

## Power of Attorney

I, \_\_\_\_\_, the Principal, of \_\_\_\_\_, hereby place \_\_\_\_\_ of \_\_\_\_\_ as my Agent, to act, as set forth below, in my name, place, and for my benefit, hereby revoking any and all powers of attorney I may have executed in the past.

### I. POWERS

My Agent shall act in my name and in my place, as if I were present, to exercise and perform all, but not limited to, the powers and duties I have designated with my initials as set forth below.

**My Agent shall not have the power to exercise and perform any acts beyond the powers that I have designated with my initials.**

\_\_\_\_\_ - **THE POWER TO PAY AND COLLECT ANY UNPAID ACCOUNTS.** The Agent has the power and authority to pay any unpaid accounts that I may have owed and to hold, collect, or request any sums that may be due, owing, or payable to me; which I may acquire an interest in whatever form, liquidated or unliquidated. The Agent may use, have, and take all lawful means in my name for the collection and recovery thereof. The Agent may also adjust, sell, and compromise for the same as well as execute and deliver all endorsements, receipts, releases, and discharges for me; on my behalf and in my name;

\_\_\_\_\_ - **THE POWER TO ACQUIRE, LEASE, AND SELL PERSONAL PROPERTY.** The Agent has the power and authority to acquire, purchase, exchange, lease, or grant options to sell, and sell or convey personal property and any interests therein, on such terms and conditions including credit arrangements, as he may deem advisable. The Agent is authorized to execute, acknowledge, and deliver, any and all assignments, titles, documents, and instruments that he deems necessary, in connection therewith. The Agent is authorized to sell, acquire, assign, and transfer shares of stocks, bonds, securities, and other personal property now or hereafter belonging to me, in my name and wherever situated;

\_\_\_\_\_ - **MANAGEMENT POWERS.** The Agent has the power and authority 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 interests therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as he shall deem proper;

\_\_\_\_\_ - **BANKING POWERS.** The Agent has the power and authority to open and close accounts, make, receive, and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit, in banks 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;

\_\_\_\_\_ - **CERTIFICATES OF TITLE AND TRANSFER.** The Agent has the power and authority to apply a Certificate of Title and permit upon, and endorse and transfer title, to any personal property that I now own or may hereafter acquire. The Agent is authorized to represent in such transfer or assignment that the title to the said personal property is free and clear of all liens and encumbrances except those specifically set forth in such transfer or assignment;

\_\_\_\_\_ - **TAX POWERS.** The Agent has the power and authority to act without limitation, on my behalf, with regards to federal, state and local income taxes, estate, gift, and other tax returns, which includes filing joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of filing returns or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts regarding tax matters, and any and all other tax-related documents;

\_\_\_\_\_ - **LENDING AND BORROWING.** The Agent has the power and authority to make loans in my name; to borrow money in my name, individually or jointly; to give promissory notes or other obligations; and to deposit or mortgage as collateral or for security for the payment thereof, any or all of my securities, personal property, of whatever nature and wherever situated, held by me personally or in trust for my benefit;

\_\_\_\_\_ - **HEALTH CARE.** The Agent is authorized to take any and all steps necessary to arrange for my admission to any type of health care facility, including but not limited to, a hospital, rehabilitation facility, skilled nursing facility, or hospice, and to authorize the release of my medical records in the discretion of my Agent;

\_\_\_\_\_ - **CONTRACTS AND AGREEMENTS.** The Agent has the power and authority to enter into contracts and agreements, of whatever kind, in my name and for my benefit.

\_\_\_\_\_ - **THE POWER TO HIRE AND PAY FOR SERVICES.** The Agent has the power and authority to hire and retain accountants, attorneys, consultants, clerks, employees, workers, or other persons as my agent shall deem appropriate in connection with the management of my property and affairs, as well as to pay from my assets for the fees of such persons so employed;

\_\_\_\_\_ - **THE POWER TO SUE THIRD PARTIES WHO FAIL TO ACT PURSUANT TO THE POWER OF ATTORNEY.** The Agent has the power and authority to sue and recover from the third party all resulting damages, costs, expenses, and fees incurred from refusal to transact with the Agent while acting upon the powers granted by this document. The costs, expenses, and attorney's fees incurred in bringing such action shall be charged against my general assets.

## II. INTERPRETATION AND GOVERNING LAW.

This Power of Attorney shall be construed and interpreted as a \_\_\_\_\_ power of attorney. The powers enumerated herein are not intended to restrict or limit the power and authority granted to the Agent. Third Parties that construe otherwise would be contrary to my intent. This instrument is executed and delivered in the State of \_\_\_\_\_, and its laws shall govern all questions as to the validity

of this power and the construction of its provisions. Furthermore, I intend that this instrument shall have full force and effect in any state and country, which I may find myself or own any property.

**III. EFFECTIVE DATE AND TERMINATION**

This Power of Attorney shall take effect on, (Initial the following that applies)

\_\_\_\_\_ - As of the date of this instrument with my authorization.

\_\_\_\_\_ - The following date \_\_\_\_\_

\_\_\_\_\_ - Others: (Please Specify) \_\_\_\_\_

And shall expire and terminate on, (Initial the following that applies)

\_\_\_\_\_ - The following date \_\_\_\_\_

\_\_\_\_\_ - When I have made a written revocation

\_\_\_\_\_ - When and if I become incapacitated or disabled

**IV. THIRD-PARTY RELIANCE**

Any party dealing with my Agent may rely absolutely on the authority granted herein, and need not look to the application of any proceeds; nor the authority of my Agent as to any action taken hereunder.

**V. PHOTOCOPIES**

Photocopies of this document can be relied upon as though they were originals

IN WITNESS WHEREOF; I, the Principal, executed this Power of Attorney on \_\_\_\_\_.

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Principal Name

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

On the written date above, the principal hereby declared this instrument as his power of attorney and executes this voluntarily and by free will. The Principal hereby signs this instrument in the presence of

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

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Date

### NOTARY ACKNOWLEDGMENT

State of \_\_\_\_\_

County \_\_\_\_\_

On \_\_\_\_\_, before me personally appeared, \_\_\_\_\_, known to be the person(s) described herein as the Principal, who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

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