

# FLORIDA DURABLE POWER OF ATTORNEY

I, \_\_\_\_\_, the principal, presently residing at \_\_\_\_\_, State of **Florida**, hereby appoint the following person(s) \_\_\_\_\_, my Agent(s) (“Attorney-in-fact”), to exercise the powers and descretions initialed below.

Agent #1 address: \_\_\_\_\_.

Agent #1 telephone: \_\_\_\_\_.

Agent #1 email address: \_\_\_\_\_.

Agent #2 address: \_\_\_\_\_.

Agent #2 telephone: \_\_\_\_\_.

Agent #2 email address: \_\_\_\_\_.

## EFFECTIVE DATE

I grant my agent(s) the powers set forth below immediately upon the execution of this document. These powers shall not be affected by any subsequent disability or incapacity I may experience in the future.

## DURABILITY AND REVOCATION

This durable power of attorney will not be affected by the subsequent incapacity of the principal except as provided in chapter 709, Florida Statutes.

- This Power of Attorney is revoked or terminated and shall not be effective if the principal becomes incapacitated
- This power of attorney is durable and will not be affected by the subsequent incapacity of the principal except as provided in chapter 709, Florida Statutes.

## POWERS OF AGENT(S)

My Agent(s) shall have the following powers:

(Choose the applicable power(s) by placing your initials in the preceding space)

\_\_\_\_\_ **BANKING** - With regard to banking and other financial institution transactions, my agent shall have the authority to conduct banking transactions as provided in § 709.2208(1), Florida Statutes.

\_\_\_\_\_ **SAFE DEPOSIT BOX** - To have access at any time or times to any safe deposit box rented by me or to which I may have access, wheresoever located, including drilling, if necessary, and to

remove all or any part of the contents thereof, and to surrender or relinquish said safe-deposit box; and any institution in which any such safe-deposit box may be located shall not incur any liability to me or my estate as a result of permitting my attorney-in-fact to exercise this power.

\_\_\_\_\_ **LENDING OR BORROWING** - To make loans in my name; to borrow money in my name, individually or jointly with others; to give promissory notes or other obligations therefor; and to deposit or mortgage as collateral or for security for the payment thereof any or all of my securities, real estate, personal property, or other property of whatever nature and wherever situated, held by me personally or in trust for my benefit.

\_\_\_\_\_ **GOVERNMENT BENEFITS** - To apply for and receive any government benefits for which I may be eligible or become eligible, including but not limited to, Social Security, Medicare and Medicaid.

\_\_\_\_\_ **RETIREMENT PLAN** - To contribute to, select payment option of, roll-over, and receive benefits of any retirement plan or IRA I may own, except my attorney-in-fact shall not have power to change the beneficiary of any of my retirement plans or IRAs.

\_\_\_\_\_ **TAXES** - To complete and sign any local, state and federal tax returns on my behalf, pay any taxes and assessments due and receive credits and refunds owed to me and to sign any tax agency documents necessary to effectuate these powers.

\_\_\_\_\_ **INSURANCE** - To purchase, pay premiums and make claims on life, health, automobile and homeowners' insurance on my behalf, except my Agent(s) shall not have the power to cash in or change the beneficiary of any life insurance policy.

\_\_\_\_\_ **REAL ESTATE** - To acquire, purchase, exchange, lease, grant options to sell, and sell and convey real property, or any interests therein, on such terms and conditions, including credit arrangements, as my Agent(s) shall deem proper; to execute, acknowledge and deliver, under seal or otherwise, any and all assignments, transfers, deeds, papers, documents or instruments which my Agent(s) shall deem necessary in connection therewith.

\_\_\_\_\_ **PERSONAL PROPERTY** - To acquire, purchase, exchange, lease, grant options to sell, and sell and convey personal property, or any interests therein, on such terms and conditions, including credit arrangements, as my Agent(s) shall deem proper; to execute, acknowledge and deliver, under seal or otherwise, any and all assignments, transfers, titles, papers, documents or instruments which my Agent(s) shall deem necessary in connection therewith; to purchase, sell or otherwise dispose of, assign, transfer and convey shares of stock, bonds, securities and other personal property now or hereafter belonging to me, whether standing in my name or otherwise, and wherever situated.

\_\_\_\_\_ **POWER TO MANAGE PROPERTY** - To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interests therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my Agent(s) shall deem proper.

\_\_\_\_\_ **STOCKS AND BONDS** - With regard to stocks and bonds, to conduct investment transactions as provided in section 709.2208(2), Florida Statutes. Without limiting the foregoing, my agent shall have the general authority with respect to investment instruments to take the following actions: Buy, sell, and exchange stocks and bonds; Establish, continue, modify, or terminate an account with respect to stocks and bonds; Pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the Principal; Receive certificates and other evidence of ownership with respect to stocks and bonds; and Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

\_\_\_\_\_ **COMMODITIES AND OPTIONS** - In regards to commodities and options, the Principal authorizes the Agent(s) to buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and establish, continue, modify, and terminate option accounts.

\_\_\_\_\_ **GIFTS** - To make gifts, grants, or other transfers (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) without consideration, either outright or in trust to such person(s) (including my attorney-in-fact hereunder) or organizations as my Agent(s) shall select, including, without limitation, the following actions: (a) transfer by gift in advancement of a bequest or devise to beneficiaries under my will or in the absence of a will to my spouse and descendants in whatever degree; and (b) release of any life interest, or waiver, renunciation, disclaimer, or declination of any gift to me by will, deed, or trust

\_\_\_\_\_ **LEGAL ADVICE AND PROCEEDINGS** - To obtain and pay for legal advice, to initiate or defend legal and administrative proceedings on my behalf, including actions against third parties who refuse, without cause, to honor this instrument.

## **SPECIAL INSTRUCTIONS**

On the following lines are any special instructions limiting or extending the powers I give to my Agent(s) (Write "None" if no additional instructions are given):

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## **LIABILITY OF AGENT(S)**

My Agent(s) shall not incur any liability to me under this power except for a breach of fiduciary duty.

**WITNESS ATTESTATION**

Dated \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, State of **Florida**.

\_\_\_\_\_  
[NAME OF PRINCIPAL]

The foregoing power of attorney was, on the date written above, published and declared by \_\_\_\_\_ [NAME OF PRINCIPAL] in our presence to be his/her power of attorney. We, in his/her presence and at his/her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

Witness Signature #1: \_\_\_\_\_

Witness #1 Name: \_\_\_\_\_.

Witness #1 City: \_\_\_\_\_.

Witness | State: \_\_\_\_\_.

Witness Signature #2: \_\_\_\_\_

Name: \_\_\_\_\_.

City: \_\_\_\_\_.

State: \_\_\_\_\_.

**NOTARIZATION**

STATE OF **Florida**,  
COUNTY OF \_\_\_\_\_, ss:

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_  
**[NAME OF PRINCIPAL]**, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of person taking acknowledgment

\_\_\_\_\_  
Name typed, printed, or stamped

My commission expires \_\_\_\_\_