

## **DURABLE POWER OF ATTORNEY**

### **WARNING TO PERSON EXECUTING THIS DOCUMENT**

This is an important legal document. It creates a Durable Power of Attorney for financial matters. Before executing this document, you should know these important facts:

1. This document gives the person you designate as your agent the power to make decisions concerning your property for you. Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself.
2. This Power of Attorney becomes effective immediately unless you state otherwise in the Special Instructions.
3. This Power of Attorney does not authorize the agent to make health care decisions for you.
4. The person you designate in this document has a duty to act consistent with your desires as stated in this document or otherwise made known or, if your desires are unknown, to act in your best interests.
5. You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the Power of Attorney or the agent resigns or is unable to act for you.
6. Your agent is entitled to reasonable compensation unless you state otherwise in the Special Instructions.
7. This form provides for designation of one agent. If you wish to name more than one agent you may name a co-agent in the Special Instructions. Co-Agents are not required to act together unless you include that requirement in the Special Instructions.
8. If your agent is unable or unwilling to act for you, your Power of Attorney will end unless you have named a successor agent. You may also name a second successor agent.
9. You have the right to revoke the authority granted to the person designated in this document.
10. This document revokes any prior Durable Power of Attorney.
11. If there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.

1. **Designation of Agent:**

I, \_\_\_\_\_ do hereby designate and appoint \_\_\_\_\_, telephone number: \_\_\_\_\_ as my agent to make decisions for me and in my name, place and stead and for my use and benefit and to exercise the powers as authorized in this document.

2. **Designation of Alternate Agent:**

If my agent is unable or unwilling to act for me, then I designate the following person(s) to serve as my agent as authorized in this document, such person(s) to serve in the order listed below:

**First Alternative Agent:**

Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**Second Alternative Agent:**

Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

3. **Other Powers of Attorney.**

This Power of Attorney is intended to, and does, revoke any prior Power of Attorney for financial matters I have previously executed.

4. **Nomination of Guardian.**

If, after execution of this Power of Attorney, incompetency proceedings are initiated either for my estate or my person, I hereby nominate as my guardian or conservator for consideration by the court my agent herein named, in the order named.

5. **Grant of General Authority:**

I grant my agent and any successor agent(s) general authority to act for me with respect to the following subjects: **(Initial each subject you want to include in the agent’s general authority. If you wish to grant general authority over all of the subjects you may initial “All Preceding Subjects” instead of initialing each subject.)**

- \_\_\_\_\_ Real Property
- \_\_\_\_\_ Tangible Personal Property
- \_\_\_\_\_ Stocks and Bonds
- \_\_\_\_\_ Commodities and Options
- \_\_\_\_\_ Banks and Other Financial Institutions
- \_\_\_\_\_ Safe Deposit Boxes
- \_\_\_\_\_ Operation of Entity or Business
- \_\_\_\_\_ Insurance and Annuities
- \_\_\_\_\_ Estates, Trusts and Other Beneficial Interests
- \_\_\_\_\_ Legal Affairs, Claims and Litigation
- \_\_\_\_\_ Personal Maintenance
- \_\_\_\_\_ Benefits from Governmental Programs or Civil or Military Service

- \_\_\_\_\_ Retirement Plans
- \_\_\_\_\_ Taxes
- \_\_\_\_\_ All Preceding Subjects

**6. Grant of Specific Authority.**

My agent MAY NOT do any of the following specific acts for my UNLESS I have INITIALED the specific authority listed below:

**(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.)**

- \_\_\_\_\_ Create, amend, revoke or terminate an inter vivos, family living, irrevocable or revocable trust.
- \_\_\_\_\_ Make a gift, subject to the limitations of NRS and any special instructions in this Power of Attorney.
- \_\_\_\_\_ Create or change rights of survivorship.
- \_\_\_\_\_ Create or change a beneficiary designation.
- \_\_\_\_\_ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
- \_\_\_\_\_ Exercise fiduciary powers that the principal has authority to delegate.
- \_\_\_\_\_ Disclaim or refuse an interest in property, including a power of appointment.

**7. Limitation of Agent's Authority.**

An agent that is not my spouse MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in this Special Instructions.

**8. Special Instructions or other or additional authority granted to agent:**

**9. Durability and Effective Date. (Initial the clause(s) that applies).**

- \_\_\_\_\_ DURABLE. This Power of Attorney shall not be affected by my subsequent disability or incapacity.
- \_\_\_\_\_ SPRINGING POWER. It is my intention and direction that my designated agent, and any person or entity that my designated agent may transact business with on my behalf, may rely on a written medical opinion issued by a licensed medical doctor stating that I am disabled or incapacitated, and incapable of managing my affairs, and that said medical opinion shall establish whether or not I am under a disability for the purpose of establishing the authority of my designated agent to act in accordance with this power of attorney.
- \_\_\_\_\_ I wish to have this Power of Attorney become effective on the following date: \_\_\_\_\_

\_\_\_\_\_ I wish to have this Power of Attorney end on the following date: \_\_\_\_\_

**10. Third Party Protection.**

Third parties may rely upon the validity of this Power of Attorney or a copy and the representations of my agent as to all matters relating to any power granted to my agent, and no person or agency who relies upon the representation of my agent, or the authority granted by my agent, shall incur any liability to me or my estate as a result of permitting my agent to exercise any power unless a third party knows or has reason to know this Power of Attorney has terminated or is invalid.

**11. Release of Information.**

I agree to, authorize and allow full release of information, by any government agency, business, creditor or third party who may have information pertaining to my assets or income, to my agent named herein.

**12. Signature and Acknowledgment.** You must date and sign this Power of Attorney. This Power of Attorney will not be valid unless it is acknowledged before a Notary Public.

I sign my name to this Power of Attorney on \_\_\_\_\_, at Las Vegas, Nevada.

PRINCIPAL:

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

STATE OF NEVADA        )  
  )ss.  
COUNTY OF CLARK        )

On \_\_\_\_\_, 200\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or 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/she executed it. I declare under penalty of perjury that the person whose name is ascribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence. WITNESS my hand and official seal.

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

## IMPORTANT INFORMATION FOR AGENT

1. **Agent's Duties.** When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the Power of Attorney is terminated or revoked. You must:
  - (a) Do what you know the principal reasonably expects you to do with the principal's property, or if you do not know the principal's expectations, act in the principal's best interests;
  - (b) Act in good faith;
  - (c) Do nothing beyond the authority granted in this Power of Attorney; and
  - (d) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's Name) by (Your Signature) as Agent
2. Unless the Special Instructions in this Power of Attorney state otherwise, you must also:
  - (a) Act loyally for the principal's benefit;
  - (b) Avoid conflicts that would impair your ability to act in the principal's best interest;
  - (c) Act with care, competence, and diligence;
  - (d) Keep a record of all receipts, disbursements and transactions made on behalf of the principal;
  - (e) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
  - (f) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.
3. **Termination of Agent's Authority.** You must stop acting on behalf of the principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney. Events that terminate a Power of Attorney or your authority to act under a Power of Attorney include:
  - (a) Death of the principal;
  - (b) The principal's revocation of the Power of Attorney or your authority;
  - (c) The occurrence of a termination event stated in the Power of Attorney;
  - (d) The purpose of the Power of Attorney is fully accomplished; or
  - (e) If you are married to the principal, your marriage is dissolved.

4. **Liability of Agent.** The meaning of the authority granted to you is defined in this chapter. If you violate this chapter or act outside the authority granted in this Power of Attorney, you may be liable for any damages caused by your violation.
5. If there is anything about this document or your duties that you do not understand, you should seek legal advice.