

**STATUTORY DURABLE POWER OF ATTORNEY**

**OF**

**INSERT NAME HERE**

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, TEXAS ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until:

- (1) you die or revoke the power of attorney;
- (2) your agent resigns, is removed by court order, or is unable to act for you; or
- (3) a guardian is appointed for your estate.

I, INSERT NAME HERE, with an address of INSERT FULL ADDRESS HERE appoint, INSERT NAME HERE, with an address of INSERT FULL ADDRESS HERE, as my agent to act for me in any lawful way with respect to all of the following powers that I have initialed below. If INSERT NAME HERE dies, becomes incapacitated, resigns, refuses to act, or is removed by court order, I appoint INSERT NAME HERE, with an address of INSERT FULL ADDRESS HERE, as my successor agent.

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (O) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS LISTED IN (A) THROUGH (N).

TO GRANT A POWER, YOU MUST INITIAL THE LINE IN FRONT OF THE POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF THE POWER. YOU MAY, BUT DO NOT NEED TO, CROSS OUT EACH POWER WITHHELD.

<input type="checkbox"/> (A)	Real property transactions;
<input type="checkbox"/> (B)	Tangible personal property transactions;
<input type="checkbox"/> (C)	Stock and bond transactions;
<input type="checkbox"/> (D)	Commodity and option transactions;
<input type="checkbox"/> (E)	Banking and other financial institution transactions;
<input type="checkbox"/> (F)	Business operating transactions;
<input type="checkbox"/> (G)	Insurance and annuity transactions;
<input type="checkbox"/> (H)	Estate, trust and other beneficiary transactions;
<input type="checkbox"/> (I)	Claims and litigation;
<input type="checkbox"/> (J)	Personal and family maintenance;
<input type="checkbox"/> (K)	Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;
<input type="checkbox"/> (L)	Retirement plan transactions;
<input type="checkbox"/> (M)	Tax matters;
<input type="checkbox"/> (N)	Digital assets and the content of an electronic communication;
<input type="checkbox"/> (O)	ALL OF THE POWERS LISTED IN (A) THROUGH (N). YOU DO NOT HAVE TO INITIAL THE LINE IN FRONT OF ANY OTHER POWER IF YOU INITIAL LINE (O).

**GRANT OF SPECIFIC AUTHORITY**

My agent MAY NOT do the following specific act for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL the specific authority if you WANT to give that power to your agent. If you DO NOT want to grant your agent the following power, you may also CROSS OUT the power.)

\_\_\_\_\_ Make a gift, subject to the limitations of Section 751.032 of the Durable Power of Attorney Act (Section 751.032, Estates Code) and any special instructions in this power of attorney (provided, however, additional gifts may be made in accordance with the provisions contained in the paragraph entitled "Gifts to Qualify for Public Benefits" which follows in this durable power of attorney)

**SPECIAL INSTRUCTIONS:**

**COMPENSATION:** Special instructions applicable to agent compensation (initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to compensation that is reasonable under the circumstances):

- (A) \_\_\_\_\_ My agent is entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances.
  
- (B) \_\_\_\_\_ My agent is entitled to reimbursement of reasonable expenses incurred on my behalf but shall receive no compensation for serving as my agent.

**GIFTS:** Special instructions applicable to gifts (initial in front of the following sentence to have it apply):

\_\_\_\_\_ I grant my agent the power to apply my property to make gifts outright to or for the benefit of any one or more of my descendants, including by the exercise of a presently exercisable general power of appointment held by me, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift (provided, however, additional gifts may be made in accordance with the provisions contained in the paragraph entitled "Gifts to Qualify for Public Benefits" which follows in this durable power of attorney).

**GIFTS TO QUALIFY FOR PUBLIC BENEFITS:** If my agent in my agent's sole discretion has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my agent shall have the power: (i) to take any and all steps necessary, in my agent's judgment, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, signing a deed with a retained life estate (also known as a "Lady Bird Deed") as well as creating and funding a qualified income trust or special needs trust for me or a disabled child, if any; (ii) to transfer with or without consideration my assets to my descendants (if any), or to my natural heirs at law or to the persons named as beneficiaries under my last will and testament or a revocable living trust which I may have established, including my agent; and (iii) to enter into a personal services contract for my benefit, including entering into such contract with my agent, and even if doing so may be considered self-dealing. Such public benefits and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid and Veterans benefits.

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

**ADDITIONAL POWERS:** ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

None.

**This power of attorney becomes effective upon my disability or incapacity.** I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity. After having been certified as being incapable of managing my financial affairs, if a physician certifies in writing at such later date that, based upon such physician's medical examination of me, I have regained the mental capacity to manage my financial affairs, then this power of attorney shall no longer be effective, and it shall become effective again only if a physician certifies in writing at a date later than the date I regained capacity that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs.

**REVOCATION OF PRIOR POWERS OF ATTORNEY:**

I hereby revoke all durable general powers of attorney executed by me prior to the date of this power of attorney, and all such durable general powers of attorney shall no longer be of force and effect. All powers and authorities granted under said durable general powers of attorney are hereby withdrawn and revoked effective immediately. The provisions of this paragraph shall not revoke any power of attorney I have previously executed which is limited to a specific and identifiable action or transaction, such as a power of attorney I have executed as part of a contract for the management of a bank or brokerage account. If I desire to revoke any such prior limited or specific power of attorney, I will execute a revocation specifically referring to the power of attorney to be revoked.

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

Signed on the \_\_\_\_ day of \_\_\_\_\_, in the year 2024.

\_\_\_\_\_  
NSERT NAME HERE, Principal

STATE OF TEXAS

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§  
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COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared INSERT NAME HERE, who produced a driver's license issued by Texas that contained his photograph and signature as identification thereby proving him to be the person whose name is subscribed to the foregoing instrument as Principal and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, on the \_\_\_\_ day of \_\_\_\_\_, in the year 2024.

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Notary Public, State of Texas

## IMPORTANT INFORMATION FOR AGENT

### Agent's Duties

When you accept the authority granted under this power of attorney, you establish a "fiduciary" relationship with the principal. This is a special legal relationship that imposes on you legal duties that continue until you resign or the power of attorney is terminated, suspended, or revoked by the principal or by operation of law. A fiduciary duty generally includes the duty to:

- (1) act in good faith;
- (2) do nothing beyond the authority granted in this power of attorney;
- (3) act loyally for the principal's benefit;
- (4) avoid conflicts that would impair your ability to act in the principal's best interest; and
- (5) disclose your identity as an agent when you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

INSERT NAME HERE, by \_\_\_\_\_ as Agent  
*(Your Signature)*

In addition, the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code) requires you to:

- (1) maintain records of each action taken or decision made on behalf of the principal;
- (2) maintain all records until delivered to the principal, released by the principal, or discharged by a court; and
- (3) if requested by the principal, provide an accounting to the principal that, unless otherwise directed by the principal or otherwise provided in the Special Instructions, must include:
  - (A) the property belonging to the principal that has come to your knowledge or into your possession;
  - (B) each action taken or decision made by you as agent;
  - (C) a complete account of receipts, disbursements, and other actions of you as agent that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;
  - (D) a listing of all property over which you have exercised control that includes an adequate description of each asset and the asset's current value, if known to you;
  - (E) the cash balance on hand and the name and location of the depository at which the cash balance is kept;
  - (F) each known liability;
  - (G) any other information and facts known to you as necessary for a full and definite understanding of the exact condition of the property belonging to the principal; and
  - (H) all documentation regarding the principal's property.

### Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates or suspends this power of attorney or your authority under this power of attorney. An event that terminates this power of attorney or your authority to act under this power of attorney includes:

- (1) the principal's death;
- (2) the principal's revocation of this power of attorney or your authority;
- (3) the occurrence of a termination event stated in this power of attorney;

- (4) if you are married to the principal, the dissolution of your marriage by court decree of divorce or annulment or declaration that your marriage is void, unless otherwise provided in this power of attorney;
- (5) the appointment and qualification of a permanent guardian of the principal's estate unless a court order provides otherwise; or
- (6) if ordered by a court, your removal as agent (attorney in fact) under this power of attorney. An event that suspends this power of attorney or your authority to act under this power of attorney is the appointment and qualification of a temporary guardian unless a court order provides otherwise.

### **Liability of Agent**

The authority granted to you under this power of attorney is specified in the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code). If you violate the Durable Power of Attorney Act or act beyond the authority granted, you may be liable for any damages caused by the violation or subject to prosecution for misapplication of property by a fiduciary under Chapter 32 of the Texas Penal Code.

THE AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.