Statutory Durable Power of Attorney

Notice: The powers granted by this document are broad and sweeping. They are explained in the Durable Power of Attorney Act, subtitle p, title 2, of the Texas Estates Code. If you have any questions about these powers, talk to a lawyer.

This document does NOT authorize anyone to make medical and other healthcare decisions for you. You may revoke this power of attorney if you later wish to do so. If you want your agent to have the authority to sign home equity loan documents on your behalf, this power of attorney must be signed by you at the office of the lender, an attorney at law, or a title company.

Pick someone you trust to serve as your agent. Unless you specify otherwise, usually the agent's authority continues until: (1) you die or revoke the power of attorney; (2) your agent resigns, is removed by court order, or is unable to act for you; or (3) a guardian is appointed for your estate.

My name is _____
Print your full name above.

My address is: _____
Street **City** **State** **ZIP**

I appoint _____,
Print full name of person you want to appoint as your agent

whose address is _____,
Print address of person you want to appoint as your agent above

as my agent to act for me in any lawful way with respect to all of the following powers that I have initialed below.

(You may appoint co-agents. Unless you provide otherwise, co-agents may act independently.) To grant all of the following powers, initial the line in front of (O) and ignore the lines in front of the other powers listed in (A) through (N). To grant a power, you must initial the line in front of the power you are granting. To withhold a power, do not initial the line in front of the power. You may, but do not need to, cross out each power withheld.

_____ (A) Real property transactions;
_____ (B) Tangible personal property transactions;
_____ (C) Stock and bond transactions;
_____ (D) Commodity and option transactions;
_____ (E) Banking and other financial institution transactions;
_____ (F) Business operating transactions;
_____ (G) Insurance and annuity transactions;
_____ (H) Estate, trust, and other beneficiary transactions;
_____ (I) Claims and litigation;
_____ (J) Personal and family maintenance;
_____ (K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs or civil or military service;
_____ (L) Retirement plan transactions;
_____ (M) Tax matters.
_____ (N) Digital assets and the content of an electronic communication;
_____ (O) All of the powers listed in (A) through (N).

You do not have to initial the line in front of any other power if you initial line (O).

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Special Instructions

Special instructions applicable to agent compensation:

(Initial in front of the following sentences to have it apply; if no selection is made, each agent will be entitled to compensation that is reasonable under the circumstances).

_____ My agent is entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances.

_____ My agent is entitled to reimbursement of reasonable expenses incurred on my behalf but shall receive no compensation for serving as my agent.

Special instructions Applicable to Co-Agents
(if you have appointed co-agents to act, initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to act independently):

_____ Each of my co-agents may act independently for me.

_____ My co-agents may act for me only if the co-agents act jointly.

_____ My co-agents may act for me only if a majority of the co-agents act jointly.

Special Instructions Applicable to Gifts
(initial in front of the following sentence to have it apply):

_____ I grant my agent the power to apply my property to make gifts outright to or for the benefit of a person, including by the exercise of a presently exercisable general power of appointment held by me, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

On the following lines you may give special instructions limiting or extending the powers granted to your agent.

_____

_____

_____

_____

_____

Any authority granted to my agent herein shall be limited so as to prevent this general power of attorney from causing my agent to be taxed on my income (unless my agent is my spouse) and from causing my assets to be subject to a general power of appointment by my agent, as that term is defined in section 2041 of the Internal Revenue Code of 1986, as amended.

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Unless you direct otherwise below, this power of attorney is effective immediately and will continue until it terminates. Choose one of the following alternatives by crossing out the alternative not chosen:

☐ (A) This power of attorney is not affected by my subsequent disability or incapacity.
☐ (B) This power of attorney becomes effective on my disability or incapacity.

Choose alternative (a) if this power of attorney is to become effective on the date it is executed. If neither (A) nor (B) is crossed out, it will be assumed that you chose alternative (A).

If alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity.

I agree that any third party who receives a copy of this document may act under it. Termination of this durable power of attorney is not effective as to a third party until the third party has actual knowledge of the termination. I agree to indemnify the third party for any claims that arise against the third party because of their reliance on this power of attorney. The meaning and effect of this durable power of attorney is determined by Texas law.

If any agent named by me dies, becomes incapacitated, resigns, or refuses to act, or is removed by court order, or if my marriage to an agent named by me is dissolved by a court decree of divorce or annulment or is declared void by a court (unless I provided in this document that the dissolution or declaration does not terminate the agent's authority to act under this power of attorney), I name the following (each to act alone and successively, in the order named) as successor(s) to that agent:

[(List name(s) and address(es)].

	Name of successor agent	Address of successor agent
1.	_____	_____
2.	_____	_____

Principal's signature: _____

Principal's printed name: _____

This document was acknowledged before me on _____ (date) by _____.

_____
Notary Public, State of Texas, County of _____.

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Agent's Duties

When an agent accepts the authority granted under this power of attorney, they establish a "fiduciary" relationship with the principal.

A fiduciary relationship is a special legal relationship that imposes legal duties on the agent. The duties continue until the agent resigns 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 an agent when 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

In addition, the **Durable Power of Attorney Act** (title 2, subtitle P, of the Texas 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 or otherwise provided in the Special Instructions, 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;

   c. a complete account of receipts, disbursements, and other actions of you as agent 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;

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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's Authority

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 of divorce or annulment or declaration that your marriage is void, unless otherwise provided in this power of attorney;

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 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 (title 2, subtitle P, of the Texas 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 agent, by accepting or acting under the appointment, assumes the fiduciary and other legal responsibilities of an agent.

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