

# DELAWARE DURABLE POWER OF ATTORNEY

I, \_\_\_\_\_ (Name of Principal) of \_\_\_\_\_ (Address of Principal) (**"Principal"**), hereby appoint \_\_\_\_\_ (Name of Agent), of \_\_\_\_\_ (Address of Agent) (**"Agent"**), as my agent (attorney-in-fact) to act as indicated below in my name, place, and stead in any way which I myself could do, if I were personally present, with respect to the following matters, to the full extent that I am permitted by law to act through an agent to the following initialed subjects:

\_\_\_\_\_ (A) **Real Property.** Full power, right, and authority to sell, purchase, convey, lease, rent, exchange, mortgage, and otherwise deal in and with any and all real property, the same as if said agent were the absolute owner, purchaser, or lessee thereof as the case may be, and the authority to sign and deliver any and all deeds, conveyances and other instruments in furtherance thereof; and to make, amend, alter or revoke agreements involving said properties.

\_\_\_\_\_ (B) **Tangible and Personal Property.** The agent is authorized to: buy and sell, lease, exchange, collect, possess and take title to all tangible personal property; move, store, ship, restore, maintain, repair, improve, manage, preserve, insure and safekeep tangible personal property; and, in general, exercise all powers with respect to tangible personal property which the principal could if present and under no disability.

\_\_\_\_\_ (C) **Stock and Bonds.** Acquire, exchange, buy or sell stocks or bonds, or any interest therein, on such terms and conditions as my agent shall deem proper. Execute and deliver, in my' name and on my behalf, conveyances of said stock or bonds.

\_\_\_\_\_ (D) **Commodity and Options.** Acquire, exchange, buy or sell commodities or options, or any interest therein, on such terms and



conditions as my agent shall deem proper. Execute and deliver, in my' name and on my behalf, conveyances of said commodities or options.

\_\_\_\_\_(E) **Banking.** To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, open, close and otherwise deal with accounts and do all things herein enumerated in banks, savings and loan associations. To borrow money in principal's name; to make, issue and endorse any promissory note in the name of principal, and to renew the same from time to time; to deliver, pledge and pawn the same; and to waive and renounce any prescription accrued on same.

\_\_\_\_\_(F) **Business Operations.** To purchase, acquire, conduct, continue or participate in any business for me and in my name, including general or limited partnerships, joint ventures, limited liability companies, or corporations.

\_\_\_\_\_(G) **Insurance.** To insure my life or the life of anyone in whom I have an insurable interest; to continue my life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow against any such policy; to pursue all insurance claims on my behalf; to purchase and maintain and pay all premiums for medical insurance covering me and any person I am obligated or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my agent shall deem appropriate to protect my assets against any hazard and to protect me from any liability; to pay the premiums therefor; to pursue claims thereunder

\_\_\_\_\_(H) **Estate, Trust, and other Beneficiary transactions.** The agent is authorized 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 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, and specific reference to the trust is made, in the statutory property power form.

\_\_\_\_\_(I) **Claims and Litigation.** To demand; sue for, collect, recover and receive all goods, claims, debts, monies, interest and demands whatsoever now due, or hereafter due, or belonging to me (including the right to institute any action, suit or legal proceedings, for the recovery of any lands, buildings, tenements, or other structures, to the possession whereof I may be entitled), and to make, execute and deliver receipts, releases, or other discharges therefor, under seal, or otherwise;

\_\_\_\_\_(J) **Personal and Family Maintenance.** To make payments for the daily living expenses, support, medical care, and tuition of my spouse and dependents

\_\_\_\_\_(K) **Retirement Plan and Benefits.** To apply for and receive any government, insurance and retirement benefits to which I may be entitled, including the right to act as my representative the Social Security Administration, and to exercise any right to elect benefits or payment options; to terminate, to change beneficiaries or ownership, to assign borrow or receive cash value in return for the surrender of any or all rights I may have in plans or benefits, or in any retirement, profit-sharing and employee welfare plans and benefits; and or waive consent in connection with designation of beneficiaries and election or waiver of joint and survivor under any employee benefit plan.



\_\_\_\_\_(L) **Gifts.** To make and effect gifts as my agent deems proper either outright or in custodianship (including gifts to my agent) and including charitable gifts and pledges all in the sole discretion of my agent.

\_\_\_\_\_(M) **Tax Matters.** Execute on my behalf any tax return and act for me in any examination, audit, hearing, conferences, or litigation relating to taxes, including the authority to file and prosecute refund claims and enter into any settlements.

\_\_\_\_\_(N) **Safety Deposit Boxes.** To access any safety deposit boxes or vaults which I have access to, including the right to remove or place any items therein.

\_\_\_\_\_(O) **Hiring Service Providers.** To hire service providers such as attorneys, accountants, and others, including their appointment, removal, and compensation as the agent deems fit.

### **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.)**

\_\_\_\_\_ Amend, revoke, or terminate an inter vivos trust

\_\_\_\_\_ Make a gift in excess of the limitations in the Durable Personal Power of Attorney Act, 12 Del. C. § 49A-217

\_\_\_\_\_ Create or change rights of survivorship

\_\_\_\_\_ Create or change a beneficiary designation



\_\_\_\_\_ Delegate authority granted under the power of attorney when all successor Agents have resigned, died, become incapacitated, are no longer qualified to serve, or have declined to serve

\_\_\_\_\_ 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

\_\_\_\_\_ Reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from estate, trust, or other beneficial interest

1. **Effective Date.** UNLESS YOU DIRECTED OTHERWISE BELOW IN THIS SECTION, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

This power of attorney will continue to be effective even though I become incapacitated.

SPECIAL INSTRUCTIONS: ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO \_\_\_\_\_ YOUR \_\_\_\_\_ AGENT.

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2. **Durability.** This durable power of attorney shall not be affected by my subsequent disability or incompetence.

3. **Successor Agent.** If every agent named above is unable or unwilling to serve, I appoint no one to be my agent for all purposes hereunder.



4. **Indemnity.** 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.

I also indemnify my agent for any acts in relation to this power of attorney that were done in good faith.

5. **Reimbursement.** My agent shall be reimbursed for all reasonable expenses and may charge a reasonable fee for services in relation to this Agreement.

6. **Applicable Law.** This Durable Power of Attorney shall be interpreted and governed in accordance with the laws of the State of Delaware. All claims, actions, or disputes in connection with or arising from this agreement shall be commenced in the State of Delaware, to the exclusion of all other States.

7. **Termination.** This Agreement shall remain in effect unless written termination is communicated to the agent appointed herein.

8. **Photocopies.** All photocopies of this Agreement shall have the same force and effect as any original.

9. **Limitations.** 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.



## **Notice to Person Executing Durable Power of Attorney**

As the person signing this durable power of attorney you are the Principal.

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, dispose of, or encumber any real or personal property without advance notice to you or approval by you.

This power of attorney does not authorize your Agent to make health-care decisions for you.

Unless you specify otherwise, your Agent's authority will continue even if you become incapacitated, or until you die or revoke the power of attorney, or until your Agent resigns or is unable to act for you. You should select someone you trust to serve as your Agent.

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 must keep your funds and other property separate from your Agent's funds and other property.

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 durable power of attorney are explained more fully in Delaware Code, Title 12, Chapter 49A, Section 49A-114 and Sections 49A-201 through 49A-217.

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.



IN WITNESS WHEREOF, I have duly executed this durable power of attorney,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
**Principal's Signature**

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

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

## **CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

State of Delaware

County of \_\_\_\_\_

On \_\_\_\_\_ before \_\_\_\_\_ me,  
\_\_\_\_\_, personally appeared  
\_\_\_\_\_, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Delaware  
that the foregoing paragraph is true and correct.





WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

My commission expires: \_\_\_\_\_

### **Notice to Person Accepting the Appointment as Attorney-in-Fact**

#### Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the Principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) do what you know the Principal reasonably expects you to do with the Principal's property or, if you do not know the Principal's expectations, act in the Principal's best interest;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this power of attorney; and
- (4) disclose your identity as an Agent whenever you act for the Principal by writing or printing the name of the Principal and signing your own name as "Agent" in the following manner:

\_\_\_\_\_

(Principal's Name)\_\_\_\_\_by (Your Signature) as Agent

Except as otherwise provided in the power of attorney, you must also:

- (1) not act for your own benefit;
- (2) avoid conflicts that would impair your ability to act in the Principal's best interest;
- (3) act with care, competence, and diligence;



- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the Principal;
- (5) cooperate with any person who has authority to make health-care decisions for the Principal; and
- (6) not act in a manner inconsistent with the Principal's testamentary plan.

### Termination of Agent's Authority

You must stop acting on behalf of the Principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate this power of attorney or your authority to act under it include:

- (1) death of the Principal;
- (2) the Principal's revocation of the power of attorney or your authority;
- (3) the occurrence of a termination event stated in the power of attorney;
- (4) the purpose of the power of attorney is fully accomplished; or
- (5) an action is filed with a court for your separation, annulment, or divorce from the Principal, unless the Principal otherwise provided in the power of attorney that such action will not terminate your authority.

### Liability of Agent

The meaning of the authority granted to you is defined in the Durable Personal Power of Attorney Act, Delaware Code, Title 12, Chapter 49A. If you violate the Durable Personal Power of Attorney Act, Delaware Code, Title 12, Chapter 49A, or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your powers, authority, or duties as Agent that you do not understand, you should seek legal advice.

### AGENT'S CERTIFICATION



I, (Name of Agent), have read the attached durable personal power of attorney and I am the person identified as the Agent or identified as the Agent for the Principal. To the best of my knowledge this power has not been revoked. 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 to me and, otherwise, in the Principal's best interest;

Act in good faith;

Act only within the scope of authority granted in the personal power of attorney; and

To the extent reasonably practicable under the circumstances, keep in regular contact with the principal and communicate with the principal.

In addition, in the absence of a specific provision to the contrary in the durable personal power of attorney, when I act as Agent, I shall:

Keep the assets of the Principal separate from my assets;

Exercise reasonable caution and prudence; and

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

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**Attorney in Fact's Signature**

## **CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

State of Delaware

County of \_\_\_\_\_



**Templates.Legal**

On \_\_\_\_\_ before me,  
\_\_\_\_\_, personally appeared  
\_\_\_\_\_, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Delaware  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

My commission expires: \_\_\_\_\_

