

# FLORIDA DURABLE POWER OF ATTORNEY

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## I. DESIGNATION OF AGENT

I, \_\_\_\_\_, residing at \_\_\_\_\_, appoint the following individual(s) my (Check one)  agent  co-agents (attorney-in-fact):

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**Agent's/Co-Agent's** Full Name

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**Agent's/Co-Agent's** Street Address

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City

State

Zip Code

---

**Agent's/Co-Agent's** Phone Number

---

**Co-Agent's** Full Name

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**Co-Agent's** Street Address

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City

State

Zip Code

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**Co-Agent's** Phone Number

(If applicable) My co- agents are to act (Check one)  SEPARATELY  JOINTLY.



## II. DESIGNATION OF SUCCESSOR AGENT

If any agent named by me dies, becomes legally disabled, resigns, or refuses to act, I name the following (each to act alone and successively, in the order named) as successor(s) to that agent:

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**Successor Agent's** Full Name

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**Successor Agent's** Street Address

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City

State

Zip Code

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**Successor Agent's** Phone Number

---

**Successor Agent's** Full Name

---

**Successor Agent's** Street Address

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City

State

Zip Code

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**Successor Agent's** Phone Number

## III. GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Florida Power of Attorney Act, chapter 709 of the Florida Statutes:

Real Estate (Check all that apply)

- To demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property.
- To sell, exchange, convey with or without covenants, representations, or warranties, quitclaim, release, surrender, retain title for security, encumber, partition, consent to partitioning, subject to an easement or covenant, subdivide, apply for zoning or other governmental permits, plat or consent to platting, develop, grant an option concerning, lease, sublease, contribute to an entity in exchange for an interest in that entity, or otherwise grant or dispose of an interest in real property or a right incident to real property.
- To pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.



- To release, assign, satisfy, or enforce by litigation or otherwise, a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted.
- To manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including, insuring against liability or casualty or other loss; obtaining or regaining possession of or protecting the interest or right by litigation or otherwise; paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property.
- To use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has, or claims to have, an interest or right.
- To participate in reorganization with respect to real property or an entity that owns an interest in or right to incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including: selling or otherwise disposing of them; exercising or selling an option, right of conversion, or similar right with respect to them; and exercising any voting rights in person or by proxy.
- To change the form of title in an interest in or right incident to real property.
- To convey or mortgage the principal's homestead property (with joinder of the principal's spouse).
- To dedicate to public use, with or without consideration, easements or other real property in which I have, or claim to have, an interest.

Tangible Personal Property (Check all that apply)

- To demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property.
- To sell, exchange, convey with or without covenants, representations, or warranties, quitclaim, release, surrender, create a security interest in, grant options concerning, lease, sublease, or otherwise dispose of tangible personal property or an interest in tangible personal property.
- To grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.
- To release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property.
- To manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including: insuring against liability or casualty or other loss; obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise; paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; moving the property from place to place; storing the property for hire or on a gratuitous bailment; and using and making repairs, alterations, or improvements to the property; and using and making repairs, alterations, or improvements to the property.



- To change the form of title of an interest in tangible personal property.

Stocks and Bonds (Check all that apply)

- To buy, sell, and exchange stocks.
- To establish, continue, modify, or terminate an account with respect to stocks and bonds.
- To pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal.
- To receive certificates and other evidences of ownership with respect to stocks and bonds.
- To 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.
- To execute stock powers or similar documents on behalf of the principal and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities into or out of the principal's or nominee's name.

Commodities and Options (Check all that apply)

- 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.
- To establish, continue to modify, and terminate option accounts.

Banks and Other Financial Institutions (Check all that apply)

- To establish, continue, modify, or terminate an account or other banking arrangement with a financial institution.
- To contract for services available from a financial institution, including renting a safe-deposit box or space in a vault.
- To withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution.
- To receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them.
- To purchase cashier's checks, official checks, counter checks, bank drafts, money orders, and similar instruments.
- To endorse and negotiate checks, cashier's checks, official checks, drafts, and other negotiable paper of the principal or payable to the principal or the principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the principal and pay it when due.
- To use, charge, or draw upon any line of credit, credit card, or other credit established by the principal with a financial institution.
- To apply for, receive, and use debit cards, electronic transaction authorizations, and traveler's checks from a financial institution.



- To consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

Investments Transactions (Check all that apply)

- To buy, sell, and exchange investment instruments.
- To establish, continue, modify, or terminate an account with respect to investment instruments.
- To pledge investment instruments as security to borrow, pay, renew, or extend the time of payment of a debt of the principal.
- To receive certificates and other evidences of ownership with respect to investment instruments.
- To exercise voting rights with respect to investment instruments in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.
- To sell commodity futures contracts and call and put options on stocks and stock indexes.

Operation of Business or Entity (Check all that apply)

- To operate, buy, sell, enlarge, reduce, or terminate an ownership interest.
- To perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have.
- To enforce the terms of an ownership agreement.
- To initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest.
- To exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds.
- To initiate, participate in, submit to alternative dispute resolution, settle, oppose or propose or accept a compromise with respect to litigation to which the principal is a party concerning stock stocks and bonds.
- To continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to an entity or business owned solely by the principal before the execution of the power of attorney.
- With respect to an entity or business owned solely by the principal, to determine the location of its operation, the nature and extent of its business, the methods of manufacturing, selling merchandising, financing, accounting, and advertising employed in its operation, the amount and types of insurance carried, and the mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors.
- To change the name or form of organization under which an entity or business owned solely by the principal is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business;



- and to demand and receive money due or claimed by me or on my behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business.
- To put additional capital into an entity or business in which the principal has an interest.
- To join in a plan or reorganization, consolidation, conversion, domestication, or merger of the entity or business.
- To sell or liquidate all or part of an entity or business.
- To establish the value of an entity or business under a buy-out agreement to which the principal is a party.
- To prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments.
- To pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

Insurance and Annuities (Check all that apply)

- To continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract.
- To procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment.
- To pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent.
- To apply for and receive a loan secured by a contract of insurance or annuity.
- To exercise an election.
- To surrender and receive the cash surrender value on a contract of insurance or annuity.
- To exercise investment powers available under a contract of insurance or annuity.
- To change the manner of paying premiums on a contract of insurance or annuity.
- To change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this section.
- To apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the principal's life.
- To collect, sell, assign, hypothecate, borrow against, or pledge the principal's interest in a contract of insurance or annuity.
- To select the form and timing of the payment of proceeds from a contract of insurance or annuity.



- To pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

#### Estates, Trusts, and Other Beneficial Interests (Check all that apply)

- To reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from an estate, trust, or other beneficial interest.
- To accept, receive, receipt for, sell, assign, pledge or exchange a share in or payment from an estate, trust, or other beneficial interest.
- To demand or obtain money or another thing of value to which the principal is, may become, or claims to be, entitled by reason of an estate, trust, or other beneficial interest, by litigation or otherwise.
- To initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal.
- To exercise for the benefit of the principal a presently exercisable general power of appointment held the principal.
- To initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary.
- To conserve, invest, disburse, or use anything received for an authorized purpose.
- To transfer an interest of mine in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the principal as a settlor.

#### Claims and Litigation (Check all that apply)

- To assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief.
- To bring an action to determine adverse claims or intervene or otherwise participate in litigation.
- To seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order or decree.
- To make or accept a tender, offer a judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation.
- To submit alternative dispute resolution, settle, and propose or accept a compromise.
- To waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release,



confession of judgment, satisfaction of judgment, notice, agreement or other instrument in connection with the prosecution, settlement, or defense of claim or litigation.

To act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing value.

To pay a judgment, award, or order against me or a settlement made in connection with a claim or litigation.

To receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

#### Personal and Family Maintenance

To perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born: the principal's children; other individuals legally entitled to be supported by the principal; and the individuals whom the principal has customarily supported or indicated the intent to support.

To make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party.

To provide living quarters for the principal, the principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born: the principal's children; other individuals legally entitled to be supported by the principal; and the individuals whom the principal has customarily supported or indicated the intent to support, by purchase, lease, or other contract; or by paying the operating costs, including interest, authorization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals.

To provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the principal, the principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born: the principal's children; other individuals legally entitled to be supported by the principal; and the individuals whom the principal has customarily supported or indicated the intent to support.

To pay expenses for necessary health care and custodial care on behalf of the principal, the principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born: the principal's children; other individuals legally entitled to be supported by the principal; and the individuals whom the principal has customarily supported or indicated the intent to support.

To act as the principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, as amended, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the principal or anyone authorized under the law of this state to consent to health care on behalf of the principal.

To continue any provision made by me for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the principal, the principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born: the principal's children; other individuals legally entitled to be supported by the principal; and the individuals whom the principal has customarily supported or indicated the intent to support.





To maintain credit and debit accounts for the convenience of the principal, the principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born: the principal's children; other individuals legally entitled to be supported by the principal; and the individuals whom the principal has customarily supported or indicated the intent to support and open new accounts.

To continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order or other organization or to continue contributions to those organizations.

Benefits from Governmental Program or Civil or Military Service (Check all that apply)

To execute vouchers in my name for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to me, including allowance and reimbursements for transportation of me, my spouse, my children, others legally entitled to be supported by me, and individuals whom I have customarily supported or indicated the intent to support, and for shipment of their household effects;

To take possession and order the removal and shipment of property of mine from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

To enroll in, apply for, select, reject, change, amend, or discontinue, on principal's behalf, a benefit or program;

To prepare, file, and maintain a claim of mine for a benefit or assistance, financial or otherwise, to which I may be entitled under a statute or regulation;

To initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance I may be entitled to receive under statute or regulation; and

To receive the financial proceeds of a claim described in paragraph (4) and conserve, invest, disburse, or use for a lawful purpose anything so received.

Retirement Plans (Check all that apply)

To select the form and timing of payments under a retirement plan and withdraw benefits from a plan.

To make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another.

To establish a retirement plan in the principal's name.

To make contributions to a retirement plan.

To exercise investment powers available under a retirement plan.

To borrow from, sell assets to, or purchase assets from a retirement.



Taxes (Check all that apply)

- To prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petition regarding tax matters, and any other tax-related documents, including receipts, offers, waivers consents, including consents and agreement under Internal Revenue Code Section 2032A, 26 U.S.C. Section 2032A, as amended, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years.
- To pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority.
- To exercise any election available to the principal under federal, state, local, or foreign tax law.
- To act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

**IV. GRANT OF SPECIFIC AUTHORITY**

My agent **MAY** also do any of the following specific acts for me: (Initial all that apply)

- \_\_\_\_\_ (A) Create, amend, revoke, or terminate an inter vivos trust.
- \_\_\_\_\_ (B) Make a gift.
- \_\_\_\_\_ (C) Create or change rights of survivorship.
- \_\_\_\_\_ (D) Authorize another person to exercise the authority granted under this power of attorney.
- \_\_\_\_\_ (E) Create or change a beneficiary designation.
- \_\_\_\_\_ (F) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
- \_\_\_\_\_ (G) Exercise fiduciary powers that the principal has the authority to delegate.

**V. LIMITATION ON AGENT'S AUTHORITY**

An agent that is not my ancestor, spouse, or descendant 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 power of attorney.

My agent (Check one)  is NOT  is entitled to reimbursement of reasonable expenses. My agent (Check one)  is NOT  is entitled to compensation.



**VI. SPECIAL INSTRUCTIONS**

You may give special instructions on the following lines:

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**VII. EFFECTIVE DATE**

This power of attorney is effective immediately.

Durability (Check one and strike out the other)

- DURABLE Power of Attorney. This durable power of attorney is not terminated by my subsequent incapacity, except as provided in chapter 709, Florida Statutes.
- REGULAR Power of Attorney. This power of attorney shall terminate if I become disabled or incapacitated.

**VIII. RELIANCE ON THIS POWER OF ATTORNEY**

(Check if applicable. Strike out if not.)  I hereby revoke any previous power of attorney signed by me and declare that all power and authority granted under such power of attorney are hereby revoked and withdrawn.

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

**IX. SIGNATURE AND ACKNOWLEDGMENT**

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal Name



**WITNESSES**

I am 18 years of age or older, am not the individual who signed the power of attorney on behalf of and at the direction of the principal, am not the agent designated in the power of attorney or the notary public or other person authorized by law to take acknowledgments before whom the power of attorney is acknowledged.

\_\_\_\_\_  
**First Witness Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**First Witness Name**

\_\_\_\_\_  
**Second Witness Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Second Witness Name**

**NOTARY ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_, who signed with a mark in the presence of these witnesses:  
\_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



## IMPORTANT INFORMATION

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). 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. The meaning of authority over subjects listed on this form is explained in the Florida Power of Attorney Act, chapter 709 of the Florida Statutes.

This power of attorney does not authorize the agent to make health-care decisions for you.

You should select someone you trust to serve as your agent. If you checked "REGULAR" in Article VII, the agent's authority will continue until you become incapacitated or die, or revoke the power of attorney or the agent resigns or is unable to act for you. If you checked "DURABLE" in Article VII, the agent's authority is not limited by your incapacity or death and will continue until you revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is entitled to reasonable compensation unless you state otherwise in the Special Instructions.

This form provides for designation of one agent. If you wish to name more than one agent you may name a coagent in the Special Instructions. Coagents are not required to act together unless you include that requirement in the Special Instructions.

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.

**If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.**

