

## **DURABLE POWER OF ATTORNEY FOR FINANCIAL MANAGEMENT**

**WARNING TO PERSON EXECUTING THIS DOCUMENT - THE POWERS YOU GRANT BELOW CONTINUE TO BE EFFECTIVE SHOULD YOU BECOME DISABLED OR INCOMPETENT**

**CAUTION: This is an important legal document and upon proper execution will create a Durable Power of Attorney. This gives the person whom you designate as your Agent broad powers to handle your property during your lifetime, which may include powers to mortgage, sell, or otherwise dispose of any real or personal property without advance notice to you or approval by you.**

**These powers will continue to exist even if you become disabled or incompetent. You do have the right to terminate or revoke the Power of Attorney and any or all powers granted within at any time up to the point of your incapacity.**

**This document does not authorize anyone to make medical or other health care decisions. You may execute a health care proxy (also known as a health care or medical power of attorney) to do this.**

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

**THIS DURABLE POWER OF ATTORNEY for financial management** is given by me, William Timothy Smith (the "Principal"), presently of Main Street, Miami, in the State of Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### **Nature of Power**

1. This durable Power of Attorney is not terminated by subsequent incapacity of the Principal except as provided in chapter 709, Florida Statutes.

### **Previous Power of Attorney**

2. **I REVOKE** any previous durable power of attorney granted by me.

**Agent**

3. I APPOINT F. Lee Bailey, of Manhattan, New York New York, New York, to act as my Agent.

**Governing Law**

4. This document will be governed by the laws of the State of Florida. Further, my Agent is directed to act in accordance with the laws of the State of Florida at any time he or she may be acting on my behalf.

**Liability of Agent**

5. My Agent will not be liable to me, my estate, my heirs, successors or assigns for any action taken or not taken under this document, except for willful misconduct or gross negligence.

**Effective Date**

6. This Power of Attorney will start immediately and will continue notwithstanding a finding of my mental incapacity or mental infirmity which may occur after my execution of this Power of Attorney.

**Powers of Agent**

7. My Agent has authority to do anything on my behalf that I may lawfully do by an agent (the "General Power").

**Specific Powers**

8. Without restricting its generality in any way, the following power(s) are specifically included within the foregoing General Power:

**Initials**

X **Real Estate Transactions**

- a. To deal with any interest I may have in real property, including homestead property, and sign all documents on my behalf concerning my interest, including, but not limited to, real property I may subsequently acquire or receive. These powers include, but are not limited to, the ability to:
- i. Purchase, sell, exchange, accept as gift, place as security on loans, convey with or without covenants, rent, collect rent, sue for and receive rents, eject and remove tenants or other persons, to pay or contest taxes or assessments, control any legal claim in favor of or against me, partition or consent to partitioning, mortgage, charge, lease, surrender, manage

or otherwise deal with real estate and any interest therein. However, if I am married, my Agent may not mortgage or convey homestead property without joinder of my spouse; and

- ii. Execute and deliver deeds, transfers, mortgages, charges, leases, assignments, surrenders, releases and other instruments required for any such purpose.

X      **Maintain Property and Make Investments**

- b. To retain any assets owned by me at the date this Durable Power of Attorney becomes effective, and the power to reinvest those assets in similar investments. In addition, my Agent may invest my assets in any new investments, of his or her choosing, regardless of whether or not they are authorized by any applicable legislation.

X      **Banking Transactions**

- c. To do any act that I can do through an Agent with a bank or other financial institution. This power includes, but is not limited to, the power to:
  - i. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions;
  - ii. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity;
  - iii. Borrow money from any banking or financial institution if deemed necessary by my Agent, and to manage all aspects of the loan process, including the placement of security and the negotiation of terms;
  - iv. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities;

- v. Have access to any safe deposit box that I might own, including its contents; and
- vi. Create and deliver any financial statements necessary to or from any bank or financial institution.

X **Business Operating Transactions**

- d. To take any action my Agent deems necessary with any business that I may own or have an interest in by doing any act which can be done through an Agent. This power includes, but is not limited to, the power to execute, seal and deliver any instrument; participate in any legal business of any kind; execute partnership agreements and amendments; to incorporate, reorganize, consolidate, merge, sell, or dissolve any business; to elect or employ officers, directors and agents; and to exercise voting rights with respect to any stock I may own, either in person or by proxy.

X **Insurance Transactions**

- e. To do any act that I can do through an Agent with any insurance policy. This power includes, but is not limited to, the power to pay premiums, start, modify or terminate policies, manage all cash payouts, borrow from insurers and third parties using insurance policies as collateral, and to change the beneficiaries on any insurance policies on my life. Unless my Agent was already a beneficiary of any policy before the signing of this document, my Agent cannot name himself or herself as a beneficiary of such policy.

X **Claims and Litigation Matters**

- f. To institute, maintain, defend, compromise, arbitrate or otherwise dispose of, any and all actions, suits, attachments or other legal proceedings for or against me. This power includes, but is not limited to, the power to: appear on my behalf, and the power to settle any claim against me in whichever forum or manner my Agent deems prudent, and to receive or pay any resulting settlement.

X **Tax Matters**

- g. To act for me in all matters that affect my local, state and federal taxes and to prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authority to:
  - i. Prepare, sign and file income and other tax returns with federal, state, local and other

governmental bodies, and to receive any refund checks; and

- ii. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

X  **Government Benefits**

- h. To act on my behalf in all matters that affect my right to allowances, compensation and reimbursements properly payable to me by the Government of the United States or any agency or department thereof. This power includes, but is not limited to, the power to prepare, file, claim, defend or settle any claim on my behalf and to receive and manage, as my Agent sees fit, any proceeds of any claim.

X  **Retirement Benefit Transactions**

- i. To act for me and represent my interests in all matters affecting any retirement savings or pension plans I may have. This power includes, but is not limited to, the power to continue contributions, change contribution amounts, change investment strategies and options, move assets to other plans, receive and manage payouts, and add or change existing beneficiaries. My Agent cannot add himself or herself as a beneficiary unless he or she is already a designated beneficiary as of the signing of this document.

X  **Family Care**

- j. To make whatever expenditures are required for the maintenance, education, benefit, medical care and general advancement of me, my spouse and dependent children, and other persons that I have chosen or which I am legally required to support, any of which may include my Agent. This power includes, but is not limited to, the power to pay for housing, clothing, food, travel and other living costs.

X  **Chattel and Goods Transactions**

- k. To purchase, sell or otherwise deal with any type of personal property I may currently or in the future have an interest in. This includes, but is not limited to, the power to purchase, sell, exchange, accept as gift, place as security on loans, rent, lease, to pay or contest taxes or assessments, mortgage or pledge.

X  **Estate Transactions**

- l. To do any act that I can do through an Agent with regard to all matters that affect any trust, probate estate, conservatorship, or other fund from which I may receive payment as a beneficiary. This power includes the power to disclaim any interest which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Agent cannot disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Agent or my Agent's estate.

X  **Living Trust Transactions**

- m. To transfer any of my assets to the trustee of any revocable trust created by me, if such trust is in existence at the time of such transfer. This property can include real property, stocks, bonds, accounts, insurance policies or other property.

X  **Gift Transactions**

- n. To make gifts to my spouse, children, grandchildren, great grandchildren, and other family members on special occasions, including birthdays and seasonal holidays, including cash gifts, and to such other persons with whom I have an established pattern of giving (or if it is appropriate to make such gifts for estate planning and/or tax purposes), in such amounts as my Agent may decide in his or her absolute discretion, having regard to all of the circumstances, including the gifts I made while I was capable of managing my own estate, the size of my estate and my income requirements.

X  **Charity Transactions**

- o. To continue to make gifts to charitable organizations with whom I have an established pattern of giving (or if it is appropriate to make such gifts for estate planning and/or tax purposes), in such amounts as my Agent may decide in his or her absolute discretion, having regard to all of the circumstances, including the gifts I made while I was capable of managing my own estate, the size of my estate and my income requirements.

X  **Employ Required Professionals**

- p. To appoint and employ any agents, servants, companions, or other persons, including nurses and other health care professionals for my care and the care of my spouse and dependent children, and accountants, attorneys, clerks, workers and others for the management, preservation and protection of my property and estate, at such compensation and for such length of time as my

Agent considers advisable.

**Agent Compensation**

9. My Agent will receive no compensation except for the reimbursement of all out of pocket expenses associated with the carrying out of my wishes.

**Co-owning of Assets and Mixing of Funds**

10. My Agent may not mix any funds owned by him or her in with my funds and all assets should remain separately owned if at all possible.

**Personal Gain from Managing My Affairs**

11. My Agent is not allowed to personally gain from any transaction he or she may complete on my behalf.

**Delegation of Authority**

12. My Agent may not delegate any authority granted under this document.

**Nomination of Guardian or Conservator**

13. In the event that a court decides that it is necessary to appoint a guardian or conservator for me, I hereby nominate my Agent to be considered by the court for appointment to serve as my guardian or conservator, or in any similar representative capacity.

**Agent Restrictions**

14. This Power of Attorney is not subject to any conditions or restrictions other than those noted above.

**Notice to Third Parties**

15. Any third party who receives a valid copy of this Power of Attorney can rely on and act under it. A third party who relies on the reasonable representations of my Agent as to a matter relating to a power granted by this Power of Attorney will not incur any liability to the Principal or to the Principal's heirs, assigns, or estate as a result of permitting the Agent to exercise the authority granted by this Power of Attorney up to the point of revocation of this Power of Attorney. Revocation of this Power of Attorney will not be effective as to a third party until the third party receives notice and has actual knowledge of the revocation.

**Severability**

16. If any part of any provision of this document is ruled invalid or unenforceable under applicable law, such part will be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provisions or the remaining provisions of this document.

**Acknowledgment**

17. I, **William Timothy Smith**, being the Principal named in this Durable Power of Attorney hereby acknowledge:

- a. I have read and understand the nature and effect of this Durable Power of Attorney;
- b. I recognize that this document gives my Agent broad powers over my assets, and that these powers will continue past the point of my incapacity;
- c. I am of legal age in the State of Florida to grant a Durable Power of Attorney; and
- d. I am voluntarily giving this Durable Power of Attorney and recognize that the powers given in this document will become effective as of the date of my incapacity or as specified within.

**IN WITNESS WHEREOF** I hereunto set my hand and seal at the City of Manhattan in the State of New York, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**SIGNED, SEALED, AND DELIVERED**

in the presence of:

Witness: \_\_\_\_\_ (Sign)

Witness Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_ (Sign)

Witness Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

William Timothy Smith (Principal)



**NOTARY ACKNOWLEDGMENT**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said state, personally appeared William Timothy Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

**ACCEPTANCE OF APPOINTMENT**

STATE OF: FLORIDA

COUNTY OF: \_\_\_\_\_

Before me, the undersigned authority, personally appeared F. Lee Bailey ("Affiant"), who swore or affirmed that:

- 1. Affiant is the Agent named in the Durable Power of Attorney executed by William Timothy Smith ("Principal") on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.
- 2. This Durable Power of Attorney is currently exercisable by Affiant. The Principal is domiciled in Miami, Florida.
- 3. To the best of the Affiant's knowledge after diligent search and inquiry:
  - a. The Principal is not deceased; and
  - b. There has been no revocation, partial or complete termination by the occurrence of an event referenced in the durable power of attorney, or suspension by initiation of proceedings to determine incapacity or to appoint a guardian.
- 4. Affiant agrees not to exercise any powers granted by the Durable Power of Attorney if Affiant attains knowledge that it has been revoked, partially or completely terminated, suspended, or is no longer valid because of the death of the Principal.

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

Name of Affiant: F. Lee Bailey

Signature of Affiant: \_\_\_\_\_

Address: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by F. Lee Bailey. (Affiant)

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification \_\_\_\_\_ (Type of Identification)

# Power of Attorney Additional Information

## You have finished creating your Power of Attorney. What's next?



### Review the Document

Your Power of Attorney is an important document. Before you sign your Power of Attorney, you should look over the document to ensure that you understand and agree with the powers you have given to your Agent/Attorney-in-Fact.



### Speak to your Agent/Attorney-in-Fact

It is important to speak with the person(s) that you have given authority to in order to make sure that they understand the breadth and limits of their ability to act on your behalf.



### Sign your Power of Attorney

You will need to gather your two Witnesses and have them sign on the applicable page in front of you and a Notary Public. The Notary will then acknowledge and sign the document. As part of the signing process, the Witnesses and the Notary should also initial each page of the document and both Witnesses must fill out and sign the area labelled "Witness Certificate".

In the presence of your notary and witness, you must also sign on the applicable page, initial each page of the document, and initial next to each power you have decided to grant.

If your state requires the Agent/Attorney-in-Fact to acknowledge their acceptance of the document, you will see a section for their signature in the document.

## Power of Attorney Additional Information



### Storing or Recording your Power of Attorney

If you have granted the power to act on your behalf in Real Estate transactions, your Agent/Attorney-in-Fact will likely need to have the document recorded in order for the Power of Attorney to be recognized. This typically takes place at the land registry office in the jurisdiction where the property is located. Otherwise, you should store your original document in a safe place and provide a copy for your Agent/Attorney-in-Fact so that they will be able to use the powers you have granted them.

### Additional Tips

- Remember that your witnesses cannot be your spouse, partner, child, Agent/Attorney-in-Fact (including alternate choices) or their spouse. Some jurisdictions also disallow witnesses that are mentioned in your Last Will, either as a beneficiary or executor.
- Your witnesses must be of legal age in your jurisdiction, have capacity, and be mentally capable of managing their property and making their own decisions.
- Residents of North Carolina and South Carolina must register their Power of Attorney if it is intended to be Durable (will continue in the case of the grantor's incapacity) in order for it to remain valid past the point of the grantor's incapacity. The Durable Power of Attorney will need to be recorded in the office of the Register of Deeds of the county in which the principal has his or her legal residence at the time of registration.

## Power of Attorney Additional Information



### Complete your Estate Plan

You need more than a Power of Attorney to fully manage and protect your estate. A good estate plan also includes a Last Will and Testament, Living Will, and in some cases, a Living Trust. All these documents, along with explanatory help, are available for free at [LawDepot](https://www.lawdepot.com).



### Related Documents

The following are documents that you may find useful as you finish building your estate plan:

- **Gift Deed**  
Transfer ownership of real estate, personal property, or intellectual property without receiving anything of value in return.  
<http://www.lawdepot.com/contracts/gift-deed/>
- **Bill of Sale**  
Transfer ownership of personal property.  
<http://www.lawdepot.com/contracts/bill-of-sale/>
- **Last Will and Testament**  
Manage your estate and provide instructions for the distribution of your property at death.  
<http://www.lawdepot.com/contracts/last-will-and-testament-usa/>
- **Revocable Living Trust**  
An estate planning document that allows you to place your assets in a trust so that they can be distributed according to your wishes upon your passing.  
<http://www.lawdepot.com/contracts/living-trust/>
- **Living Will (Health Care Directive)**  
Indicate your medical wishes in case you become incapacitated or otherwise unable to consent to your health care treatment.  
<http://www.lawdepot.com/contracts/living-will-medical-power-of-attorney/>

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