

NEW HAMPSHIRE 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.

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

_____ Create, amend, revoke, or terminate an inter vivos trust

_____ Make a gift, subject to the limitations of RSA 564-E:217 of the Uniform Power of Attorney Act

(If you have granted your agent the authority to make a gift, then as to each of the following statements, initial beside it if it is your choice.)

_____ My agent may make a gift, even if it will leave me without sufficient assets or income to provide for my care without relying on Medicaid, other public assistance or charity.

_____ My agent may make a gift to himself or herself and to any individual to whom my agent owes a legal obligation of support.

_____ Create or change rights of survivorship

_____ Create or change a beneficiary designation

_____ Delegate authority granted under this Power of Attorney to another person



_____ Waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan

_____ Exercise the fiduciary power(s) that I have the authority to delegate as specified in the "Special Instructions" in Paragraph 7 of this Power of Attorney

_____ Exercise authority over the content of electronic communication sent or received by me

_____ Exercise authority with respect to intellectual property, including, without limitation, copyrights, contracts for payment of royalties, and trademarks

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.

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 New Hampshire. All claims, actions, or disputes in connection with or arising from this agreement shall be commenced in the State of New Hampshire, 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

THIS IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DOCUMENT YOU SHOULD KNOW THESE IMPORTANT FACTS:

Notice to the Principal: As the "Principal," you are using this Power of Attorney to grant power to another person (called the "Agent") to make decisions, including, but not limited to, decisions concerning your money, property, or both, and to use your money, property, or both on your behalf. If this Power of Attorney does not limit the powers that you give to your Agent, your Agent will have broad and sweeping powers to sell or otherwise dispose of your property, and to spend your money without advance notice to you or approval by you. Unless you have expressly provided otherwise in this Power of Attorney, your Agent will have these powers before you become incapacitated, and unless you have expressly provided otherwise in this Power of Attorney, your Agent will continue to have these powers after you become incapacitated. You have the right to retain this Power of Attorney and to release it later or to request that another person retain this Power of Attorney on your behalf and release it only if one or more conditions specified in advance by you are satisfied. You have the right to revoke or take back this Power of Attorney at any time, so long as you are of sound mind. If there is anything about this Power of Attorney that you do not understand, you should seek professional advice.

IN WITNESS WHEREOF, I have duly executed this durable power of attorney, this ____ day of _____, 20____

Principal's Signature



Templates.Legal

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of New Hampshire

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 New
Hampshire that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

My commission expires: _____

Agent Acknowledgement

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

Notice to Agent: You will have no authority to act as agent under this Power
of Attorney until you sign and affix this acknowledgment to the Power of
Attorney.

I, _____, 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 am given power under the power of attorney to make decisions about money, property, or both belonging to the principal, and to spend the principal's money, property, or both on the principal's behalf, in accordance with the terms of the power of attorney. When acting as agent, I have duties (called "fiduciary duties") to act in the principal's best interest, to act in good faith, and to act only within the scope of authority granted in the power of attorney, as well as other duties imposed by law to the extent not provided otherwise in the power of attorney. As an agent, I am not entitled to use the money or property for my own benefit or to make gifts to myself or others unless the power of attorney specifically gives me the authority to do so. As an agent, my authority under the power of attorney will end when the principal dies and I will not have authority to manage or dispose of any property or administer the estate of the principal. If I violate a fiduciary duty under the power of attorney, I may be liable for damages and may be subject to criminal prosecution. If there is anything about this power of attorney, or my duties under it, that I do not understand, I understand that I should seek professional advice.

Attorney in Fact's Signature

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of New Hampshire

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 New Hampshire that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

My commission expires: _____

