savings Bonds and any other obligations of the United States of America; to claim or disclaim any interest in estates, trusts, or any other property or as beneficiary of any life insurance, qualified retirement plan, pension plan, annuity, tentative trust or any other property; to withdraw and receive any income or principal of a trust; and to claim or disclaim an elective share or any other rights in the estate of a deceased spouse or to a survivorship interest in any property or assets owned with a deceased spouse.

REAL ESTATE - To deal with any real estate I may own, or in which I may have any ownership interest, and any and all other real estate I may hereafter acquire or like to acquire, as fully on my behalf as I can. Specifically, I authorize my agent to buy or sell any such real estate at public or private sale on a cash or installment basis or by any other method and to fix the sales price. My agent may mortgage, encumber, assign or transfer said real estate in any manner. My agent may lease the property and fix the rental. My agent may sell the property and take back a purchase money mortgage, obligation or security interest and fix the terms and maturity thereof. My agent may develop the property, subdivide it, apply for changes of zoning, subdivision and any other municipal approvals or actions. My agent may hire brokers, lawyers, surveyors and pest and termite inspectors if necessary, may secure one or more appraisals of the property or dispense with the same, and may make any necessary improvements to the well, septic, heating, electrical and structural systems. My agent may sign leases, agreements of sale, deeds, mortgages, notes, settlement papers, affidavits and any other documents and writings, and invest the proceeds of any sale. My agent may manage, maintain, develop, trade and deal with said real estate in any manner that I can, and the specific authorization set forth in this Paragraph shall not be deemed or construed to limit the generality of this authorization. My agent may grant one or more conservative easements even though it lessens the value of real estate.

GENERAL BUSINESS - To pay bills, debts, expenses and perform all other obligations; to enter into, modify or cancel contracts; to deal with lost securities; to procure and file claims for pensions, profit sharing, Social Security, Medicare, and insurance and benefits of any other type; to compromise claims or handle litigation, whether by administrative, equitable, judicial or other procedures; to employ or discharge lawyers, accountants and other employees; to establish investment, custodial, agency or other accounts for the safekeeping and/or management of any or all of my assets; to collect income and accounts receivable; to accept any monies or other assets due me from any source; to incur, create or renew indebtedness and obligations; to vote my stock or interest in any corporation or partnership; to enter into any business contracts or arrangements; and to incur obligations.

RETIREMENT PLANS - To contribute to, withdraw from, make claims for and deposit funds in any type of retirement plan, including, but not limited to, any tax qualified or non-qualified pension, profit sharing, stock bonus, employee savings and retirement plan, deferred compensation plan or individual retirement plan, select and change payment options or beneficiary designations, make roll-over contributions from any retirement plan to other retirement plans and, in general, exercise all powers with respect to retirement plans which I could exercise.

BANKING - To open, close and operate checking accounts, savings accounts and accounts of every nature whatsoever in any bank or financial institution; to deposit or withdraw money by signing checks, withdrawal slips or money orders; to purchase treasurer’s or cashier’s checks; to endorse checks,notes or other obligations; to purchase, renew, retain, withdraw, and sell certificates of deposit or commercial paper, bonds and securities or investments of any type whatsoever; and to open, surrender, enter into and have free access to any safe deposit boxes and to remove or deposit therein securities or documents.

TAXES - To prepare, sign and file tax returns; to make claim for refunds and receive delivery of checks for refunds due me, at either my agent’s address or my address; to exercise options and elections permitted under any tax law; to compromise or adjust taxes; and to act in a representative capacity before any tax authority.

HEALTH CARE - If my condition is such that the Advance Directive for Health-Care applies, and I have executed an Advance Directive for Health-Care, the person named in that Directive shall carry out my wishes as expressed therein. If my condition is not one to which the Act applies, I wish the actions of my Individual Agent named in this Durable Power of Attorney to be governed by the provisions in this paragraph. This health care authorization shall not apply to any Corporate agent. If I have executed an Advance Health Care Declaration, Durable Healthcare Power of Attorney, Advance Directive for Health Care, Revocable Medical Power of Attorney, Living Will or any similar document, prior to, contemporaneously with or subsequent to the execution of this Durable Power of Attorney, the provisions of that other document are incorporated herein and, if inconsistent with this document, shall control.

After consultation with me whenever possible, I authorize my Agent to make all necessary arrangements for my care at home or at any hospital, hospice, nursing home or similar establishment, and to make all decisions relating to my health and medical care. If I am unable to give an informed consent, I direct my Attorney to give or withhold consent for me.

In addition, I authorize my Agent to:

Request, receive or review any of my medical and hospital records;
Employ and discharge any medical personnel;
Give consent to any medical procedure, test or treatment including surgery, or to the withholding or withdrawal of any medical procedure, test or treatment, including surgery, even if this might hasten my death.
I do not believe that the use of every known treatment and procedure designed to sustain life is warranted in every situation. It is my belief that the decisions to use “life-prolonging” treatment depends upon the likelihood of a return to a reasonable level of functioning, the suffering that the treatment will cause, and the quality of life that will result if the treatment is given. If my Agent cannot determine the choice I would want to make, my Agent should make the choice my Agent believes is in my best interests.

8. HIPAA RELEASE AUTHORITY - I intend for my Individual or Corporate Agent 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 (a/k/a HIPAA), 42 USC Section 1320d and 45 CFR 160-164. I authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health care provider, any insurance company and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services, to give, disclose and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness and drug or alcohol abuse. This authority given to my agent shall supersede any prior agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

9. LIMITED GIFTS - To make any and all limited gifts of real or personal property or both, tangible or intangible, wherever located, or contributions in any amount and at any time to any person, including my agent, or to any religious organization or charity described in Sections 170 ( c) and 2522 (a) of the Internal Revenue Code of 1986. Pursuant to 20 Pa. C.S. Section 5601.2(c ), I specifically allow my agent unfettered discretion and authority to make any and all gifts my agents deem to be in my best interest or in the best interest of my estate.

10. TRUSTS - In the event of my incapacity or inability to manage my affairs, as determined by my agent, to transfer from time to time any or all my assets, whether real, personal or mixed property, and wheresoever located, to any trust established for my benefit, whether created by me or any other person; to terminate and revocable trust of which I am a settler; and to establish one or more trusts for my benefit, or the benefit of my spouse, or the benefit of any descendants of mine as my agent deems appropriate.

11. FIDUCIARY POSITIONS - To renounce fiduciary positions. If I am an admintrator or executor of an estate, guardian, trustee, attorney-in-fact or agent, custodian under the Uniform Gifts to Minors Act or any other kind of fiduciary, I authorize my agent to exercise to the fullest extent permitted by law all of my fiduciary rights, privileges, powers, duties and obligations; and to prepare and present accounts, to enter into family settlement agreements or participate in judicial or administrative audits, and to hire and replace lawyers, accountants and other experts necessary to carry out such tasks.

12. GENERAL POWERS - To perform all and every act concerning my estate and affairs as fully as I could do if personally present. The powers in the foregoing Paragraphs have been set forth in amplification of the full, complete and general powers herein granted and not in limitation thereof.

INDIVIDUAL COMPENSATION AND REIMBURSEMENT - My individual agent shall be entitled to reasonable compensation based upon the actual responsibilities assumed and performed. My individual agent shall be entitled to reimbursement for actual expenses advanced on behalf of the principal and to reasonable expenses incurred in connection with the performance of the individual agent’s duties.

INDIVIDUAL AGENT - The determination that an appointed Individual Agent is not willing and able to act shall be evidenced by: (1) a death certificate; (ii) a resignation or renunciation executed by such appointed Agent; or (iii) a statement to that effect by the physician attending such appointed Individual Agent.

APPOINTMENT OF INDIVIDUAL SUCCESSOR AGENT - In the even that a vacancy exists in the position of my Initial Individual Agent, I hereby appoint my daughter (Name of Your Second Child).

APPOINTMENT OF SUCCESSOR CORPORATE AGENT - In the event that a vacancy exists in the position of my Initial or Successor Individual agent, I hereby appoint (Name a Trust Company Corporate Fuduciary if Your Choice), or its successors, as my Corporate agent. A Corporate agent shall have the same titles, powers, rights, duties and responsibilities given to my original Individual agent by this Power of Attorney. If (Name of Trust Company Corporate Fiduciary that you named)is not willing or unable to act as successor agent then any Corporate Fiduciary can act.

CORPORATE COMPENSATION - The compensation of any corporate agent hereunder shall be calculated and paid in accordance with its standard fee schedule in effect from time to time during such time as it serves as my corporate agent.

DISABILITY - This Power of Attorney shall not be affected by my disability. It shall not be affected or revoked through my mental incapacity, disability, or my disappearance or during uncertainty as to whether I am dead or alive. Any acts or decisions done or caused to be done by my agent pursuant to this Power of Attorney during any such period shall have the same effect and be as binding upon me and my heirs, legal and personal representatives, and assigns, as if I were not incapacitated and not disabled.

REVOCABILITY - As long as I am not incapacitated, I reserve the right to revoke this Power of Attorney by written notice to my agent, and all powers granted herein shall terminate immediately upon receipt of such notice by my agent. I ratify and confirm whatever my agent shall or may do prior to receipt of notice of revocation.

REVOCATION OF EARLIER POWERS - I hereby revoke all Powers of Attorney, of whatsoever kind and to whosoever given, which I signed prior to the date of this Power of Attorney.
RATIFICATION – I ratify and confirm all acts and decisions that my agent shall lawfully do or cause to be done pursuant to this Power of Attorney and all such acts and decisions shall be binding on me and my heirs, legal and personal representatives, and assigns, whether done or caused to be done before or after my revocation of this Power of Attorney, my disability or incapacity, my disappearance, or my death, or during any uncertainty as to whether I am dead or alive, unless and until my agent receives notice of my revocation of this Power of Attorney or notice of my death. All third parties dealing with my agent may rely conclusively on the authority of my agent to act on my behalf pursuant to this Power of Attorney without duty to inquire as to the manner in which such action is being taken or determined.

GUARDIANSHIP PROCEEDINGS - One of my purposes in executing this Power of Attorney is to provide for the proper management of my estate and affairs in the event that I become unable to do so myself, so that a guardianship proceeding will be unnecessary. If, nevertheless, any guardianship proceeding is commenced and I am adjudged legally incapacitated, then I nominate my Individual Agent or Successor Individual Agent or my Corporate Agent as Guardian of my Estate, and I include in this nomination the provisions in this Power of Attorney of the Paragraph entitled “APPOINTMENT OF SUCCESSOR,” and that the nomination for Guardians of my Person shall include any Corporate Agent.

DATE ON WHICH THIS POWER OF ATTORNEY BECOMES EFFECTIVE - This Power of Attorney shall become effective upon the date which I execute it.

IN WITNESS WHEREOF, I have set my hand and affixed my seal on this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2016.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)
(Your Name)

WITNESSES:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF (Name Your State of Residence) )
:
COUNTY OF (Name Your Residence County))

The foregoing Durable Power of Attorney was signed, sealed and declared before me by (Your Name) and signed before me by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ witnesses, this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2016.
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Notary Public/Notarial Officer
ACKNOWLEDGMENT

I, (Name of Your Child or Spouse you name as an agent), have read the attached Power of Attorney and am the person identified as the Agent for the Principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in (reference your particular states statute) (as modified on Date ) when I act as Agent:

I must act in accordance with the principal’s reasonable expectations to the extent that I actually know of them and, otherwise, in the principal’s best interest.

I must act in good faith and only within the scope of authority granted to me by the principal in the power of attorney.

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.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the Principal.

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(Your Spouses Name or Your Child or who ever you decide to chose), Agent DATE