

**FINANCIAL DURABLE GENERAL POWER OF ATTORNEY**

*Advisory Notice to Agent: ARS § 14-5506 governs the exercise of powers of attorney. Under that statute, an agent cannot receive ANY benefits from the principal unless those benefits are specifically identified in detail within this instrument or within a written contract. Otherwise, the agent could be subject to criminal prosecution or subject to the penalty provisions of ARS § 46-456, which authorizes the loss of the agent’s right to inherit from the principal as well as payment of treble damages and attorneys’ fees. An agent should carefully review these statutes or consult with a knowledgeable attorney prior to exercising the authority granted by this power of attorney.*

**ARTICLE ONE  
GRANT OF POWERS**

I, the undersigned principal, \_\_\_\_\_ currently residing at \_\_\_\_\_, hereby appoint \_\_\_\_\_, currently residing at \_\_\_\_\_, (hereinafter referred to as the "Agent"), as my attorney in fact, hereby granting the Agent full power and authority, as though the Agent were the absolute owner of my assets and liabilities, to perform those acts for me and in my name, place, and stead as expressly provided below as fully as I could perform if personally present and not disabled, incapacitated or incompetent.

**THIS POWER OF ATTORNEY SHALL BECOME EFFECTIVE AS OF THE DATE I SIGN THIS DOCUMENT AND SHALL NOT BE AFFECTED BY MY DISABILITY, INCAPACITY OR INCOMPETENCY OR BY LAPSE OF TIME.**

By placing my initials following the description of each selected power set forth below, and by causing the witness to place his or her initials below my initials for each selected power, the principal acknowledges that [s/he] has reviewed and expressly approved of the delegation hereunder of each selected power to my Agent):

**1. Power to Buy and Sell.** To transfer, sell, purchase, lease, encumber, assign, exchange and convey, or exercise any option, election, privilege or power with respect to any or all property, real and personal, tangible and intangible, within or without the State of Arizona, as the Agent in his or her sole discretion determines, and to disclaim any interest in any property to which I would otherwise succeed.

Initials: \_\_\_\_\_  
Principal Witness

**2. Power with Respect to Bank Accounts.** To establish accounts of all kinds, including, without limitation, checking and savings accounts, for me with financial institutions of any kind, including banks and other similar financial institutions; to modify, terminate, make deposits to or write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory (except any accounts held by me in a fiduciary capacity), whether or not such account was established by me or for me by the Agent, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; and to contract for any services rendered by any



**7. Power with Respect to Insurance.** To purchase, maintain, surrender, collect or cancel (a) life insurance or annuities of any kind on my life or the life of any one in whom I have an insurable interest, (b) liability insurance protecting me and my estate against third party claims, (c) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft, or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses; and the foregoing powers shall apply to private and public plans, including, without limitation, Medicare, Medicaid, and Workers' Compensation.

Initials: \_\_\_\_\_  
Principal                                  Witness

**8. Power to Provide for Principal's Support.** To do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment, or in my own residence should I desire it, and to assure that all of my essential needs are provided for at such a facility or in my own residence, as the case may be.

Initials: \_\_\_\_\_  
Principal                                  Witness

**9. Income Tax Returns.** To prepare and file any federal, state or local income tax return on my behalf and to deal with any governmental agency with respect to any of my tax returns.

Initials: \_\_\_\_\_  
Principal                                  Witness

**10. Nomination of Guardian/Conservator.** While I hope that by executing this instrument I will have obviated the need for a guardianship and conservatorship of my person and of my estate, if it should become necessary for a guardian or conservator to be appointed for my person or for my estate, I nominate the Agent to so serve.

**11. Alternate Agents.** If the Agent designated in the introductory paragraph of Article One above cannot serve or continue to serve or is unavailable to serve, I appoint \_\_\_\_\_, to serve as my Alternate Agent ("Alternate Agent"). No Alternate Agent shall be liable for any act or omission of the initial Agent.

**12. Benefit to Agent.** My agent shall be entitled to reasonable compensation for any services provided as my Agent, which compensation shall be up to \$\_\_\_\_\_ per hour. My agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of

this Power of Attorney.

Initials: \_\_\_\_\_

Principal

Witness

**13. General Power of Appointment.** Nothing in this instrument shall be construed as creating in the Agent a general power of appointment exercisable in its own behalf, or for the benefit of the Agent's estate, the Agent's creditors, or creditors of the estate of the Agent.

**14. Limitations on Authority.** The Agent shall not have any power to amend, alter, or revoke any will or codicil.

**15. Revocation of Prior Powers of Attorney.** I hereby revoke all powers of attorney, whether general or limited, previously granted by me as principal and terminate all agency relationships created thereunder, including, without limitation, those relationships of all successor agents named therein, if any, except any powers granted by me on forms provided by financial institutions granting the right to write checks or deposit funds to or withdraw funds from accounts to which I am a signatory or granting access to a safe deposit box shall not be hereby revoked, but shall continue to be in full force and effect.

**16. Ratification.** I hereby ratify and approve any act or failure to act of the Agent in good faith and any such act done by the Agent at any time, including but not limited to, any act done at any time at which I am disabled, incompetent or incapacitated or at any time at which there is uncertainty as to whether I am dead or alive, shall, unless otherwise invalid or unenforceable, have the same effect and bind me, my guardian, heirs, distributees, legatees, devisees, assignees, and personal representatives to the same extent as if I had been alive and not disabled, incapacitated, or incompetent at the time of such act.

**17. Protection for Third Parties.** Any person or entity acting without negligence and in good faith in reasonable reliance on this power of attorney shall not incur any liability thereby, nor shall the fact that time has elapsed since its execution prevent such persons or entity from reasonably relying on this instrument. Persons and entities shall place reasonable reliance on this power of attorney regardless of whether it has been filed for record and may request the issuance of an affidavit by the Agent on which the third party may rely.

**18. Governing Law.** The laws of the State of Arizona shall govern this power of attorney in all respects.

I, \_\_\_\_\_, the principal, sign my name to this Financial Durable General Power of Attorney this \_\_\_ day of \_\_\_\_\_, 20\_\_, and being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my Power of Attorney and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the

purposes expressed in the Financial Durable General Power of Attorney and I declare that I am eighteen years of age or older, of sound mind and under no constraint or undue influence

\_\_\_\_\_  
Principal

WITNESS: I, \_\_\_\_\_, the witness, sign my name to the foregoing Financial Durable General Power of Attorney being first duly sworn and I do declare to the undersigned authority that the principal has signed and executed this instrument as his/ her power of attorney and that he/she signed it willingly, and that I, in the presence and hearing of the principal, signed this power of attorney as a witness to the principal's signing and that to the best of my knowledge the principal is eighteen years of age or older, of sound mind and under no constraint or undue influence.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

STATE OF ARIZONA        )  
  ) ss.  
County of \_\_\_\_\_ )

Subscribed, sworn to, and acknowledged before me, the undersigned Notary Public, by \_\_\_\_\_, the principal, and subscribed, sworn to, and acknowledged before me by \_\_\_\_\_, witness, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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