DURABLE POWER OF ATTORNEY

OF

John Doe

NOTICE TO PERSON EXECUTING DURABLE POWER OF ATTORNEY: A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THE DURABLE POWER OF ATTORNEY, YOU ARE AUTHORIZING ANOTHER PERSON TO ACT FOR YOU, THE PRINCIPAL. BEFORE YOU SIGN THIS DURABLE POWER OF ATTORNEY, YOU SHOULD KNOW THESE IMPORTANT FACTS:

YOUR AGENT (ATTORNEY-IN-FACT) HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING.
THIS DOCUMENT GIVES YOUR AGENT THE POWERS TO MANAGE, DISPOSE OF, SELL, AND CONVEY YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF. THIS DOCUMENT DOES NOT GIVE YOUR AGENT THE POWER TO ACCEPT OR RECEIVE ANY OF YOUR PROPERTY, IN TRUST OR OTHERWISE, AS A GIFT, UNLESS YOU SPECIFICALLY AUTHORIZE THE AGENT TO ACCEPT OR RECEIVE A GIFT.

YOUR AGENT WILL HAVE THE RIGHT TO RECEIVE REASONABLE PAYMENT FOR SERVICES PROVIDED UNDER THIS DURABLE POWER OF ATTORNEY UNLESS YOU PROVIDE OTHERWISE IN THIS POWER OF ATTORNEY.

THE POWERS YOU GIVE YOUR AGENT WILL CONTINUE TO EXIST FOR YOUR ENTIRE LIFETIME, UNLESS YOU STATE THAT THE DURABLE POWER OF ATTORNEY WILL LAST FOR A SHORTER PERIOD OF TIME OR UNLESS YOU OTHERWISE TERMINATE THE DURABLE POWER OF ATTORNEY. THE POWERS YOU GIVE YOUR AGENT IN THIS DURABLE POWER OF ATTORNEY WILL CONTINUE TO EXIST EVEN IF YOU CAN NO LONGER MAKE YOUR OWN DECISIONS RESPECTING THE MANAGEMENT OF YOUR PROPERTY.

YOU CAN AMEND OR CHANGE THIS DURABLE POWER OF ATTORNEY ONLY BY EXECUTING A NEW DURABLE POWER OF ATTORNEY OR BY EXECUTING AN AMENDMENT THROUGH THE SAME FORMALITIES AS AN ORIGINAL. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME, SO LONG AS YOU ARE COMPETENT.

THIS DURABLE POWER OF ATTORNEY MUST BE DATED AND MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR SIGNED BY TWO WITNESSES. IF IT IS SIGNED BY TWO WITNESSES, THEY MUST WITNESS EITHER (1) THE SIGNING OF THE POWER OF ATTORNEY OR (2) THE PRINCIPAL’S SIGNING OR ACKNOWLEDGMENT OF HIS OR HER SIGNATURE. A DURABLE POWER OF ATTORNEY THAT MAY AFFECT REAL PROPERTY SHOULD BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC SO THAT IT MAY EASILY BE RECORDED.
YOU SHOULD READ THIS DURABLE POWER OF ATTORNEY CAREFULLY. WHEN EFFECTIVE, THIS DURABLE POWER OF ATTORNEY WILL GIVE YOUR AGENT THE RIGHT TO DEAL WITH PROPERTY THAT YOU NOW HAVE OR MIGHT ACQUIRE IN THE FUTURE. THE DURABLE POWER OF ATTORNEY IS IMPORTANT TO YOU. IF YOU DO NOT UNDERSTAND THE DURABLE POWER OF ATTORNEY, OR ANY PROVISION OF IT, THEN YOU SHOULD OBTAIN THE ASSISTANCE OF AN ATTORNEY OR OTHER QUALIFIED PERSON.

I. PRINCIPAL AND ATTORNEY-IN-FACT

I, John Doe, who reside at 123 Main Street, Anytown, California 12345, appoint the following person to serve as my attorney-in-fact, to act for me in any lawful way with respect to the subjects indicated below:

Jane Doe
Fontana, California

If Jane Doe resigns or is unable or unwilling to serve or continue to serve as my attorney-in-fact, I appoint the following person to serve as my successor attorney-in-fact:

Susan Doe
Fontana, California

II. EFFECTIVE TIME

This power of attorney will become effective only if I become disabled or incapacitated, as determined by my physician (or a physician chosen by my attorney-in-fact if I do not have a physician or if my physician is unavailable) and set forth in a written certification.

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and all other applicable state and federal laws, and exclusively for the purpose of making a determination of my incapacitation or incapability of managing my financial affairs and obtaining an affidavit of such incapacitation by a physician, I authorize any health care provider to disclose to the person named herein as my “attorney-in-fact” any pertinent individually identifiable health information sufficient to determine whether I am mentally or physically capable of managing my financial affairs. In exercising such authority, my attorney-in-fact constitutes my “personal representative” as defined by HIPAA.
III. POWERS OF ATTORNEY-IN-FACT

To the extent permitted by law, my attorney-in-fact may act in my name, place, and stead in any way that I myself could with respect to the following matters:

YOUR ATTORNEY-IN-FACT SHALL BE AUTHORIZED TO ENGAGE ONLY IN THOSE ACTIVITIES THAT ARE INITIALED.

(____) TANGIBLE PERSONAL PROPERTY TRANSACTIONS:
- Buy or otherwise acquire ownership or possession of, sell or otherwise dispose of, mortgage, pledge, assign, lease, insure, maintain, improve, pay taxes on, otherwise manage tangible personal property and interests in tangible personal property that I now own or later acquire, and exercise all powers with respect to personal property and interests in personal property that I could if present and under no disability.

(____) PERSONAL AND FAMILY CARE:
To do all acts necessary to maintain my customary standard of living, and that of any individuals legally entitled to be supported by me, including but not limited to the authority to provide and pay for medical care, shelter, clothing, food, usual vacations, education, transportation, and dues for social organizations and to exercise all powers with respect to personal and family care that I could if present and under no disability. My attorney-in-fact is specifically authorized to hire and compensate household, nursing, and other employees necessary for my well-being and that of any individuals legally entitled to be supported by me, and to enter into contracts and commit my resources with respect to the provision of my residential care in a convalescent hospital, skilled nursing home, or alternative residential facility.

My attorney-in-fact is empowered to take all further action, including the payment of expenditures and the preparation and execution of all documents, as my attorney-in-fact deems necessary or appropriate to fully effectuate the purposes of the foregoing matters.
IV. GENERAL PROVISIONS

1) Reliance By Third Parties. I hereby agree that any third party receiving a duly executed copy of this document may rely on and act under it. Revocation or termination of this power of attorney will be ineffective as to a third party unless and until that third party receives actual notice or knowledge of the revocation or termination. For myself and for my heirs, executors, legal representatives, devisees, and assigns, I hereby agree to indemnify and hold harmless any third party from any and all claims because of good faith reliance on this instrument.

2) Severability. If any provision in this power of attorney is found to be invalid or unenforceable, this invalidity or unenforceability will not affect the other provisions of this document, and the other provisions will be given effect without the invalid or unenforceable provision.

3) Revocation of Prior Powers of Attorney. I revoke all durable powers of attorney naming me as principal executed prior to this document, specifically excluding any health care powers of attorney and advance health care directives.

4) Revocation. I may revoke this power of attorney at any time.

5) Maintenance of Records; Accounting. My attorney-in-fact must maintain records of all actions taken on my behalf, including transactions, receipts, disbursements and investment. My attorney-in-fact shall provide an accounting for all funds handled and all acts performed as my attorney-in-fact, but only upon my request, the request of a personal representative or a fiduciary acting on my behalf, or court order. Any requirement of my attorney-in-fact to file inventories and accounts with the county clerk or with the court is specifically waived.

6) Compensation and Reimbursement. My attorney-in-fact is entitled to reasonable compensation for services provided on my behalf pursuant to this power of attorney. My attorney-in-fact will be reimbursed for all reasonable expenses incurred relating to his or her responsibilities under this power of attorney.

7) Personal Benefit Permitted. If my attorney-in-fact is acting in good faith and in my best interests, my attorney-in-fact may personally benefit or profit from transactions taken on my behalf.
8) **Liability of Attorney-in-Fact.** All persons or entities that in good faith endeavor to carry out the provisions of this power of attorney will not be liable to me, my estate, or my heirs for any damages or claims arising because of their actions or inactions based on this power of attorney. My estate will indemnify and hold them harmless. A successor attorney-in-fact will not be liable for the acts of a prior attorney-in-fact.

9) **Copies.** A copy of this durable power of attorney shall be effective as an original for all purposes.

**IN WITNESS WHEREOF,** the undersigned has executed this power of attorney on the date set forth below.

Date: __________________________________________________________

Signature of John Doe
WITNESSES

By signing as a witness, I am acknowledging the signature of the principal who signed in my presence, and the fact that he or she stated that this power of attorney reflects his or her wishes and is being executed voluntarily. I believe the principal to be of sound mind. I have not been appointed as attorney-in-fact by the principal, am not related to him or her by blood, marriage, or adoption, and, to the best of my knowledge, am not entitled to any portion of his or her estate under his or her last will and testament.

1. _____________________________  _________________________________
   (Signature of witness) (Print Name)
   __________________________________
   (Address)
   __________________________________
   (City, State, ZIP)

2. _____________________________  _________________________________
   (Signature of witness) (Print Name)
   __________________________________
   (Address)
   __________________________________
   (City, State, ZIP)
NOTICE TO PERSON ACCEPTING
APPOINTMENT AS ATTORNEY-IN-FACT

By acting or agreeing to act as the agent (attorney-in-fact) under this power of
attorney you assume the fiduciary and other legal responsibilities of an agent.
These responsibilities include:

1) The legal duty to act solely in the interest of the principal and to avoid
   conflicts of interest.

2) The legal duty to keep the principal’s property separate and distinct
   from any other property owned or controlled by you.

You may not transfer the principal’s property to yourself without full and
adequate consideration or accept a gift of the principal’s property unless this
power of attorney specifically authorizes you to transfer property to yourself
or to accept a gift of the principal’s property. If you transfer the principal’s
property to yourself without specific authorization in the power of attorney,
you may be prosecuted for fraud and/or embezzlement. If the principal is 65
years of age or older at the time that the property is transferred to you without
authority, you may also be prosecuted for elder abuse under Penal Code
Section 368. In addition to criminal prosecution, you may also be sued in civil
court.

I have read the foregoing notice and I understand the legal and fiduciary
duties that I assume by acting or agreeing to act as the agent (attorney-in-fact)
under the terms of this power of attorney.

Date:__________________________

Signature of Jane Doe
REVOCATION OF POWER OF ATTORNEY

I, John Doe, hereby revoke, cancel and make void all durable powers of attorney naming me as principal executed prior to ________________, 20__, specifically excluding any health care powers of attorney and advance health care directives. Nothing herein shall affect any action taken by my attorney-in-fact prior to receiving this notice. This notice shall be conclusive for all purposes, from the date of execution as set forth below.

This Revocation of Power of Attorney may be served via personal delivery, mail, facsimile transmission or other electronic transmission, and shall be effective regardless of the manner in which same is received. A copy of this Revocation of Power of Attorney shall be effective as an original for all purposes.

______________________________  Date: ________________, 20__
Signature of John Doe
123 Main Street
Anytown, California 12345

ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of California
County of __________

On ________________, before me, _____________________________, a Notary Public, personally appeared John Doe, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature ____________________________  (Seal)
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