1. Durable Power of Attorney   
   of   
   {{ spouse.name }}

I, {{ spouse.name }}, a resident of the State of Florida, am creating a Durable Power of Attorney intended to comply with the Florida Power of Attorney Act (part II of Chapter 709, Florida Statutes) as amended from time to time. I hereby revoke all powers of attorney previously granted by me as Principal and terminate all agency relationships created by me except:

powers granted by me under any Designation of Health Care Surrogate, Living Will, Living Will Designation, Health Care Power of Attorney, or Authorization for Release of Protected Health Information;

powers granted by me under a limited or miscellaneous power of attorney;

powers granted under a durable power of attorney for child care;

powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and

powers granting access to a safe-deposit box.

# Appointment of Agent

## Initial Agent

I appoint {{ dpoagentsspouse[0].name }} to serve as my Agent.

{%p if dp\_number\_s == 1 %}

{%p elif dp\_number\_s == 2 %}

## Successor Agent

If {{ dpoagentsspouse[0].name }} fails to serve, I appoint {{ dpoagentsspouse[1].name }}, to serve as successor Agent.

{%p else %}

## Successor Agent

If {{ dpoagentsspouse[0].name }} fails to serve, I appoint the following persons to serve as successor Agent, in the order named:

{%p for agent in add\_separators(dpoagentsspouse[1:], separator=‘, Alternate’, last\_separator=‘, Alternate’, end\_mark=‘, Alternate’) %}

{{ agent }}

{%p endfor %}

If a successor Agent fails to serve as my Agent, I appoint the next successor Agent named above to serve as my Agent.

{%p endif %}

## Authority to Delegate

Any serving Agent may delegate, in writing, any of the Agent’s authority to any other Agent who I have designated in this Durable Power of Attorney to serve with the delegating Agent or as a successor Agent. The serving Agent making a delegation under this provision may revoke the delegation at any time.

## Spouse as Agent

My spouse may not serve as my Agent if we are legally separated. If a named Agent was my spouse at the time of execution of this Durable Power of Attorney or became my spouse after the time of the execution and an action is filed for the dissolution or annulment of my marriage to the Agent or for our legal separation, then that named Agent may not serve. But if I named a former spouse at the time of execution, my former spouse may serve as my Agent.

## Self-Dealing by Spouse or Descendant

My spouse or descendant who is serving as my Agent may engage in acts of self-dealing, even if state law restricts acts of self-dealing. Unless expressly prohibited by another provision of this Durable Power of Attorney, the Agent may enter into and profit from transactions on my behalf in which my Agent is personally interested, so long as the terms of the transaction are fair to me. For example, the Agent may purchase property from me at its fair market value without court approval.

## Prior or Joint Agent Unable to Act

A successor Agent or an Agent serving jointly with another Agent may establish that the acting Agent or joint Agent has resigned, died, become incapacitated, is no longer qualified to serve, or declined or otherwise failed to serve as Agent by signing an affidavit to that effect. The affidavit may be supported by a death certificate of the Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a letter from a physician stating that the Agent is incapable of managing his or her own affairs, or a letter from the Agent stating his or her unwillingness to act or delegating his or her power to the successor Agent. If the Agent designated in the written declaration objects, in writing, to termination of their authority within 10 days of receiving the declaration of incapacity, a written opinion of incapacity signed by a physician who has examined the incapacitated Agent must be obtained before the authority of the Agent will be terminated. The Agent objecting to the termination of authority must sign the necessary medical releases needed to obtain the physician’s written opinion of incapacity or the authority of said Agent will be terminated without the physician’s written opinion.

# Effectiveness of Appointment - Durability Provision

## Effectiveness

The authority granted to my Agent under this Durable Power of Attorney will be effective immediately upon signing.

## Durability

This Durable Power of Attorney is not terminated by lapse of time or my subsequent incapacity, except as provided in Section 709.2109, Florida Statutes.

## Termination of Durable Power of Attorney

This Durable Power of Attorney will expire at the earlier of:

divorce or annulment of my marriage if my spouse is named as Agent and I have made no provision for the naming of a successor Agent;

adjudication that I am totally or partially incapacitated by a court, unless the court determines that certain authority granted by this Durable Power of Attorney is to be exercisable by my Agent;

my death (except for post-death matters allowed under state law); or

my revocation of this Durable Power of Attorney.

## Suspension of Agent’s Authority

Pursuant to Section 709.2109(3), Florida Statutes, if any person initiates judicial proceedings to determine my incapacity or for the appointment of a guardian advocate, the authority granted under this Durable Power of Attorney is suspended until the petition is dismissed or withdrawn or the court enters an order authorizing my Agent to exercise one or more powers granted under this Durable Power of Attorney. However, if the Agent named in this Durable Power of Attorney is my parent, spouse, child, or grandchild, the authority under this Durable Power of Attorney is not suspended unless a verified motion in accordance with Section 744.3203, Florida Statutes, is also filed.

# General Powers

I grant my Agent the powers described in this Article so that my Agent may act on my behalf. In addition, my Agent may do everything necessary to exercise the powers listed below.

## United States Armed Forces Missing Status

Pursuant to Section 709.2119(6), Florida Statutes, the acts of my Agent are as valid and binding on me or my estate as if I were alive and competent if, in connection with any activity pertaining to hostilities in which the United States has been engaged, I am officially reported by a branch of the United States Armed Forces in a missing status as defined in 37 U.S.C. Section 5561, regardless of whether I am dead, alive, or incompetent. In this case, Homestead property held as tenants by the entirety may not be conveyed until one year after the first official report of me as missing or missing in action. An affidavit of an officer of the Armed Forces having maintenance and control of the records pertaining to those missing or missing in action that I have been in that status for a given period is conclusive presumption of the fact.

## Real and Personal Property Sales and Purchases

Unless specifically limited by the other provisions of this Durable Power of Attorney, my Agent may:

sell any interest I own in any kind of property, real or personal, including homestead property under Florida law or the laws of any other state, and determine the terms of sale and grant options with regard to sales;

dispose of sales proceeds on my behalf as my Agent determines is appropriate;

buy any kind of property, real or personal, including homestead property under Florida law or the laws of any other state, and determine the terms for buying property and may obtain options to buy property;

arrange to insure purchased property, and otherwise arrange for its safekeeping;

borrow money for the purposes described in this Section and to secure the loan in any manner my Agent determines is appropriate, and repay the loan from my funds;

pay for any purchases made; and

repay any cash advanced from my credit cards.

## Real Property Management

My Agent may manage any real property I now own or may acquire, including my personal residence and homestead property under Florida law or any other state’s laws. Unless specifically limited by a provision of this Durable Power of Attorney, my Agent may:

declare, create, or execute a homestead on my personal residence under Florida law or any other state’s laws; and terminate, abandon, release, or give a waiver on any interest I have in a homestead;

lease and sublease property for any period, and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this Durable Power of Attorney;

eject and remove tenants or other persons from property, and recover the property by all lawful means;

collect and sue for rents;

pay, compromise, or contest tax assessments and apply for tax assessment refunds;

subdivide, partition, develop, dedicate property to public use without consideration, or grant or release easements over my real property;

maintain, protect, repair, preserve, insure, build upon, improve, demolish, abandon, and alter all or any part of my real property;

employ laborers;

obtain or vacate plats and adjust boundaries;

adjust differences in the property’s value on exchange or partition by giving or receiving consideration;

release or partially release real property from a lien;

enter into any contracts, covenants, and warranty agreements regarding my real property that my Agent considers appropriate; and

encumber property, including homestead property under Florida law or the laws of any other state, by mortgage or deed of trust.

## Homestead Property Limitation

In accordance with Section 709.2201(2)(b), Florida Statutes, unless there is waiver, consent or other valid and binding pre- or post-nuptial agreement in place, my Agent may not mortgage or convey homestead property without joinder of my spouse or my spouse’s guardian. Joinder by my spouse may be accomplished by the exercise of authority in a power of attorney executed by my spouse, and either my spouse or I may appoint the other as his or her Agent.

## Tangible Personal Property Management

My Agent may manage any tangible personal property I now own or may acquire. Unless specifically limited by the other provisions of this Durable Power of Attorney, my Agent may:

lease and sublease property for any period and grant options to lease or subdivide property, even if the term of the lease, sublease, or option extends beyond the term of this Durable Power of Attorney;

recover my property by all lawful means;

collect and sue for rents;

pay, compromise, or contest tax assessments and apply for tax assessment refunds;

maintain, protect, repair, preserve, insure, improve, destroy, and abandon all or any part of my property; and

grant security interests in my property.

My Agent may accept tangible personal property as a gift or as security for a loan.

## Residence and Tangible Personal Property

Without limiting any other authority granted in this Durable Power of Attorney and notwithstanding my “intent to return home” as stated in Section 4.13, if my Agent determines that I will never be able to return to my residence from a hospital, hospice, nursing home, convalescent home, or similar facility, my Agent may sell, lease, sublease, or assign my interest in my residence on terms and conditions that my Agent considers appropriate.

If items of tangible personal property remain in my residence, my Agent may:

store and safeguard any items, and pay all storage costs;

sell any items that my Agent believes I will never need again on terms and conditions that my Agent considers appropriate; or

transfer custody and possession of any item to the person named in my estate planning documents as the person to receive that item upon my death.

## Bank Accounts and Banking Transactions

My Agent has authority to conduct banking transactions as provided in Section 709.2208(1), Florida Statutes. Without limiting this authority, my Agent may:

establish, continue, modify, or terminate an account or other banking arrangement with a financial institution;

contract for services available from a financial institution, including renting a safe-deposit box or space in a vault;

withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution;

receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;

purchase cashier’s checks, official checks, counter checks, bank drafts, money orders, and similar instruments;

endorse and negotiate checks, cashier’s checks, official checks, drafts, and other negotiable paper of the principal or payable to the principal or the principal’s order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay it when due;

apply for, receive, and use debit cards, electronic transaction authorizations, and traveler’s checks from a financial institution;

use, charge, or draw upon any line of credit, credit card, or other credit established by the principal with a financial institution;

consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution;

establish, cancel, or continue to access online accounts (through the Internet or other similar method) be they online only or traditional accounts with online accessibility and conduct online banking transactions of any kind as authorized in this Section;

make deposits to and grant security interests in an account existing in my name or established by my Agent on my behalf; and

execute any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank as my Agent.

In exercising the authority provided in this Section, whether my Agent or I established the account is immaterial; however, these powers do not apply to accounts established by me in a fiduciary capacity.

If more than one Agent is serving concurrently under this Durable Power of Attorney, any one of them may exercise the powers provided for in this Section.

## Investments and Investment Transactions

My Agent has authority to conduct investment transactions as provided in Section 709.2208(2), Florida Statutes. Without limiting this authority, my Agent may:

buy, sell, and exchange investment instruments;

establish, continue, modify, or terminate an account with respect to investment instruments;

pledge investment instruments as security to borrow, pay, renew, or extend the time of payment of a debt of the principal;

receive certificates and other evidences of ownership with respect to investment instruments;

exercise voting rights with respect to investment instruments in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote;

sell commodity futures contracts and call and put options on stocks and stock indexes;

execute stock powers or similar documents on my behalf and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other investment instruments into or out of my name or nominee’s name in accordance with Section 709.2201(2)(a), Florida Statutes;

access, establish, cancel, or continue online accounts (through the Internet or other similar method) and conduct online investment transactions of any kind as authorized in this Section;

invest and reinvest all or any part of my property in any other property of whatever type, real or personal, tangible or intangible, and whether located inside or outside the geographic borders of the United States and its possession or territories;

hold investment instruments in bearer or uncertified form and use a central depository, clearing agency, or book-entry system such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York;

place all or any part of my investment instruments in the custody of a bank or trust company or in the name of its nominee;

participate in common, collective, or pooled trust funds or annuity contracts;

participate in any reorganization, recapitalization, merger, or similar transaction;

exercise any subscription rights, option rights (whether or not qualified under the Internal Revenue Code), or other rights to which I am entitled now or in the future, or to sell and dispose of these rights, and, if required, to sign my name to rights, warrants, or other similar instruments;

use an account with respect to investment instruments to make short sales and to buy on margin, and pledge any investment instruments held or purchased in an account as security for loans and advances made to the account;

establish and terminate agency accounts with corporate fiduciaries; and

employ and terminate financial and investment advisors.

For purposes of this Section, the term *investment instruments* means stocks, bonds, mutual funds, and all other types of securities and financial instruments, whether held directly, indirectly, or in any other manner, including:

shares or interests in a private investment fund, including, but not limited to, a private investment fund organized as a limited partnership, a limited liability company, a statutory or common law business trust, a statutory trust, or a real estate investment trust, joint venture, or any other general or limited partnership;

derivatives or other interests of any nature in securities such as options, options on futures, and variable forward contracts;

mutual funds;

common trust funds;

money market funds;

hedge funds;

private equity or venture capital funds;

insurance contracts; and

other entities or vehicles investing in securities or interests in securities whether registered or otherwise, except commodity futures contracts and call and put options on stocks and stock indexes.

## Business Operations

My Agent may continue operating and managing any business in which I now or later own an interest for the period and in any manner my Agent considers appropriate. Unless specifically limited by the other provisions of this Durable Power of Attorney, my Agent may:

act as a director, general or limited partner, or associate or officer of the business;

select and vote for directors, partners, associates, and officers of the business and enter into owners’ agreements with other owners of any business in which I have an interest;

execute agreements and amendments to agreements necessary to the operation of the business including stockholder agreements, partnership agreements, buy-sell agreements, and operating agreements for limited liability companies;

hire and terminate employees;

pay employees’ salaries and provide for employee benefits;

employ legal, accounting, financial, and other consultants;

continue, modify, terminate, renegotiate, and extend any contracts with any person, firm, association, or corporation;

execute business tax returns and other government forms required for my business;

pay all business related expenses;

transact business for me in my name and on my behalf;

contribute additional capital to the business;

change the name or the form of the business;

incorporate the business;

enter into a partnership agreement with other persons;

join in a plan to reorganize or consolidate my business, or merge my business with any other business;

establish the value of the business under *buy-out* or *buy-sell* agreements to which I am a party;

create, continue, or terminate retirement plans for my business’ employees and make contributions required by those plans;

advance money or other property to the business and make loans of cash or securities to the business as my Agent considers appropriate; and

borrow for the business and secure any loans with business assets or my personal assets.

My Agent may sell, liquidate, or close a business upon terms my Agent considers appropriate, including a sale in exchange for cash, a private annuity and an installment note, or any combination of those arrangements.

## Partnership Interests

My Agent may manage any general, limited, or special partnership interest I own now or in the future. Unless specifically limited by a provision of this Durable Power of Attorney, my Agent may:

exercise any right, power, privilege, or option I may have or may claim under any contract with the partnership;

modify or terminate my interest on terms and conditions my Agent considers appropriate;

enforce the terms of the partnership agreement for my protection by instituting or maintaining any action, proceeding, or otherwise as my Agent considers appropriate; and

defend, arbitrate, settle, or compromise any action or other legal proceeding to which I am a party because of my membership in the partnership.

## Obligations

My Agent may collect all rights and benefits to which I am entitled now or in the future, including rights to cash payments, property, debts, accounts, legacies, bequests, devises, dividends, and annuities. In collecting my obligations, unless specifically limited by the other provisions of this Durable Power of Attorney, my Agent may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest, or otherwise dispose of these matters as my Agent determines appropriate.

## Legal Actions

My Agent may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial, or administrative hearings, actions, suits or proceedings involving me in any way. This authority includes claims by or against me arising out of property damage or personal injury suffered by or caused by me or under circumstances such that the resulting loss may be imposed on me. My Agent may otherwise engage in litigation involving me, my property, or my legal interests, including any property, interest or person for which or for whom I have or may have any responsibility.

## Fiduciary Positions

My Agent may resign or renounce for me any fiduciary position I hold now or in the future including personal representative, trustee, guardian, attorney in fact, officer or director of a corporation, and any governmental or political office or position. In so doing, my Agent may file an accounting with the appropriate court of competent jurisdiction or settle based on a receipt, release or other appropriate method.

## My Spouse

My Agent (including my spouse acting as my Agent) may deal with my spouse on my behalf. In dealing with my spouse, my Agent may partition, transfer, and exchange any of my marital property estate, whether separate or community property, between my spouse and me. My Agent may enter into and execute on my behalf marital property agreements, partition and exchange agreements, or community property agreements or may enforce, amend, or revoke any marital property agreement between my spouse and me, but only with respect to rights in and obligations with respect to property owned by my spouse, by me, or by both of us, and with respect to reclassification of management and control over our property.

## My Support

My Agent may do anything reasonably necessary to maintain my customary standard of living, including:

maintain my residence by paying all operating costs, including interest on mortgages or deeds of trust, amortization payments, repairs and taxes, or by purchasing, leasing, or making other arrangement for a different residence;

provide normal domestic help;

provide clothing, transportation, medicine, food, and incidentals; and

make all necessary arrangements, contractual or otherwise, for my care at any hospital, hospice, nursing home, convalescent home, or similar establishment, or in my own residence, should I desire it, and assure that all of my essential needs are met wherever I may be.

## Support of Dependents

My Agent may make payments as my Agent deems necessary for the health, education, maintenance, or support of my spouse and those my Agent determines to be dependent on me for support.

## Recreation and Travel

My Agent may allow me, at my expense, to engage in recreational and sports activities as my health permits, including travel.

## Advance Funeral Arrangements

My Agent may make advance arrangements for my funeral and burial, including a burial plot, marker, and any other related arrangements that my Agent considers appropriate.

## Memberships

My Agent may establish, cancel, continue, or initiate my membership in organizations and associations of all kinds.

## Online Accounts and Social Media

My Agent may access, establish, cancel, or continue online accounts (through the Internet or other similar method) of all kinds on my behalf, wherever held and whether in my name alone or held jointly. I specifically authorize my Agent to request and change my access credentials to any online account, such as username, password, and secret question.

This authority specifically includes bank accounts, investment accounts, accounts with health care providers, social media accounts (like Facebook and Twitter), gambling and poker accounts, accounts with publishers, accounts for access to employee benefits, email accounts, accounts with Internet service providers, accounts to manage websites and website domain names, accounts with retail vendors, and accounts with utility companies.

# Additional Powers

In addition to the powers specified in Article Three, my Agent has the powers specified in this Article. If a power specified in this Article conflicts with a power specified in Article Three, the power specified in this Article controls.

## Fixtures and Personal Property

My Agent may engage in real estate transactions or transactions which involve any proprietary lease or stock evidencing my ownership of a cooperative apartment, including all fixtures and articles of personal property used in connection with the real property. My Agent may include this property in the deeds, mortgages, agreements, and any other instruments to be executed and delivered in connection with real estate transactions and that may be described in these instruments with more particularity.

## Insurance Transactions

My Agent may engage in insurance transactions, including applying for, maintaining, canceling, paying premiums on, increasing or decreasing coverage, collecting, borrowing from, transferring ownership, and surrendering and purchasing insurance policies.

## Estate Transactions

My Agent may engage in estate transactions, including Receipt, Release and Refunding Agreements, and Waivers and Consents.

## Safe-Deposit Boxes

My Agent may enter any safe-deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions. In accordance with Section 709.2114(1)(d), Florida Statutes, my Agent must create and maintain an accurate inventory each time my Agent accesses my safe-deposit box.

## Business Succession Agreements

My Agent may enter into buy-sell agreements and any other business succession agreements.

## Loans and Notes

My Agent may engage in all dealings with respect to loans and forgiveness of debts. My Agent may borrow money at a fair market interest rate on such terms as my Agent may decide with sole discretion, on a secured or unsecured basis, and to execute all notes, mortgages, and other related instruments.

## Government Agencies and Benefits

My Agent has the unrestricted power to deal with and obtain maximum entitlements and benefits relating to the Social Security Administration, Veterans Administration, Social Services Departments, Social Security Disability Insurance, Supplemental Security Income, Medicaid, Medicare, Workers’ Compensation, and all other government benefits or entitlement programs, including claims, planning for eligibility, and submission of applications and appeals. In this regard, I authorize my Agent to execute and deliver any power of attorney or authorization-to-act form requested or required by a government agency. This power imposes no affirmative duty on my Agent to provide information and documentation to any government agency.

## Deal with Tax Authorities

I authorize my Agent to:

deal with tax authorities, execute and sign on my behalf any and all Federal, state, local, and foreign income and gift tax returns (as authorized under Section 1.6012-1(a)(5) of Title 26 of the Code of Federal Regulations or under any state, local, or foreign authority), including estimated returns and interest, and dividends, gains and transfers, and pay any related taxes, penalties, and interest due;

represent me or sign an Internal Revenue Service Form 2848 (Power of Attorney or Declaration of Representative) or Form 8821 (Tax Information Authorization), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my Agent, if so qualified) to represent me before any office of the Internal Revenue Service, state, local, or foreign taxing authority with respect to the types of taxes and years referred to above, specifying on the authorization the types of taxes and years;

receive from or inspect confidential information in any office of the Internal Revenue Service, state, local, or foreign tax authority;

receive, endorse, and deposit, in any one of my bank accounts, or those of any revocable trust of mine, checks in payment of any refund of Federal, state, local or foreign taxes, penalties and interest;

execute waivers and offers of waivers of restrictions on assessment or collection of deficiencies in taxes and waivers of notice of disallowance of a claim for credit or refund;

execute consents extending the statutory period for assessment or collection of taxes; execute Offers in Compromise and Closing Agreements under Internal Revenue Code Sections 7121 and 7122 or comparable provisions, as amended, or any federal, state, local, or foreign tax statutes or regulations; and

substitute another representative for any one of those previously appointed by my Agent or me, and receive copies of all notices and other written communications involving my federal, state, local, or foreign taxes at the address my Agent designates.

## Health Care Decisions

My Agent may make all health care decisions on my behalf, including those set forth in Chapter 765, Florida Statutes. If I have executed a health care advance directive (including a Designation of Health Care Surrogate) designating a Surrogate, the terms of the directive control if the directive and this Durable Power of Attorney are in conflict.

## HIPAA Authorization

My Agent and any successor Agent appointed in this Durable Power of Attorney, will have the power and authority of a designated representative for all purposes under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 42 U.S.C. Section 1320d and 45 C.F.R. Parts 160-164. My Agent and successor Agents are authorized to execute releases and other documents necessary to obtain disclosure of individually identifiable health information, medical records, and patient files, including psychotherapy notes. This information includes any written opinion or assessment of my decision-making capacity. This authorization and release apply to all information protected by HIPAA and will expire only if I revoke this Durable Power of Attorney.

In order to comply with the provisions of HIPAA, I direct that my Agent have the same power to employ this document or a photocopy of the same to act as authority under 45 C.F.R. Section 164.508(c)(1)(vi) (or its successor provision) to sign any authorization on my behalf to request the disclosure of my protected health information to my Agent or any other entity designated by my Agent, at any level of disclosure selected by my Agent, with or without stating a reason for the disclosure of the information.

I initial this document here to show that I have contemplated the release of protected health information and wish my Agent to have the ability to request the disclosure of any such connected health information record.

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

(Initial)

## Reimbursement of Health Care Surrogate

My Agent may reimburse my Surrogate under any health care directive, including a Designation of Health Care Surrogate, even if the Surrogate is my Agent, for any costs (including legal fees) reasonably incurred by or as a result of acting pursuant to the health care directive.

## Employment of Professionals

My Agent may retain, discharge, and pay, with sole discretion, for the services of attorneys, accountants, financial planners, geriatric care managers, social workers, and any other health care professionals. My Agent is not obligated to retain or pay for any health care professional on my behalf.

## Intent to Return Home

I intend to return home if I should be in a hospital, rehabilitation center, or nursing home; my Agent shall take all steps, including executing any document, affidavit, or Declaration of Intent to Return Home on my behalf, to effect my return home.

## Domicile

My Agent may change or maintain my domicile and residency for any purpose and may take any actions to effect the foregoing.

## Business Activities

My Agent may invest in, contribute to, establish, create, and fund any existing or newly created partnership, corporation, limited liability company, limited liability partnership, limited partnership, or other entity and exercise all pertinent rights.

## Marital Agreements and Designation of Spouse as Agent

My Agent may enter into, modify, or amend any pre-nuptial or post-nuptial agreement to which I am or hereafter become a party. If a named Agent is my spouse, then this power to enter into, modify, or amend any pre-nuptial or post-nuptial agreement as to that named Agent is automatically revoked.

## Caregiver Agreements

My Agent may enter into, execute, modify, alter or amend any contract or agreement on my behalf (for example, a Caregiver Agreement or Personal Services Contract) pertaining to my medical, personal, or general care that I may require at my residence, assisted living facility, nursing facility, or at another’s residence. I also expressly authorize my Agent to also serve as a caregiver under any such agreement and to be paid at fair market value under the terms and conditions of such agreement.

## Enforcement Proceedings

My Agent may commence enforcement proceedings, at my expense, against any bank, savings and loan association, credit union, financial institution, brokerage firm, stock transfer agent, insurance company, title insurance company, or other person or entity that fails or refuses to honor this Durable Power of Attorney.

## Credit Cards

My Agent may use any credit card in my name to make purchases on my behalf; open a new credit card account; and close any existing credit card account.

## Domestic Pets

My Agent may make reasonable expenditures for the care, maintenance, support, and general welfare of my domestic pets, if any. Specifically, and without limitation, my Agent may consent to and make reasonable expenditures for medical treatment, boarding, and kennel care of any of my domestic pets. I authorize any payments from my funds for pet care provided by any person or entity, including my Agent.

In addition, my Agent may acquire a service animal if, in my Agent’s sole discretion, a service animal will benefit me.

## Spiritual and Religious Needs

My Agent may involve religious clergy or spiritual leaders in my care, provide them with access to me at all times, arrange or maintain my membership in religious or spiritual organizations, and create opportunities for me to derive comfort and spiritual satisfaction from spiritual and religious activities, including the purchase of religious books, tapes, and other materials.

## Companionship

My Agent, with sole discretion, may provide for companionship for me to meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for companionship myself.

## U.S. Mail

My Agent may open, read, respond to, and redirect my mail, and represent me before the US Postal Service in all mail-service matters.

# Specific Enumerated Powers

In addition to the powers specified in Article Three and Article Four, my Agent has the powers specified in this Article. If a power specified in this Article conflicts with a power specified in Article Three or Article Four, the power specified in this Article controls.

By initialing before any of the specific enumerated powers in this Article, I grant my Agent the authority stated in that Section or Subsection. If I have not initialed an item or I have written the word “No” in my own hand my Agent may not exercise that specific enumerated power. In so doing I intend to comply with Section 709.2202(1), Florida Statutes that requires me to initial or sign next to enumerations of certain authorities in order for my Agent to exercise the authorities.

## Create and Fund Trusts

My Agent may create revocable or irrevocable inter vivos trusts and may add property to an existing or subsequently created trust.

Specifically, and without limiting the authority granted to my Agent in this Section, my Agent may:

create and fund a self-settled special needs trust under United States Code, Title 42, Section 1396p(d)(4)(A).

create and fund a qualified income trust under United States Code, Title 42, Section 1396p(d)(4)(B) if such a trust should be deemed necessary to qualify me for Medicaid benefits, and make arrangements for the diversion of my income to this trust as necessary to comply with applicable Medicaid rules and regulations, as are more particularly set forth in the Economic Self Sufficiency Manual Section 1840.0110.

sign all necessary documents to allow me to join any trust qualifying under United States Code, Title 42, Section 1396p(d)(4)(C) and transfer any portion of my assets to this trust.

create a trust for the care of my domestic pets under Section 736.0408, Florida Statutes.

create a trust, the terms of which provide for the creation of a qualifying supplemental needs trust for my spouse under Section 732.2025(8), Florida Statutes.

create a trust, the terms of which provide for the creation of an elective share trust for my spouse under Section 732.2025(2), Florida Statutes.

## Accept Transfers and Distributions from Trusts

My Agent may accept transfers or distributions from any trustee of any trust, including any trust over which I have a right of receipt or withdrawal, whether as grantor, beneficiary, or otherwise.

## Amend, Modify, Revoke, or Terminate Trusts

With respect to any trust created by me or on my behalf, my Agent may amend, modify, revoke, or terminate the trust, if the trust instrument explicitly provides for amendment, modification, revocation, or termination by an Agent.

## Power to Make Gifts

For purposes of this Section, *my beneficiaries* means my descendants and beneficiaries, including contingent beneficiaries, named in my Will or my revocable living trust, and may include persons who are not my ancestor, spouse, or descendant.

My Agent may make gifts on my behalf. In order to make gifts, my Agent may withdraw assets from any trust created by me and from which I may withdraw assets. My Agent may forgive any debts owed to me, and any debt forgiven will be considered a gift to the debtor.

My Agent may make gifts on the following terms and conditions:

### Continuation of My Gifting

My Agent may honor pledges and continue to make gifts to charitable organizations that I have regularly supported in the amounts I have customarily given. My Agent may make gifts in order to assure the continuation of any gifting program initiated by me prior to the time I became incapacitated.

My Agent may make special occasion gifts to my estate plan beneficiaries, family members, or friends, in equal or unequal amounts, that reflect my past giving and my relationship with such individuals.

### Gifts for Medicaid Purposes

My Agent may gift or otherwise spend down my estate for Medicaid eligibility and planning.

### Gifts to My Agent

I specifically authorize gifts to my Agent, but only a named successor Agent may make gifts to my Agent. My Agent may not make gifts to himself or herself, his or her estate, his or her creditors, or the creditors of his or her estate.

### Gifts in Excess of the Annual Federal Gift Tax Exclusion

If my Agent determines that gifts in amounts in excess of the annual federal gift tax exclusion are in my best interest and the best interests of my beneficiaries, then such gifts are permitted. My Agent will not be liable to any beneficiary for exercising or failing to exercise any discretion to make gifts.

### Gifts for Tuition

My Agent may prepay the cost of tuition for any of my beneficiaries. My Agent shall make the payments directly to the educational institution or by establishing and contributing to a Qualified State Tuition Program established under Internal Revenue Code Section 529.

### Gifts for Medical Expenses

My Agent may pay medical expenses for any of my beneficiaries as permitted under Internal Revenue Code Section 2503(e). My Agent shall make the payments directly to the medical provider.

### Methods of Making Gifts

My Agent may make gifts of my property under this Section outright, in trust, or in any other manner that my Agent considers appropriate. By way of example and without limiting my Agent’s powers under this Section, my Agent is specifically authorized to make gifts by creating tenancy in common and joint tenancy interests or establishing irrevocable trusts including charitable or non-charitable split interest trusts. My Agent may make gifts by establishing and contributing my property to corporations, family limited partnerships, limited liability partnerships, limited liability companies, or other similar entities and by making gifts of interests in any of those entities.

To accomplish the objectives described in this subsection, my Agent may establish and maintain financial accounts of all types and may execute, acknowledge, seal, and deliver deeds, assignments, agreements, authorizations, checks, and other instruments. My Agent may prosecute, defend, submit to arbitration, settle, or propose or accept a compromise with respect to a claim existing in favor of or against me based on or involving a gift transaction on my behalf. My Agent may intervene in any related action or proceeding.

My Agent may perform any other act my Agent considers necessary or desirable to complete a gift on my behalf in accordance with the provisions of this Section.

### Standard for Making Gifts

It is my desire that in making gifts on my behalf, my Agent consider the history of my gift making and my estate plan. To the extent reasonably possible, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

### Ratification of Gifts

I specifically ratify any gifts made by my Agent under the terms of this Durable Power of Attorney.

### Gift-Splitting

My Agent may make, join, and consent to gifts by my spouse pursuant to the Internal Revenue Code, as amended, even for gifts which exceed the aggregate annual gift tax exclusions for both spouses.

## Ownership and Rights of Survivorship

Notwithstanding any other provision of this Durable Power of Attorney, my Agent may select, create, or change the rights of survivorship on my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests, and may do so by any means, including by changing ownership, such as adding a joint owner. My Agent may designate survivorship rights among one or more remaindermen and may designate the form of title among multiple remaindermen, including as tenants in common, joint tenants, community property, or tenants by the entirety.

In particular, my Agent may execute any deed designating beneficiaries, including an enhanced life estate deed (also known as a *ladybird* deed), including with respect to my homestead property, if any, and may conduct any and all transactions with full power and authority in my Agent to sell, convey, mortgage, lease, and otherwise dispose of the property in accordance with the terms of the deed.

## Beneficiary Designations

Notwithstanding any other provision of this Durable Power of Attorney, my Agent may select, create, or change beneficiary designations on any and all of my property, whether real or personal, including bank and investment accounts, insurance policies, annuities, qualified or nonqualified retirement plans, and real property interests.

## Annuities

My Agent may waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan. My Agent may withdraw from, transfer ownership, surrender, or purchase any commercial annuity, private annuity, or grantor-retained annuity trust.

## Disclaimers and Statutory Elections

My Agent may make statutory elections and renounce or disclaim any interest in property by testate or intestate succession or by inter vivos transfer consistent with Florida law.

## Powers of Appointment

My Agent may exercise in whole or in part, or decline to exercise, or disclaim my rights under any special or general power of appointment or any rights retained by me in any trust or otherwise, whether or not any such trust or other instrument was created by me or others.

## Qualified Plans

Notwithstanding any other provision of this Durable Power of Attorney, my Agent may deal in all respects with any Qualified Plan or Individual Retirement Account that I may own and make any available elections or beneficiary designations on my behalf. If my spouse is a participant in a Qualified Plan or Individual Retirement Account, I authorize my Agent to effect any waiver of my rights to any portion of the Plan or to any payout arrangement which may require my consent or approval by law, under the Plan, or otherwise.

## Estate and Long-Term Care Planning

Notwithstanding any other provision of this Durable Power of Attorney, my Agent may engage in estate and long-term care planning to achieve asset preservation. Property transfers made under this authority may be made without restriction as to the value of the transfer, and must be *in my best interest* if: (1) made under the provisions of this Section; and (2) made in the context of estate planning, financial planning, Medicaid planning, long-term care planning, or asset preservation planning pursuant to the recommendations of an attorney at law experienced in the matters. My Agent may engage in this planning based on all relevant factors, including:

the value and nature of my property;

my foreseeable obligations and need for maintenance;

minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes; and

eligibility for a benefit, a program, or assistance under a statute or government regulation.

Notwithstanding any other provision of this Durable Power of Attorney, my Agent may take any action necessary to effect the foregoing, including to qualify me for Social Security Benefits, Supplemental Security Income, Veterans Benefits, Medicaid or any other government benefit program. These actions may include the following:

convert non-exempt resources into exempt resources;

divest me of assets, without restriction as to the value of the divestment;

if my Agent is my spouse, my spouse may protect our assets, whether owned by me alone, my spouse alone, or by us together as a married couple, so that my spouse’s impoverishment because of my health care costs can be avoided, by whatever lawful methods might be available;

sign a Spousal Refusal (even if my Agent is my spouse);

sign an Assignment of Support (even if my Agent is my spouse);

divide community property assets equally or unequally between my spouse and me, without restriction as to the difference of the value of our shares, if any;

sign an application for Medical Assistance or any other government benefit program;

serve as representative payee;

waive, renounce, and relinquish any rights, claims or demands in homestead property under Section 732.702 Florida Statutes;

transfer the family residence to a spouse who does not need long-term health or nursing care, without restricting the value of the transfer;

make home improvements and additions to my family residence;

pay off, partly or in full, any encumbrance on my family residence;

purchase a family residence, if I do not own a family residence;

purchase a more expensive family residence; and

attend and represent me at Fair Hearings.

## Exercise of Power in Favor of Agent

An Agent may exercise authority granted under this Article to create in the Agent, or in an individual to whom the Agent owes a legal obligation of support, an interest in my property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.

# Incidental Powers

My Agent may perform those acts and execute and deliver those legal documents necessary or appropriate to the exercise of the powers set forth in this Durable Power of Attorney, including the following incidental powers.

## Court Proceedings

My Agent may begin any court proceedings necessary to protect my legal rights and interests under this Durable Power of Attorney including:

actions for declaratory judgments from any court of competent jurisdiction interpreting the validity of this Durable Power of Attorney and any of the acts sanctioned by this Durable Power of Attorney; however, my Agent need not seek a declaratory judgment to perform any act sanctioned by this Durable Power of Attorney;

actions for mandatory injunctions requiring any person or entity to comply with my Agent’s directions as authorized by this Durable Power of Attorney; and

actions for actual and punitive damages and the recoverable costs and expenses, including reasonable attorney’s fees, of litigation against any person or entity who negligently or willfully fails or refuses to follow my Agent’s directions as authorized by this Durable Power of Attorney.

## Document Execution

My Agent may sign, execute, endorse, seal, acknowledge, deliver, and file or record all appropriate legal documents necessary to exercise the powers granted under this Durable Power of Attorney.

## Custody of Documents

My Agent may take, give, or deny custody of my important documents, including my Will and any codicils, trust agreements, deeds, leases, life insurance policies, contracts, or securities. My Agent may disclose or not disclose the whereabouts or contents of those documents, as my Agent believes appropriate.

# Limitation on Powers

All powers granted to my Agent under this Durable Power of Attorney are subject to the limitations set forth in this Article.

## Limitation on Authority of Agent

In accordance with Section 709.2201(3), Florida Statutes, notwithstanding the authority of my Agent granted in this Durable Power of Attorney, my Agent may not:

perform duties under a contract that requires the exercise of my personal services;

make any affidavit as to my personal knowledge;

vote in any public election on my behalf;

execute or revoke any will or codicil for me; or

exercise powers and authority granted to me as trustee or as court-appointed fiduciary.

## Tax Sensitive Powers

No individual serving as my Agent may exercise any fiduciary power or discretion if the exercise of that power or discretion would:

cause any income generated by my property to be attributed to my Agent for federal income tax purposes;

cause the value of any property subject to this Durable Power of Attorney to be included in my Agent’s gross estate for federal estate tax purposes;

cause any distribution made or allowed to be made by my Agent to be treated as a gift from my Agent; or

discharge a legal obligation of my Agent.

If the exercise of a power by my Agent under this Durable Power of Attorney would cause any of the foregoing results, any other Agent that I have designated in this Durable Power of Attorney to serve with the Agent or as a successor Agent may exercise the power or discretion, so long as the exercise would not also cause any of the foregoing results. The other Agent acting for this purpose must be an individual who is not related or subordinate to my Agent within the meaning of Internal Revenue Code Section 672(c).

# Administrative Powers and Provisions

This Article contains certain administrative powers and provisions that facilitate the use of the Durable Power of Attorney and that protect my Agent and those who rely upon my Agent.

## Compensation and Reimbursement to Agent

If my Agent is one of the following, then my Agent is entitled to compensation that is reasonable under the circumstances:

my spouse;

my heir within the meaning of Section 732.103, Florida Statutes;

a financial institution that has trust powers and a place of business in Florida;

an attorney who is licensed in Florida;

a certified public accountant who is licensed in Florida; or

a natural person who is a resident of Florida and who has never been an Agent for more than three principals at the same time.

My Agent is entitled to reimbursement of expenses reasonably incurred on my behalf.

## Release of Information

My Agent may release and obtain any and all information regarding my financial investments, taxes, and estate planning, including any information or documents regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, wills, trusts, powers of attorney, advance directives, and any other documents or information regarding my financial affairs, taxes, or estate planning from my attorneys-at-law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having this information.

I release these persons or entities from any liability for releasing the above-referenced information to my Agent in reliance on this Section.

If my Agent is an attorney-at-law or other accounting or financial professional, the professional regulations of my Agent’s profession and federal law may prohibit my Agent from releasing information about my financial affairs to others if I am a client of my Agent. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any Agent as a client. I waive the privilege for the limited purpose of permitting my Agent to perform his or her duties under this Durable Power of Attorney.

## Agent Authorized to Employ My Attorney

My Agent may employ the attorney who prepared this Durable Power of Attorney or any other attorney employed by me in connection with my estate plan or business matters and I specifically:

waive any and all conflicts of interest that might arise through such employment;

authorize the attorney to make full disclosure of my estate plan and business to the Agent; and

authorize the attorney to accept the engagement.

## Fiduciary Eligibility of Agent

My Agent is eligible to serve in any other fiduciary capacity for me or for my benefit, including trustee, guardian, conservator, committee, executor, administrator, or personal representative.

## Revocation

I may revoke this Durable Power of Attorney at any time, either orally or in writing.

If this Durable Power of Attorney is revoked, no person will incur any liability to me or my estate as a result of permitting my Agent to exercise any power authorized by this Durable Power of Attorney prior to that person’s receipt of notice that it was revoked.

I may revoke by filing a Notice of Revocation in the public records of Manatee County. This revocation will be deemed effective upon recording.

## Resignation

My Agent may resign by the executing of a written resignation delivered to me (or my guardian if am incapacitated and one has been appointed for me) and to any Agent serving together with the resigning Agent, or if none, to the next successor Agent. If I am incapacitated, notice may be delivered to any person who I am living with or who is responsible for my care and custody.

## Notice

In accordance with Section 709.2121, Florida Statutes, notice of the events described in this Section will be provided as specified.

A notice, including a Notice of Revocation, notice of partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced in this Durable Power of Attorney, notice of my death, notice of suspension by initiation of proceedings to determine incapacity or to appoint a guardian, or other notice, is not effective until written notice is provided to my Agent or any third persons relying upon this Durable Power of Attorney.

Notice must be in writing and must be accomplished in a manner reasonably suitable under the circumstances and likely to result in receipt of the notice or document. Permissible methods of notice or for sending a document include first-class mail, personal delivery, delivery to the person’s last known place of residence or place of business, or a properly directed facsimile or other electronic message.

Notice to a financial institution must contain the name, address, and the last four digits of my taxpayer identification number and be directed to an officer or a manager of the financial institution in Florida.

Notice is effective when given, except that notice upon a financial institution, brokerage company, or title insurance company is not effective until 5 days, excluding Saturdays, Sundays, and legal holidays, after it is received.

## Signature of Agent

My Agent shall use the following form or a substantially similar form when signing documents on my behalf pursuant to this power:

{{ spouse.name }} by [enter Agent’s name], {{ spouse.pronoun\_possessive(‘Agent’) }}.

## Interpretation

This Durable Power of Attorney is a general power of attorney and should be interpreted as granting my Agent all general powers permitted under Florida law. The description of specific powers is not intended to nor does it limit or restrict any of the general powers granted to my Agent.

## Use of *Agent* Nomenclature

The terms *Agent* and *Attorney-in-Fact* are used synonymously in this document and any modifying or equivalent word or substituted pronoun includes the singular and the plural, as well as the masculine, feminine, and neuter genders.

## Third-Party Refusal

Under Section 709.2120, Florida Statutes, this Section controls the acceptance or rejection of this Durable Power of Attorney.

### Procedure

Except as provided in subsection (b), below:

A third person must accept or reject this Durable Power of Attorney within a reasonable time. A third person who rejects this Durable Power of Attorney must state in writing the reason for the rejection.

Four days, excluding Saturdays, Sundays, and legal holidays, are presumed to be a reasonable time for a financial institution to accept or reject this Durable Power of Attorney with respect to:

a banking transaction, if this Durable Power of Attorney expressly contains authority to conduct banking transactions under Section 709.2208(1), Florida Statutes; or

a security transaction, if this Durable Power of Attorney expressly contains authority to conduct security transactions under Section 709.2208(2), Florida Statutes.

A third person may not require an additional or different form of power of attorney (such as a financial institution’s power of attorney form) for authority granted in this Durable Power of Attorney.

### Permissible Reasons to Reject

A third person is not required to accept this Durable Power of Attorney if:

1. the third person is not otherwise required to engage in a transaction with me in the same circumstances;
2. the third person has knowledge of the termination or suspension of my Agent’s authority or of this Durable Power of Attorney before exercising the power;
3. a timely request by the third person for an affidavit, an English translation or opinion of counsel under Section 709.2119(4), Florida Statutes, is refused by my Agent;
4. except as provided in paragraph (ii) of this subsection, the third person believes in good faith that the power is not valid or that my Agent does not have authority to perform the act requested; or
5. the third person makes, or has knowledge that another person has made, a report to the local adult protective services office stating a good faith belief that I may be subject to physical or financial abuse, neglect, exploitation, or abandonment by my Agent or a person acting for or with my Agent.

### Third-Party Liability for Improper Rejection

A third person who, in violation of Section 709.2120, Florida Statutes (the contents of which are stated in this Section), refuses to accept this Durable Power of Attorney is subject to:

1. a court order mandating acceptance of this Durable Power of Attorney; and
2. liability for damages, including reasonable attorney’s fees and costs, incurred in any action or proceeding that confirms, for the purpose tendered, the validity of this Durable Power of Attorney or mandates acceptance of this Durable Power of Attorney.

## Third-Party Reliance

Except as provided in Section 709.2119(5), Florida Statutes, no person who relies in good faith on the authority of my Agent under this Durable Power of Attorney will incur any liability to me, my estate, or my heirs, successors, and assigns.

Any party dealing with my Agent may conclusively rely upon an affidavit or certificate of my Agent stating:

where I am domiciled;

that I am not deceased;

that there has been no revocation or partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced in this Durable Power of Attorney;

that there has been no suspension by initiation of proceedings to determine my incapacity, or to appoint a guardian; and

if the affiant is a successor Agent, the reasons for the unavailability of the predecessor Agent, if any, at the time the authority is exercised.

## Judicial Relief

Under Section 709.2116, Florida Statutes, a court may construe or enforce this Durable Power of Attorney, review my Agent’s conduct, terminate my Agent’s authority, remove my Agent, and grant other appropriate relief.

In any proceeding commenced by filing a petition under this Section, including the unreasonable refusal of a third person to allow my Agent to act pursuant to this Durable Power of Attorney, and in challenges to the proper exercise of authority by my Agent, the court shall award reasonable attorney’s fees and costs.

The following persons may petition the court:

me or my Agent, including any nominated successor Agent;

a guardian, conservator, trustee, or other fiduciary acting for me or my estate;

a person authorized to make health care decisions for me if my health care is affected by the actions of my Agent;

any other interested person if the person demonstrates to the court’s satisfaction that the person is interested in my welfare and has a good faith belief that the court’s intervention is necessary;

a governmental agency having regulatory authority to protect my welfare; or

a person asked to honor this Durable Power of Attorney.

## Effect of Duplicate Originals or Copies

If this Durable Power of Attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Agent may make copies of this Durable Power of Attorney and each copy will have the same force and effect as the original. A copy means an electronic, digital, facsimile, photocopy, or other reproduction of this Durable Power of Attorney.

## Governing Law

The Florida Power of Attorney Act (part II of chapter 709, Florida Statutes) will govern this Durable Power of Attorney’s validity and interpretation. To the extent permitted by law, this Durable Power of Attorney is applicable to all of my property (whether real or personal, tangible or intangible, or legal or equitable), wherever located, and whether or not the property is owned by me now or in the future.

## Severability

If any provision of this Durable Power of Attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

# Duties and Liabilities of My Agent

## Mandatory Duties

Under Section 709.2114(1), Florida Statutes, my Agent is a fiduciary. Notwithstanding the provisions in this Durable Power of Attorney, my Agent:

1. must act only within the scope of authority granted in this Durable Power of Attorney, and in so doing:
   1. may not act contrary to my reasonable expectations if actually known by my Agent;
   2. must act in good faith;
   3. may not act in a manner that is contrary to my best interest, except as provided in Sections 709.2114(2)(d) and 709.2202, Florida Statutes; and
   4. must attempt to preserve my estate plan, to the extent actually known by my Agent, if preserving the plan is consistent with my best interest based on all relevant factors, including:
      1. the value and nature of my property;
      2. my foreseeable obligations and need for maintenance;
      3. minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes;
      4. eligibility for a benefit, a program, or assistance under a statute or rule; and
      5. my personal history of making or joining in making gifts;
2. may not delegate authority to a third person (anyone other than an Agent acting with the delegating Agent or a successor Agent) except as provided by Section 518.112, Florida Statutes (regarding delegation of investment functions);
3. must keep a record of all receipts, disbursements, and transactions made on my behalf; and
4. must create and maintain an accurate inventory each time my Agent accesses my safe-deposit box, if this Durable Power of Attorney authorizes my Agent to access the box.

## Default Duties

Under Section 709.2114(2), Florida Statutes, except as otherwise provided in this Durable Power of Attorney, my Agent shall:

act loyally for my sole benefit;

act so as not to create a conflict of interest that impairs my Agent’s ability to act impartially in my best interest;

act with the care, competence, and diligence ordinarily exercised by Agents in similar circumstances; and

cooperate with a person who has authority to make health care decisions for me in order to carry out my reasonable expectations to the extent actually known by my Agent and, otherwise, act in my best interest.

## Duty of Agent Selected Because of Special Skills

Under Section 709.2114(4), Florida Statutes, if I have selected an Agent because of special skills or expertise possessed by the Agent or in reliance on the Agent’s representation that the Agent has special skills or expertise, the special skills or expertise must be considered in determining whether the Agent has acted with care, competence, and diligence under the circumstances.

## Duty and Liability Regarding Actual Knowledge of Breach by Another Agent

Under Section 709.2111(4), Florida Statutes, an Agent who has actual knowledge of a breach or imminent breach of fiduciary duty by another Agent, including a predecessor Agent, must take any action reasonably appropriate in the circumstances to safeguard my best interests. If the Agent in good faith believes that I am not incapacitated, giving notice to me is a sufficient action. If an Agent fails to take action as required by this provision, the Agent is liable to me for my reasonably foreseeable damages that could have been avoided if the Agent had taken action.

Under Section 709.2111(3), Florida Statutes, except as otherwise provided in this Durable Power of Attorney including the immediately preceding paragraph of this Section, an Agent who does not participate in or conceal a breach of fiduciary duty committed by another Agent, including a predecessor Agent, is not liable for the actions or omissions of the other Agent.

Under Section 709.2111(5), Florida Statutes, a successor Agent does not have a duty to review the conduct or decisions of a predecessor Agent. Except as provided in this Section, a successor Agent does not have a duty to institute any proceeding against a predecessor Agent, or to file any claim against a predecessor Agent’s estate, for any of the predecessor Agent’s actions or omissions as Agent.

## Limited Duty of Disclosure

Except as otherwise provided in this Durable Power of Attorney, my Agent is not required to disclose receipts, disbursements, transactions conducted on my behalf, or safe-deposit box inventories, unless:

ordered by a court;

requested by me, a court-appointed guardian, another fiduciary acting for me, or a governmental agency having authority to protect my welfare; or

upon my death, requested by the personal representative or successor in interest of my estate.

If requested, my Agent must comply with the request within 60 days or provide a writing or other record substantiating the need for additional time and comply with the request within an additional 60 days.

## Limitation of Liability of My Agent

Except as provided in this Durable Power of Attorney and Section 709.2115, Florida Statutes, I release and discharge any Agent acting in good faith from any civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors, and assigns arising out of the acts or omissions of my Agent, except for duties committed dishonestly, with improper motive, or with reckless indifference to the purposes of this Durable Power of Attorney or my best interests, including willful misconduct or gross negligence. This protection extends to the estate, heirs, successors, and assigns of my Agent.

In particular, any Agent who acts in good faith is not liable to any beneficiary of my estate plan for failure to preserve the plan, and absent a breach of duty to me, my Agent is not liable if the value of my property declines.

# Acceptance of Appointment as Agent

Any manifestation of acceptance of appointment as Agent, whether in writing or by conduct, is an acceptance of all aspects of this Durable Power of Attorney, and may not be limited to only certain aspects. Appointment as Agent is accepted by:

signing any document manifesting acceptance;

exercising any authority or performing any duties as Agent under this Durable Power of Attorney; or

any other assertion or conduct indicating acceptance.

# Declarations of the Principal

I understand that this Durable Power of Attorney is an important legal document. Before executing this Durable Power of Attorney, my attorney explained to me the following:

that this Durable Power of Attorney provides my Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property;

that the powers will exist for an indefinite period of time unless I revoke this Durable Power of Attorney or I have limited their duration by specific provisions herein;

that this Durable Power of Attorney remains in full force and effect during my subsequent disability or incapacity; and

that I may revoke or terminate this Durable Power of Attorney at any time.

Dated: \_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_

{{ spouse.name }}, Principal

**Declaration of Witnesses**

The foregoing Durable Power of Attorney was, on the day and year written above, published, and declared by {{ spouse.name }}, in our presence to be her Durable Power of Attorney. We, in her presence and at her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Witness Address | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Witness Address |

STATE OF FLORIDA )

) ss.

COUNTY OF {{ county }} )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day, \_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, by {{ spouse.name }}, who is personally known to me or who has produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as identification.

Notary Public

My commission expires: \_\_\_/\_\_\_/20\_\_\_

**Acceptance by Agent**

The undersigned Agent hereby accepts the delegation of authority set out in this Durable Power of Attorney, except for those matters, if any, set forth below:

Powers Not Accepted By {{ dpoagentsspouse[0].name }}:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

{{ dpoagentsspouse[0].name }}’s Signature Date

{{ dpoagentsspouse[0].name }}’s Driver’s License Number

STATE OF FLORIDA )

) ss.

COUNTY OF {{ county }} )

The foregoing Durable Power of Attorney was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day, \_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, by {{ dpoagentsspouse[0].name }}, as Agent, who is personally known to me or who has produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as identification.

Notary Public

My commission expires: \_\_\_/\_\_\_/20\_\_\_