

# NEW YORK DURABLE POWER OF ATTORNEY

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**(a) CAUTION TO THE PRINCIPAL:** Your Power of Attorney is an important document. As the "principal," you give the person(s) whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent(s) similar authority.

When your agent(s) exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent(s)" at the end of this document describes your agent's responsibilities.

Your agent(s) can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent(s) at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent(s) for acting improperly.

Your agent(s) cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, [www.senate.state.ny.us](http://www.senate.state.ny.us) or [www.assembly.state.ny.us](http://www.assembly.state.ny.us).

**If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.**

## **(b) DESIGNATION OF AGENT(S):**

I, \_\_\_\_\_ [Principal name], \_\_\_\_\_  
[Address of Principal], hereby appoint: \_\_\_\_\_ [Agent name],  
\_\_\_\_\_ [Agent address] and \_\_\_\_\_  
[Optional co-agent name], \_\_\_\_\_ [Co-agent address] as  
my agent(s).

If you designate more than one agent above, they must act together unless you initial the statement below.

- My agents must act TOGETHER.
- My agents may act SEPARATELY

## **(c) DESIGNATION OF SUCCESSOR AGENT(S): (RECOMMENDED)**

If any agent(s) designated above is unable or unwilling to serve, I appoint as my successor agent(s):  
\_\_\_\_\_ [Successor agent name],



\_\_\_\_\_ [Successor agent address] and  
\_\_\_\_\_ [Optional second successor agent name],  
\_\_\_\_\_ [Second successor agent address].

Successor agent(s) designated above must act together unless you initial the statement below.

- My successor agents must act TOGETHER.  
 My successor agents may act SEPARATELY.

You may provide for specific succession rules in this section. Insert specific succession provisions here:

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

**(d)** This POWER OF ATTORNEY shall not be affected by my subsequent incapacity unless I have stated otherwise below, under "Modifications".

**(e)** This POWER OF ATTORNEY DOES NOT REVOKE any Powers of Attorney previously executed by me unless I have stated otherwise below, under "Modifications."

If you do NOT intend to revoke your prior Powers of Attorney, and if you have granted the same authority in this Power of Attorney as you granted to another agent in a prior Power of Attorney, each agent can act separately unless you indicate under "Modifications" that the agents with the same authority are to act together.

**(f) GRANT OF AUTHORITY:**

To grant your agent(s) some or all of the authority below, either

- (1) Initial the bracket at each authority you grant, or
- (2) Write or type the letters for each authority you grant on the blank line at (P), and initial the bracket at (P). If you initial (P), you do not need to initial the other lines.

I grant authority to my agent(s) with respect to the following subjects as defined in sections 5-1502A through 5-1502N of the New York General Obligations Law:

- (A) real estate transactions;  
 (B) chattel and goods transactions;  
 (C) bond, share, and commodity transactions;  
 (D) banking transactions;  
 (E) business operating transactions;  
 (F) insurance transactions;  
 (G) estate transactions;  
 (H) claims and litigation;



\_\_\_\_\_ (I) personal and family maintenance. If you grant your agent(s) this authority, it will allow the agent(s) to make gifts that you customarily have made to individuals, including the agent(s), and charitable organizations. The total amount of all such gifts in any one calendar year cannot exceed five hundred dollars;

\_\_\_\_\_ (J) benefits from governmental programs or civil or military service;

\_\_\_\_\_ (K) health care billing and payment matters, records, reports, and statements;

\_\_\_\_\_ (L) retirement benefit transactions;

\_\_\_\_\_ (M) tax matters;

\_\_\_\_\_ (N) all other matters;

\_\_\_\_\_ (O) full and unqualified authority to my agent(s) to delegate any or all of the foregoing powers to any person or persons whom my agent(s) select;

\_\_\_\_\_ (P) EACH of the matters identified by the following letters \_\_\_\_\_.

You need not initial the other lines if you initial line (P).

**(g) MODIFICATIONS: (OPTIONAL)**

In this section, you may make additional provisions, including but not limited to, language to limit or supplement authority granted to your agent(s), language to grant your agent(s) specific authority to make gifts himself or herself, and/or language to grant your agent(s) the specific authority to make other gift transactions and/or changes to interests in your property. Your agent(s) is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. In this section, you may make additional provisions if you ALSO wish your agent(s) be compensated from your assets for services rendered on your behalf, and you may define reasonable compensation.

[ \_\_\_\_\_  
(additional provisions regarding the authority granted to your agent)]

**(h) CERTAIN GIFT TRANSACTIONS**

In order to authorize your agent(s) to make gifts in excess of an annual total of \$5000 for all gifts described in (I) of the grant of authority section of this document (under personal and family maintenance), and/or to make changes to interest in your property, you must expressly grant such authorization in the Modifications section. If you wish to authorize your agent(s) to make gifts to himself or herself, you must expressly grant such authorization in the Modification section. Granting such authority to your agent(s) gives your agent(s) the authority to take actions which could significantly reduce your property and/or change how your property is distributed at your death. Your choice to grant such authority should be discussed with a lawyer.

**(i) DESIGNATION OF MONITOR(S): (OPTIONAL)**

If you wish to appoint monitor(s), initial and fill in the section below:

(are) \_\_\_\_\_ I wish to designate \_\_\_\_\_ (Name of Monitor), whose address(es) is \_\_\_\_\_ (Address of Monitor), as



monitor(s). Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of the power of attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the monitor(s) upon request.

**(j) COMPENSATION OF AGENT(S): (OPTIONAL)**

Your agent(s) is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your agent(s) to be compensated from your assets for services rendered on your behalf, initial the statement below. If you wish to define "reasonable compensation", you may do so above, under "Modifications".

\_\_\_\_\_ My agent(s) shall be entitled to reasonable compensation for services rendered.

**(k) ACCEPTANCE BY THIRD PARTIES:** I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

**(l) EFFECTIVE DATE:**

- This power of attorney is effective immediately.
- This power of attorney is effective upon the disability or incapacity of the principal.
- This power of attorney is effective upon the occurrence of the following event or contingency:\_\_\_\_\_.

**(m) TERMINATION:**

This Power of Attorney continues until I revoke it or it is terminated by my death or other event described in section 5-1511 of the General Obligations Law.

Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.

**(n) SIGNATURE AND ACKNOWLEDGMENT:**

In Witness Whereof I have hereunto signed my name on \_\_\_\_\_, 20\_\_\_\_.

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(If applicable)

by:

Representative's Name Printed: \_\_\_\_\_

Representative's Signature \_\_\_\_\_





Address

\_\_\_\_\_  
City, State, Zip Code

**(o) IMPORTANT INFORMATION FOR THE AGENT(S):**

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 on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record of all receipts, payments, and transactions conducted for the principal; and
- (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners:

(Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in the Modifications section of this document, or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

**Liability of agent(s):**

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

**(p) AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:**

It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

I/we, \_\_\_\_\_ [Agent name] , \_\_\_\_\_ [Optional co-agent name],  
have read the foregoing Power of Attorney. I am/we are the person(s) identified therein as agent(s) for the principal named therein.

I/we acknowledge my/our legal responsibilities.

Agent signs here: \_\_\_\_\_  
Agent's Name Printed: \_\_\_\_\_  
Agent's Address: \_\_\_\_\_  
Agent's Telephone Number: \_\_\_\_\_

(If applicable)









RETURN BY MAIL TO:

**NEW YORK POWER OF ATTORNEY  
AFFIDAVIT AS TO POWER OF ATTORNEY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

\_\_\_\_\_ (Agent name), being duly sworn, deposes and says as follows:

1. This affidavit is made in connection with the (transfer)(mortgage) of property known as \_\_\_\_\_ (property description), in \_\_\_\_\_ (city), New York to \_\_\_\_\_ (name of individual receiving transfer/mortgage).
2. I am (the)(an) agent named in the Power of Attorney (hereafter "Power of Attorney") made by \_\_\_\_\_ (Principal name) (the "Principal"), dated \_\_\_\_\_.
3. I do not have actual notice that the Power of Attorney has been modified in any way that would affect my ability to authorize or engage in the present transaction for which the Power of Attorney is being used, or notice of any facts indicating that the Power of Attorney has been so modified.
4. I do not have actual notice of the termination or revocation of the Power of Attorney, or notice of any facts indicating that the Power of Attorney has been terminated or revoked, and the Power of Attorney remains in full force and effect.
5. If the Principal has been my spouse, we are not divorced and our marriage has not been annulled.
6. If I am a successor agent, the prior agent is no longer able or willing to serve.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
Printed Name

My Commission expires: \_\_\_\_\_

(Seal)

NOTE: If multiple agents are appointed, an affidavit is to be executed by each agent.

