

Information & Instructions: Non statutory durable power of attorney-for property management longer form

PREVIEW

1. This form may be used to allow the testator or testatrix's property to be managed without a guardianship in the event the testator or testatrix becomes incapacitated. It is longer and more comprehensive than the statutory durable power of attorney.

2. This form allows the testator or testatrix to appoint an agent to manage his or her property in the event the testator or testatrix becomes incapacitated. A durable power of attorney differs from a conventional power of attorney in that conventional powers expire when the principal (the testator or testatrix) becomes incapacitated. A durable power becomes effective if and when the principal becomes incapacitated.

3. **PLEASE DO NOT COPY** An attorney in fact can act for a principal during any period of disability or incapacity until a guardian is appointed by a court. Persons who deal with the attorney are protected until they receive a notice of revocation of the power of attorney.

4. The document no longer has to be recorded, except in real estate related transactions (or if it is intended to transfer real estate). The law has been changed so that the document no longer has to be recorded, witness are no longer needed.

THIS DOCUMENT

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PREVIEW
DURABLE POWER OF ATTORNEY

I, [Client's name], of , County, Texas, my Social Security Number being appoint, [name of agent], of , whose signature is as follows: _____, to serve as my true and lawful attorney-in-fact, to act, manage and conduct all of my affairs, in my name, place, and stead, and for my use and benefit, as I, myself, might act if personally present and acting.

In the event [Agent's name] dies, becomes legally disabled, resigns, refuses to act or is unable to serve for any reason, I make, constitute, and appoint [Successor Agent's name] of [city] as my true and lawful attorney-in-fact to act for me in my name, place and stead. If for any reason [Successor Agent's name] ceases to act or is unable to serve, I appoint [Second Successor Agent's name] as my true and lawful attorney-in-fact.

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In signing this Power of Attorney, I revoke all previous Powers of Attorney which I may have executed.

1. EFFECTIVE DATE

1.1 This Durable General Power of Attorney shall become effective as of the date of a written statement from a licensed physician attesting to my incapacity and inability to make financial decisions for myself or as of the date of a written statement signed by me and notarized that I want this Power of Attorney to become effective for the time period specified. This written statement by a licensed physician or by myself shall be attached to the original document of this Durable General Power of Attorney. This document shall continue in full force and effect during my incapacity.

THIS DOCUMENT

2. GENERAL POWERS OF ATTORNEY-IN-FACT

2.1 I appoint my attorney-in-fact to act for me in any lawful way with respect to the following classes of transactions and give said person, in addition to specific powers named, all powers customarily afforded an attorney-in-fact in each class of transactions:

- (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;

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(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.

PREVIEW

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With respect to each of the classes of transactions listed above, I give my attorney-in-fact the power to:

2.2 Demand, receive, and obtain by litigation, action, or otherwise any money or other thing of value to which the principal is, may become, or may claim to be entitled.

2.3 Conserve, invest, disburse, or use any money or other thing of value received on behalf of the principal for the purposes intended.

2.4 Contract in any manner with any person, on terms agreeable to the attorney-in-fact, to accomplish a purpose of a transaction and perform, rescind, reformat, release, or modify the contract or another contract made by or on behalf of the principal.

2.5 Sign, acknowledge, seal, and deliver a deed, revocation, mortgage, lease, notice, check, release, or other instrument the attorney-in-fact considers desirable to accomplish a purpose of a transaction.

2.6 Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal or intervene in an action or litigation relating to the claim.

2.7 Seek on the principal's behalf the assistance of a court to carry out an act authorized by the power of attorney.

2.8 Engage, compensate, and discharge an attorney, accountant, expert witness, or other assistant.

2.9 Keep appropriate records of each transaction, including an accounting of receipts and disbursements.

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2.10 Prepare, sign, and file a record, report, or other document the attorney-in-fact considers necessary or desirable to safeguard or promote the principal's interest under a statute or governmental regulation.

2.11 Reimburse the attorney-in-fact for expenditures made in exercising the powers granted by this Durable Power of Attorney.

2.12 In general, do any other lawful act that the principal may do with respect to a transaction.

3. REAL PROPERTY TRANSACTIONS

3.1 My attorney-in-fact without reference to a specific description of the applicable real property is empowered to:

(a) Accept as a gift or as security for a loan or reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property.

(b) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet, or otherwise dispose of an estate or interest in real property or a right incident to real property.

(c) Release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is claimed to exist.

(d) Do any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by the principal, including power to:

(i) insure against a casualty, liability, or loss;

(ii) obtain or regain possession or protect the interest or right by litigation, action, or otherwise;

(iii) pay, compromise, or contest taxes or assessments or apply for and receive refunds in connection with them; and

(iv) purchase supplies, hire assistance or labor, or make repairs or alterations in the real property.

3.2 Use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in which the principal has or claims to have an estate, interest, or right.

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3.3 Participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property. Receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including:

- (a) selling or otherwise disposing of the shares or obligations;
- (b) exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and
- (c) voting the shares or obligations in person or by proxy.

3.4 Change the form of title of an interest in or right incident to real property.

3.5 Mediate easements or other real property in which the principal has a claim to have an interest to public use, with or without consideration.

4. TANGIBLE PERSONAL PROPERTY TRANSACTIONS

My attorney-in-fact without further reference is empowered to:

4.1 Accept as a gift or as security for a loan, reject, demand, buy, lease, receive, or otherwise acquire ownership or possession of tangible personal property or an interest in tangible personal property.

4.2 Sell, exchange, convey with or without covenants, release, surrender, mortgage, encumber, pledge, hypothecate, create a security interest in pawn, grant options concerning lease or sublet to others, or otherwise dispose of tangible personal property or an interest in tangible personal property.

4.3 Release, assign, satisfy, or enforce by litigation, action, or otherwise a mortgage, security interest, encumbrance, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property.

4.4 Do any act of management or conservation with respect to tangible personal property or an interest in tangible personal property on behalf of the principal, including:

- (a) insuring against a casualty, liability, or loss;
- (b) obtaining or regaining possession or protecting the property or interest by litigation, action, or otherwise;
- (c) paying, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes and assessments;

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- (e) storing for hire or on a gratuitous bailment; and
- (f) using, altering, and making repairs or alterations.

5. STOCK AND BOND TRANSACTIONS

5.1 My attorney-in-fact without further reference is empowered to buy, sell, and exchange stocks, bonds, mutual funds, and all other types of securities and financial instruments other than commodity futures contracts and call and put options on stocks and stock indexes, receive certificates and other evidences of ownership with respect to securities, exercise voting rights with respect to securities in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

6. COMMODITY AND OPTION TRANSACTIONS

6.1 My attorney-in-fact without further reference is empowered to buy, sell, exchange, assign, settle and exercise commodity futures contracts and call and put options on stocks and stock indexes traded on a regulated options exchange and establish, continue, modify, or terminate option accounts with a broker.

7. BANKING AND OTHER FINANCIAL INSTITUTION TRANSACTIONS

7.1 My attorney-in-fact without further reference is empowered to:

- (a) Continue, modify, or terminate an account or other banking arrangement made by or on behalf of the principal.
- (b) Establish, modify, or terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the attorney-in-fact.
- (c) Hire a safe deposit box or space in a vault.
- (d) Contract to procure other services available from a financial institution as the attorney-in-fact considers desirable.
- (e) Withdraw by check, order, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution.
- (f) Receive bank statements, vouchers, notices, or similar documents from a financial institution and act with respect to them.
- (g) Enter a safe deposit box or vault and withdraw or add to the contents.

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(h) Borrow money at an interest rate agreeable to the attorney-in-fact or agent and pledge as security real or personal property of the principal, necessary to borrow, pay, renew, or extend the time of payment of a debt of the principal, when due.

(i) Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, bills of exchange, checks, drafts, or other negotiable or nonnegotiable paper of the principal, or payable to the principal or the principal's order, to receive the cash or other proceeds of those transactions, to accept a draft drawn by a person on the principal, and to pay the principal when due.

(j) Receive for the principal and act on a sight draft, warehouse receipt, or other negotiable or nonnegotiable instrument.

(k) Apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution and give a surety indemnity or other agreement in connection with letters of credit.

(l) Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

8. BUSINESS OPERATING TRANSACTIONS

8.1 My attorney-in-fact without further reference is empowered to:

(a) Operate, buy, sell, enlarge, reduce or terminate a business interest.

(b) To the extent that an agent is permitted by law to act for a principal and subject to the terms of any applicable partnership agreement

(i) perform a duty or discharge a liability or exercise a right, power, privilege, or option that the principal has, may have, or claims to have under a partnership agreement, whether or not the principal is a general or limited partner;

(ii) enforce the terms of a partnership agreement by litigation, action, or otherwise; and

(iii) defend, submit to arbitration, settle, or compromise litigation or an action to which the principal is a party because of membership in the partnership.

(c) Exercise in person or by proxy or enforce by litigation or action, or otherwise a right, power, privilege, or option the principal has or claims to have as the holder of a bond, share or other instrument of similar character and defend, submit to arbitration, settle, or compromise a legal proceeding to which the principal is a party because of a bond, share, or similar instrument.

(d) With respect to a business owned solely by the principal:

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(i) continue, modify, renegotiate, extend, and terminate a contract made with an individual or legal entity, firm, association, or corporation by or on behalf of the principal with respect to the business before signing of this Power of Attorney;

(ii) 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 accountants, attorneys, and other agents and employees; change the name or form of organization under which the business is operated and enter into a partnership agreement with other persons or organize a corporation to take over all or part of the operation of business; and demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the business and control and disburse the money in the operation of the business.

(e) Put additional capital into a business in which the principal has an interest.

(f) Join in a plan of reorganization, consolidation or merger of the business.

(g) Sell or liquidate a business or part of it at the time and on the terms that the attorney-in-fact or agent considers desirable.

(h) Establish the value of a business under a buy-out agreement to which the principal is a party.

(i) Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to a business that are required by a governmental agency, department, or instrumentality or that the attorney-in-fact or agent considers desirable and make related payments.

(j) Pay, compromise, or contest taxes or assessments and do any other act that the attorney-in-fact or agent considers desirable to protect the principal from illegal or unnecessary taxation, fines, penalties, or assessments with respect to a business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

9. INSURANCE TRANSACTIONS

9.1 My attorney-in-fact without further reference is empowered to:

(a) Continue, pay the premium or assessment on, modify, rescind, release, or terminate a contract procured by or on behalf of the principal that insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract.

(b) Procure new, different, or additional contracts of insurance and annuities for the principal or the principal's spouse, children, and other dependents and select the amount, type of insurance or annuity, and mode of payment.

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(c) Pay the premium or assessment on or modify, rescind, release or terminate a contract of insurance procured by the attorney-in-fact.

PREVIEW

(d) Designate the beneficiary of the contract, except that an attorney-in-fact or agent may be named a beneficiary of the contract or an extension, renewal, or substitute for the contract only to the extent the attorney-in-fact or agent was named as a beneficiary under a contract procured by the principal before executing the power of attorney.

(d) Apply for and receive a loan on the security of the contract of insurance or annuity.

(e) Surrender and receive the cash surrender value.

(f) Exercise an election.

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(g) Change the manner of paying premiums.

(h) Change or convert the type of insurance contract or annuity with respect to which the principal has or claims to have a power described in this Paragraph.

(i) Change the beneficiary of a contract of insurance or annuity, except that the attorney-in-fact may be designated a beneficiary only to the extent authorized by 9.04 of this Paragraph.

(j) Apply for and procure governmental aid to guarantee or pay premiums of a contract of insurance or annuity.

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(k) Collect, sell, assign, hypothecate, borrow on, or pledge the interest of the principal in a contract of insurance or annuity.

(l) Pay from the proceeds or otherwise, compromise, or contest, or apply for refunds in connection with a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing because of the tax or assessment.

10. ESTATE, TRUST AND OTHER BENEFICIARY TRANSACTIONS

10.1 My attorney-in-fact without further reference is empowered to act for the principal in all matters that affect a trust, probate, estate, guardianship, Conservatorship, escrow, custodianship or other fund from which the principal, my persons, or claims to be entitled as a beneficiary to a share in payment including to:

THANK YOU

(a) Accept, reject, disclaim, receive, receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of a share in or payment from the fund.

(b) Demand or obtain by litigation, action, or otherwise money or any other thing of value to which the principal, my persons, or claims to be entitled because of the fund.

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(c) Initiate, participate in, or oppose a legal or judicial proceeding 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.

(d) Initiate, participate in, or oppose a legal or judicial proceeding to remove, substitute, or surcharge a fiduciary.

(e) Conserve, invest, disburse, or use anything received for an authorized purpose.

(f) Transfer all or part of an interest of the principal in real property, stocks, bonds, accounts with financial institutions, insurance, and other property to the trustee of a revocable trust created by the principal as settlor.

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11.1 My attorney-in-fact without further reference is empowered to:

(a) Assert and prosecute before a court or administrative agency a claim, a claim for relief, a counterclaim, or an offset or defend against an individual, a legal entity, or a government, including suits to recover property or other thing of value, to recover damages sustained by the principal, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief.

(b) Bring an action to determine adverse claims, intervene in an action or litigation, and act as amicus curiae.

(c) In connection with an action or litigation, procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree.

(d) In connection with an action or litigation, perform any lawful act the principal could perform, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding of the principal in litigation.

(e) Submit to arbitration, settle, and propose or accept a compromise with respect to a claim or litigation.

(f) Waive the issuance and service of process on the principal, accept service of process directed to the principal which may be served on the principal, 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, or receive and 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 a claim or litigation.

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(g) Act for the principal with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning the principal or some other person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects an interest of the principal in real or personal property or other thing of value.

(h) Pay a judgment against the principal or a settlement made in connection with a claim or litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

12. FAMILY AND PERSONAL MAINTENANCE

12.1 My attorney-in-fact without further reference is empowered to:

(a) Perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse and children, and other individuals customarily or legally entitled to be supported by the principal, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes on premises owned by the principal and occupied by those individuals.

(b) Provide for the individuals described in 12.01 of this Paragraph normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, and other current living costs.

(c) Pay for necessary medical, dental, and surgical care, hospitalization, and custodial care for the individuals described by 12.01 of this Paragraph.

(d) Continue any provision made by the principal, for the individuals described by 12.01 of this Paragraph for automobiles or other means of transportation, including registering, licensing, insuring, and replacing the automobiles or other means of transportation.

(e) Maintain or open charge accounts for the convenience of the individuals described by 12.01 of this Paragraph and open new accounts the attorney-in-fact considers desirable to accomplish a lawful purpose.

(f) Continue payments incidental to the membership or affiliation of the principal in a church, club, society, order, or other organization or to continue contributions to those organizations.

13. BENEFITS FROM CERTAIN GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE

13.1 My attorney-in-fact without further reference is empowered with reference to benefits from Social Security, Medicare, Medicaid or other governmental programs or civil or military service to:

(a) Except to the extent of the use of the principal for allowances and reimbursements payable to the United States, a foreign government, or a state or subdivision of a state to the

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principal, including allowances and reimbursements for transportation of the individuals described by Section 12.01 above, and to shipment of their personal effects.

PREVIEW

(b) Take possession and order the removal and shipment of property of the principal 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.

(c) Prepare, file, and prosecute a claim of the principal to a benefit or assistance, financial or otherwise, to which the principal claims to be entitled under a statute or governmental regulation.

(d) Prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits the principal may be entitled to receive.

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(e) Receive the financial proceeds of a claim of the type described in this Paragraph and conserve, invest, disburse, or use anything received for a lawful purpose.

14. RETIREMENT PLANS

14.1 My attorney-in-fact without further reference is empowered to:

(a) Apply for service or disability retirement benefits.

(b) Select payment options under any retirement plan in which the principal participates, including plans for self-employed individuals.

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(c) Designate or change the designation of a beneficiary or benefits payable by a retirement plan, except that an attorney-in-fact may be named a beneficiary only to the extent the attorney-in-fact was a named beneficiary under the retirement plan before this Durable Power of Attorney was signed.

(c) Make voluntary contributions to retirement plans if authorized by the plan.

(d) Exercise the investment powers available under any self-directed retirement plan.

(e) Make "rollovers" of plan benefits into other retirement plans.

(f) Borrow from, sell assets to, and purchase assets from retirement plans if authorized by the plan.

(g) Waive the right of the principal to be a beneficiary of a joint or survivor annuity if the principal is a spouse who is not employed.

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(h) Receive, collect, and cash payments from a retirement plan.

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(i) Waive the right of the principal to receive all or a portion of benefits payable by a retirement plan.

(j) Request and receive information relating to the principal from retirement plan records.

PREVIEW

15. TAX MATTERS

15.1 My attorney-in-fact without further reference is empowered to:

(a) Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax related documents, including receipts, offers, waivers, consents, including consents and agreements under the Internal Revenue Code closing agreements, and any power of attorney form required by the Internal Revenue Service or other taxing authority with respect to a tax year on which the statute of limitations has not run and 25 tax years following that tax year.

(b) Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority.

(c) Exercise any election available to the principal under federal, state, local, or foreign tax law.

(d) Act for the principal in all tax matters for all periods before the Internal Revenue Service and any other taxing authority.

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THIS DOCUMENT

16. GENERAL POWER

16.1 This document is to be construed and interpreted as a general Power of Attorney. The enumeration of specific powers set out in this document does not and is not intended in any way to limit the more general statement of the power granted, but is intended to be in addition thereto and by way of example thereof.

17. RATIFICATION

17.1 I ratify and confirm all that my attorney-in-fact, or his or her successors, shall lawfully do or cause to be done by virtue of this Power of Attorney and rights and powers granted herein. I indemnify and hold harmless any third party who accepts and acts under this Power of Attorney against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which such third party may incur in connection with his, her or its reliance on this Power of Attorney.

17.2 I bind myself to indemnify and hold harmless my attorney-in-fact and any successor who shall so act against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which my attorney-in-fact at any time may

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sustain or incur in connection with his or her carrying out the lawful authority granted him or her in this Power of Attorney.

PREVIEW

18. PROPER ENDORSEMENT

18.1 Any act or thing lawfully done hereunder by my said attorney-in-fact shall be binding on myself and my heirs, legal and personal representatives, and assigns, provided, however, that all business transacted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by my said attorney-in-fact for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "Attorney-in-Fact".

19. TERMINATION

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19.1 This Power of Attorney shall not terminate on my future disability or incompetency. It shall only terminate by one or more of the following circumstances:

- (a) My death;
- (b) The death of my attorney-in-fact and all successors as named in this document; or
- (c) Written revocation by me delivered to my attorney-in-fact.

19.2 My death shall not revoke or terminate this agency as to the attorney-in-fact, or other person who, without actual knowledge of my death, acts in good faith under this Power of Attorney. Any action so taken unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees, and personal representatives. Any affidavit executed by my attorney-in-fact stating that my said attorney does not have (at the time of doing an act pursuant to this Power of Attorney) actual knowledge of the revocation or the termination of this Power of Attorney is, in the absence of fraud, conclusive proof of the non-revocation or the non-termination of this Power of Attorney at said time. My indemnity of my attorney-in-fact shall extend to the assets of my estate after my death, and shall be applicable to all instances except for the actual fraud of my attorney-in-fact.

Signed on _____.

[Client's name]
THANK YOU
ATTESTATION CLAUSE

We, the undersigned persons, each of us being 18 years of age or older, declare that the foregoing document was signed, published and declared by [Client's name], the above-named individual, as his or her Durable Power of Attorney. Said individual signed this Power of Attorney in our presence and also acknowledged and affirmed that [Client's name] is 18 years of age or older. We signed this document as witnesses in his or her presence. We certify that, in our opinion, the said individual was of sound and disposing mind when he or she signed this document.

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WITNESSED: **PREVIEW** WITNESSED:

Printed Name:

Printed Name:

Address:

Address:

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State of Texas

County of _____

Subscribed and sworn to before me by _____, [Declarant]
and by the

witnesses _____ and _____, on
_____.

THIS DOCUMENT

Notary Public, State of Texas

Notary's typed or printed name

My commission expires: _____

[or Notary's Stamp]

AFTER RECORDING RETURN TO:

[Attorney's Name and Address]

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Information & Instructions: Durable power of attorney for health care purposes and disclosure statement

PREVIEW

1. This form allows an agent to make health care decisions for the principal. This Durable Power of Attorney for Health Care is based on the durable Power of Attorney for Health Care Act, Texas Civil Practice & Remedies Code § 135.001 et seq. For the Power to be effective, the principal must sign a statement that he or she has received, read, and understood a Disclosure Statement, a form of which is provided.
2. Subject to the statute, and to any express limitation on the authority of the agent set forth in the Power of Attorney, the agent may make any health care decision on behalf of the principal which the principal could make absent the principal's lack of capacity.
3. **PLEASE DO NOT COPY** In a document appointed by a Statutory Durable Power of Attorney for Health Care, an agent may exercise authority under the Power only if the principal's attending physician certifies in writing that, based on the physician's reasonable medical judgment, the principal lacks the capacity to make health care decisions, and files the certification in the principal's medical record.

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Form: Durable power of attorney for health care purposes and disclosure statement

PREVIEW
DURABLE POWER OF ATTORNEY FOR HEALTH CARE
DESIGNATION OF HEALTH CARE AGENT

I, [Name], appoint [Agent's Name], of [address and phone number of agent] as my agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This durable power of attorney for health care takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician.

LIMITATIONS ON DECISION-MAKING AUTHORITY OF AGENT

The authority of my agent to make health care decisions on my behalf is subject to the following limitations

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DESIGNATION OF ALTERNATE AGENT

If the person designated as my agent is unable or unwilling to make health care decisions for me, I designate the following persons to serve as my agent for health care under this document, in the order listed:

Alternate 1 Name: _____ [name]

Address _____ [address]

Phone _____ [phone number]

Alternate _____: Name: [name]

Address _____ [address]

Phone _____ [phone number]

LOCATION OF ORIGINAL AND COPIES

The original of this document is kept at [address], and the following individuals or institutions have signed copies: [names and addresses].

DURATION

I understand that this power of attorney exists indefinitely from the date I execute this document unless I establish a shorter time or revoke the power of attorney. If I am unable to make health care decisions for myself while this power of attorney exists, the authority I have granted my agent

continues to exist until the time I become able to make health care decisions for myself, such authority shall include, but not be limited to the following:

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1. To request, review, and receive any and all medical, hospital and related information and records, and to execute a release or other document required to obtain such information;
2. To consent to the disclosure of medical and related information to others;
3. To employ and discharge medical and related personnel;
4. To consent, refuse consent, or withdraw consent to medical care, treatment, service or procedure, subject to my directions expressed in an effective Directive to Physicians;

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5. To consent or refuse to consent to outpatient psychiatric care;
6. To provide appropriate relief from pain;
7. To arrange for care and lodging in a hospital, nursing home, or hospice;
8. To grant releases to health care professionals or institutions to assure that my wishes are fulfilled;
9. To authorize anatomical gifts;
10. To arrange to hire and to pay the salaries of employees, nurses and similar health care providers, and to secure any required tax returns are filed;

THIS DOCUMENT

This power of attorney expires [CHECK OPTION A OR B]

- A. _____ Until it is revoked by me
- or
- B. _____ [State the date that it shall expire on].

REVOCATION OF PRIOR DESIGNATIONS

I revoke any prior durable power of attorney for health care.

THANK YOU

ACKNOWLEDGMENT OF DISCLOSURE STATEMENT

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand the information contained in the disclosure statement.

I sign my name to this durable power of attorney for health care on _____, at _____, Texas (City and State).

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PREVIEW

Name

STATEMENT OF WITNESSES

I declare under penalty of perjury that the principal has identified himself or herself to me, that the principal signed or acknowledged this durable power of attorney in my presence, that I believe the principal to be of sound mind, that the principal has affirmed that he or she is aware of the nature of the document and is signing it voluntarily and free from duress, that the principal requested that I serve as a witness to his or her execution of this document, that I am not the person appointed as agent by this document, and that I am not a provider of health or residential care, an employee of a provider of health or residential care, the operator of a community care facility, or an employee of an operator of a community care facility.

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I declare that I am not related to the principal by blood, marriage, or adoption and that to the best of my knowledge I am not entitled to any part of the estate of the principal on the death of the principal under a will or by operation of law.

Signed on _____.

Signature of witness:

Printed name of witness

Printed name of witness

THIS DOCUMENT

Address of witness

Address of witness

Telephone Number

Telephone Number

State of Texas
County of _____

Subscribed and sworn to before me by _____, [Declarant]
and by the **THANK YOU**

witnesses _____ and _____, on
_____.

Notary's typed or printed name
PREVIEW
My commission expires: _____

[or Notary's Stamp]

AFTER RECORDING RETURN TO:

[Attorney's Name and Address]

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THIS DOCUMENT

THANK YOU

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