

This document was prepared by:

Jane Doe
100 Main Street
Houston, Texas 12345

Return To:

Jane Doe
100 Main Street
Houston, Texas 12345

LEGALZOOM

SAMPLE

**POWER OF ATTORNEY
OF
JANE DOE**

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

You should select someone you trust to serve as your agent (attorney-in-fact). Unless you specify otherwise, generally the agent's (attorney-in-fact's) authority will continue until:

1. You die or revoke the power of attorney;
2. Your agent (attorney-in-fact) resigns, is removed by court order, or is unable to act for you; or
3. A guardian is appointed for your estate.

I. PRINCIPAL AND ATTORNEY-IN-FACT

I, Jane Doe, a resident of 100 Main Street, Houston, Texas 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:

John Doe
City, State of Residence: Houston, Texas

[The following information appears if you appoint a successor attorney-in-fact.]

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

Henry Doe
City, State of Residence: Houston, Texas

[The content of the following paragraphs depends on whether you elect to make the power of attorney effective immediately or effective if you become mentally incapacitated.]

II. EFFECTIVE TIME

This power of attorney is effective immediately and will continue to be effective until my death or until I become disabled or incapacitated. My disability or incapacity will be 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.

[The following sections will appear based on your selections in the questionnaire.]

- (_____) REAL ESTATE TRANSACTIONS:
- Manage, sell, transfer, lease, mortgage, pledge, refinance, insure, maintain, improve, collect and receive rent, sale proceeds, and earnings, pay taxes, assessments, and charges, and perform any and all other acts with respect to real property and interests in real property that I own now or later acquire.
 - Defend, settle, and enforce by litigation a claim to real property and interests in real property that I own now or later acquire.
 - Buy, lease, or otherwise acquire real property or an interest in real property, including the authority to enter into listing agreements and purchase and sale contracts, and to sign escrow instructions.
 - Execute deeds, mortgages, releases, satisfactions, and other instruments relating to real property and interests in real property that I own now or later acquire.
 - Hire and discharge accountants, bookkeepers, property managers, and other professionals providing services related to real property and interests in real property that I now own or later acquire.
 - Exercise all powers with respect to real property and interests in real property that I could if present and under no disability or incapacity.
- (_____) 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 or incapacity.

(_____)

STOCK AND BOND TRANSACTIONS:

- Buy, sell, pledge, and exchange stocks, mutual funds, bonds, options, commodity futures, and all other types of securities in my name.
- Sign, accept, and deliver in my name certificates, contracts, or other documents relating to the foregoing, including agreements with brokers or agents.
- Exercise voting and other rights and enter into agreements relating thereto.
- Hire and discharge professionals providing services related to the management and investment of any securities in my name.
- Exercise all powers with respect to securities that I could if present and under no disability or incapacity.

(_____)

BANKING AND FINANCIAL TRANSACTIONS:

Conduct any business with banks, savings and loan associations, credit unions, and other financial institutions, including but not limited to the authority to:

- Sign and endorse all checks and drafts in my name.
- Deposit and withdraw funds from accounts.
- Open, maintain, and close accounts or other banking arrangements.
- Open, continue, and have access to all safe deposit boxes, and add and remove items from them.
- Borrow money, pledge property as security, and negotiate terms of debt payments.
- Apply for and receive letters of credit, credit cards, and traveler's checks, and give an indemnity or other agreement in connection with letters of credit.
- Exercise all powers with respect to financial institution transactions that I could if present and under no disability or incapacity.

(_____)

BUSINESS OPERATION TRANSACTIONS:

- Buy, sell, expand, reduce, or terminate a business interest, including but not limited to shares in a corporation, membership interests in a limited liability company, and partnership interests in a general, limited, or limited liability partnership.

- Manage and operate any business or business interest that I now have or later acquire, including but not limited to the authority to:
 - Enter into, amend, enforce, and terminate any business contract.
 - Disburse, receive, and demand money in the operation of the business.
 - Merge, reorganize, or sell a business or part of a business.
 - Determine the location, nature, and method of operating the business.
 - Hire and discharge employees and agents.
- If an agent is permitted by law to act for a principal, and subject to the terms of any partnership or operating agreement, perform any duty and exercise any right, power, or privilege that I have under a partnership or operating agreement, to enforce the terms of a partnership or operating agreement, and to defend, arbitrate, and settle any legal proceeding to which I am a party because of membership in a partnership or limited liability company.
- Exercise a right, power, or privilege that I have as the holder of a bond, share, or instrument of similar character and to defend, arbitrate, and settle any legal proceeding to which I am a party because of any bond, share, or similar instrument.
- Exercise all powers with respect to business operation transactions that I could if present and under no disability or incapacity.

(____)

INSURANCE AND ANNUITY TRANSACTIONS:

- Obtain, modify, renew, convert, rescind, pay the premium on, or terminate insurance and annuities of all types for myself and for my family and other dependents.
- Designate the beneficiary of the contract, but the attorney-in-fact may be named a beneficiary of the contract, or an extension, renewal, or substitute for it, only if the attorney-in-fact was named as a beneficiary under a contract procured by the principal before signing this power of attorney.
- Surrender and receive the cash value, borrow against, or pledge any insurance or annuity policy.
- Exercise all powers with respect to insurance and annuity transactions that I could if present and under no disability or incapacity.

(____)

ESTATE AND TRUST TRANSACTIONS:

- To act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship, or other fund from which I am now, claim to be, or later become entitled, as a beneficiary, to a share or payment, including but not limited to the authority to sign a qualified disclaimer pursuant to Internal Revenue Code Section 2518 and applicable state law, and petitions, objections, waivers, consents, receipts, settlements, and other agreements relating to the above-referenced matters or proceedings.
- Transfer any of my property to a living trust that I created as a grantor before this power of attorney was signed.
- Exercise all powers with respect to estate and trust transactions that I could if present and under no disability or incapacity.

(____)

LEGAL ACTIONS:

To act for me in all legal matters, whether claims in my favor or against me, including but not limited to the authority to retain and discharge attorneys on my behalf; appear for me in all actions and proceedings, commence actions in my name, sign all documents, submit claims to arbitration or mediation, settle claims, and pay judgments and settlements; and exercise all powers with respect to legal actions that I could if present and under no disability or incapacity.

(____)

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 or incapacity. 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.

(_____) GOVERNMENT BENEFITS:
Claim and collect benefits from the Social Security Administration, including, but not limited to, retirement benefits, supplemental social security, and social security disability benefits and, Medicare, Medicaid, or state, local, and other government programs or civil or military service, and to exercise all powers with respect to government assistance that I could if present and under no disability or incapacity.

(_____) RETIREMENT PLAN TRANSACTIONS:
To act for me in all matters that affect my retirement, deferred compensation, or pension plans, including but not limited to the authority to select payment options, designate beneficiaries, make contributions, exercise investment powers, make "rollovers" of plan benefits, borrow or sell assets from the plan, and, if I am a spouse who is not employed, waive my right to be a beneficiary of a joint or survivor annuity and to exercise all powers with respect to retirement plans that I could if present and under no disability or incapacity.

[A version of this section will appear based on your selections in the questionnaire.]

(_____) GIFTS:
Make gifts from my assets, including debt forgiveness. My attorney-in-fact is permitted to give any of my assets, interests or rights, directly or indirectly, to himself or herself, or to his or her creditors.

(_____) PET AND ANIMAL CARE:
To do all acts necessary to maintain the customary standard of living of all pets and animals currently supported by me, including, but not limited to, providing and paying for shelter, food, and veterinary care.

[The following section only appears if you elect to give your attorney-in-fact powers not mentioned in the above categories.]

(_____) OTHER:
Sample.

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.

[The following section only appears if you specifically state limitations on the authority of your attorney-in-fact.]

(_____) Notwithstanding anything to the contrary in this power of attorney, the authority of my attorney-in-fact shall be limited as follows:
Sample.

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.

[The following paragraph only appears if you select “Yes” to revoking prior Power of Attorney documents.]

- 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) Duty to Inform and Account. My attorney-in-fact shall timely inform me of any actions taken pursuant to this power of attorney. Failure of my attorney-in-fact to inform timely, as to third parties, shall not invalidate any action of the attorney-in-fact. 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 or the request of a personal representative or a fiduciary acting on my behalf. 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.

[A version of this paragraph appears based on your selection in the questionnaire.]

- 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) Authority to Record, Register, or File. My attorney-in-fact may record, register, or file this power of attorney and other necessary and appropriate documents as required to carry out the powers granted herein.
- 10) Copies. A copy of this power of attorney certified in accordance with state law shall be effective as an original.

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

Date: _____

Signature of Jane Doe

IMPORTANT INFORMATION FOR AGENT (ATTORNEY-IN-FACT)

Agent's Duties

When you accept the authority granted under this power of attorney, you establish a "fiduciary" relationship with the principal. This is a special legal relationship that imposes on you legal duties that continue until you resign or the power of attorney is terminated, suspended, or revoked by the principal or by operation of law. A fiduciary duty generally includes the duty to:

1. Act in good faith;
2. Do nothing beyond the authority granted in this power of attorney;
3. Act loyally for the principal's benefit;
4. Avoid conflicts that would impair your ability to act in the principal's best interest; and
5. Disclose your identity as agent or attorney-in-fact when you act for the principal by writing or printing the name of the principal and signing your own name as "agent" or "attorney-in-fact" in the following manner:

(Principal's Name) by (Your Signature) as Agent (or as Attorney-in-Fact)

In addition, the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code) requires you to:

1. Maintain records of each action taken or decision made on behalf of the principal;
2. Maintain all records until delivered to the principal, released by the principal, or discharged by a court; and
3. If requested by the principal, provide an accounting to the principal that, unless otherwise directed by the principal, must include:
 - a. The property belonging to the principal that has come to your knowledge or into your possession;
 - b. Each action taken or decision made by you as agent or attorney-in-fact;
 - c. A complete account of receipts, disbursements, and other actions of you as agent or attorney-in-fact that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;
 - d. A listing of all property over which you have exercised control that includes an adequate description of each asset and the asset's current value, if known to you;
 - e. The cash balance on hand and the name and location of the depository at which the cash balance is kept;
 - f. Each known liability;

- g. Any other information and facts known to you as necessary for a full and definite understanding of the exact condition of the property belonging to the principal; and
- h. All documentation regarding the principal's property.

Termination of Agent

You must stop acting on behalf of the principal if you learn of any event that terminates or suspends this power of attorney or your authority under this power of attorney. An event that terminates this power of attorney or your authority to act under this power of attorney includes:

1. The principal's death;
2. The principal's revocation of this power of attorney or your authority;
3. The occurrence of a termination event stated in this power of attorney;
4. If you are married to the principal, the dissolution of your marriage by court decree or divorce or annulment;
5. The appointment and qualification of a permanent guardian of the principal's estate unless a court order provides otherwise; or
6. If ordered by a court, your removal as agent (attorney-in-fact) under this power of attorney. An event that suspends this power of attorney or your authority to act under this power of attorney is the appointment and qualification of a temporary guardian unless a court order provides otherwise.

Liability of Agent

The authority granted to you under this power of attorney is specified in the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code). If you violate the Durable Power of Attorney Act or act beyond the authority granted, you may be liable for any damages caused by the violation or subject to prosecution for misapplication of property by a fiduciary under Chapter 32 of the Texas Penal Code.

THE ATTORNEY-IN-FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

ACKNOWLEDGMENT

State of Texas

County of _____

Before me on this day personally appeared Jane Doe, known to me (or proved to me on the oath of _____ or through (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____,
_____.

(Personalized Seal)

Notary Public's Signature

[This document only appears if you select “Yes” to revoking prior Power of Attorney documents.]

This document was prepared by:

Jane Doe
100 Main Street
Houston, Texas 12345

Return To:

Jane Doe
100 Main Street
Houston, Texas 12345

REVOCATION OF POWER OF ATTORNEY

I, Jane 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.

Signature of Jane Doe
100 Main Street
Houston, Texas 12345

Date: _____, 20____

ACKNOWLEDGMENT

State of Texas

County of _____

Before me on this day personally appeared Jane Doe, known to me (or proved to me on the oath of _____ or through (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____,
_____.

(Personalized Seal)

Notary Public's Signature

These are sample documents for the State of Texas. Actual content differs by state and may vary based on your answers to the LegalZoom questionnaire.

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