

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I, [CLIENT] of [Client Address] have made, constituted and appointed, and by these PRESENTS do **MAKE, CONSTITUTE AND APPOINT** [PRIMARY AGENT] of [Agent Address] my true and lawful attorney,(hereinafter referred to as "my agent") for me and in my name, place and stead, and for my use and benefit to do all things which I might do myself. In the event that my above-named agent shall be unable or unwilling to act in this capacity, I hereby appoint [ALTERNATE AGENT] of [Alternate Agent Address], as my alternate agent. {!2nd Alternate!In the event that my agents named above shall be unable or unwilling to act in this capacity, I hereby appoint [2ND ALTERNATE] of [2nd Alternate's address], as my 2nd alternate agent.}

I hereby revoke and nullify all prior Powers of Attorney previously executed by me which are inconsistent with the appointments made herein.

Giving and granting unto my agent full power and authority to do or perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, and in regards to my real and personal estate, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my said agent shall lawfully do or cause to be done by virtue of these presents. The powers hereby conferred include, but are not limited to, the following:

- 1. General:** To ask, demand, sue for, recover, collect and receive all such sums of money, debts, accounts, legacies, bequests, interest, dividends, annuities and demands whatsoever as are now, or shall hereafter become, due, owing, payable or belonging to me. Also, to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner, deal in and with real estate, personal property, motor vehicles, goods, wares, and of merchandise, choses in action and other real and personal property in possession or in action, and to make, do, and transact all and every kind of business of every nature or kind whatsoever, including to endorse checks, make deposits, withdrawals, sign notes to which my signature may be required, and also for me and in my name, and as my act and deed, to sign, seal, execute, deliver and acknowledge such deeds, mortgages, leases, securities, stocks, bonds, title certificates, registration forms, bills of sale, covenants, indentures, agreements, bills of lading, bills, notes, receipts, evidences of debt, releases and satisfaction of judgments and other debts and such other instruments in writing of whatever kind or nature as may be necessary or proper in the premises. To deal with employment matters including but not limited to benefits and compensation and take any actions on

my behalf in regard to all such matters. To speak to my employer and view my pay and personnel file. To take my place and act on my behalf on any boards or commissions of which I may be a member, to the extent permitted by the organization. To take control of and make decisions about any pets or livestock I may own.

2. **Banking, Credit Union and Investments:** To make, draw, endorse, deposit, checks and drafts or other obligations on my behalf; open, maintain and close checking, savings, money market, retirement, pension or similar accounts in Banks, Brokerage Companies, Credit Unions or other similar institutions or with any employer, in my name or on my behalf. To create, maintain, deal with and close brokerage accounts. To buy and sell bonds, stocks, shares in mutual funds, annuities, trade in options and other investments. To exercise options and proxies. To deal with principal, interest, capital gains distributions, dividends, and all other forms of income. To exercise the option to annuitize annuities. To assign ownership and change beneficiaries of all accounts. To make elections, designate and change beneficiaries on any retirement, IRA or similar accounts and annuities. To access safe deposit boxes in my name or with respect to which I am an authorized signatory; to add to or remove from the contents of any such safe deposit box and to create or terminate any and all contracts for such box. To act as the custodian of any uniform gift to minor's accounts or uniform trust for minor's accounts.
3. **Loans:** To borrow money, sign promissory notes, pledges, security agreements, mortgages, assignments, encumbrances, guarantees, and all other documents necessary to obtain or guarantee such loans. Including the power to mortgage, encumber or pledge personal property and real estate. To lend money to others accepting notes, pledges, security interests, mortgages, assignments, guarantees and other evidences of debt and security. To collect interest and principal. To guarantee loans of others as I might do myself. To deal with any credit or debit card accounts and act on my behalf with any issuing entity. To deal with any credit or collection agency or credit reporting agency or credit bureau on my behalf.
4. **Real Estate:** To bargain for, buy, sell, lease, mortgage, pledge, encumber and otherwise deal with real estate in my name. To sign, seal, execute, deliver and acknowledge such deeds, mortgages, leases, notes, contracts, etc. Taking such actions as are necessary to acquire, maintain, preserve, develop, improve, sell, rent, lease or mortgage said property. To represent me in all matters relating to said properties, including before taxing authorities, zoning boards and similar organizations, and all state agencies and federal agencies.

5. **Governmental Agencies:** To represent me in all matters with the U.S. Treasury Department, I.R.S., the Vermont Tax Department, or any other state or local taxing agency, including matters regarding my taxes for all tax returns from 1990 to 2060, and all state and local taxing authorities. To represent me in all matters before the Social Security Administration and to become my representative payee and my personal representative. To collect all mail addressed to me, to sign on my behalf for such mail, to access any mailboxes and do all other matters involving the U.S. Postal Service. To deal with the Veterans Administration, housing authorities and all other governmental agencies and organizations, whether Federal, State or local, on my behalf, including the authority for the agent to sign VA Form 21-22 and IRS Form 2848, and other similar governmental forms. This power shall constitute a release allowing and requiring said agencies to release any and all information or documents requested by my agent.
6. **Gifting:** To make gifts in my name to any person, charity or organization. Said gifts may be a continuation of a planned gifting program, the institution of such a program, the institution of such a program in order to qualify me for benefit programs and to pass my assets to loved ones, or incidental or isolated gifts. Such gifts shall not be limited to annual exclusion amounts, although tax and Medicaid implications should be considered. In making gifts on my behalf my agent should consider, but not be bound by, any prior gifting pattern and the dispositive provisions of my Will, if available to my agent. My agent may not make gifts or appoint my property to his creditors or in satisfaction of any of his personal obligations.
7. **Estate and Benefit Planning:** To participate in estate and Medicaid and other Benefit planning on my behalf, including: creating and funding trusts, acting as my trustee and transferring property into or out of trust, purchasing insurance and annuities. To make disclaimers, execute waivers and exercise powers of appointment on my behalf. To name alternate or successor Trustees, if the Trust document permits. To sign documents and make elections regarding my intent to return home. To engage in activities designed to accelerate my qualification for Medicaid, VA or other programs and preserve or pass my assets to my beneficiaries. My agent shall have **no** authority to make, modify, amend or revoke a Will, codicil, Living Will or Durable Power of Attorney for Health Care. The powers conferred in this Power of Attorney shall not constitute a general power of appointment, as my agent may not make gifts or appoint my property to his creditors or in satisfaction of any of his personal obligations.
8. **Insurance:** To purchase, maintain, or terminate all types of insurance, including: property, casualty, automobile, homeowners, umbrella, medical, medigap, long

term care, life and annuities. To make withdrawals or borrow against such policies and to elect to cash out or annuitize payments on any policies. Such policies may be in my name or in the names of others. To assign the ownership of any policies and to change beneficiary designations on existing policies or those newly purchased.

9. **Digital Assets:** My Agent shall have (i) the power to access, use, and control my digital devices, including but not limited to: computers, tablets, peripherals, storage devices, cell phones, smartphones, and any similar digital device which currently exists or may exist as technology develops, for the purpose of accessing, modifying, deleting, controlling, or transferring my digital assets, and (ii) the power to access, whether on a device owned by me or someone else, and to: modify, delete, control, and transfer my digital assets, including but not limited to, my emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, online storage or backup accounts, financial accounts, banking accounts/online banking, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts, and similar digital items which currently exist or may exist as technology develops, (iii) the power to obtain, access, modify, delete, and control my passwords and other electronic credentials associated with my digital devices and digital assets described above; and (iv) to access, modify, delete, control, and transfer my digital financial accounts.
10. **{Firearms:** My agent shall take control and possession of my firearms. If my agent should be a “prohibited possessor” as that term is used in Federal Law, then my agent **shall** appoint a successor agent for purposes of dealing with my firearms. My agent shall comply with all laws regarding the handling, disposition and transportation of firearms. In transferring any of my firearms, my agent shall insure that the transferee is not a “prohibited possessor”, that the transferee is of legal age or the agent has obtained the permission of the transferee’s parent or guardian to transfer the firearm (s). When transporting my firearms my agent shall have them in his possession and control and comply with all state and Federal laws, or shall arrange transport through a Federal Firearms Licensed dealer.}
11. **Legal, Etc.:** To take all lawful ways and means in my name or otherwise, for the recovery of amounts, or the prosecution or defense of claims, by suits, attachments, arrests, distress or otherwise, and to compromise and agree for the same, and make acquittances, or other sufficient discharges for the same, to file bankruptcy or seek other protections from creditors for me and in my name

negotiate, mediate, arbitrate or litigate matters on my behalf with full power to prosecute, defend, settle and dismiss such matters. To hire attorneys, accountants, financial planners, appraisers, engineers, surveyors and other professionals on my behalf.

12. **Medical:** To engage and pay medical professionals including: physicians, nurses, home health workers, aides, dentists, oral surgeons, chiropractors, physical therapists, psychiatrists, psychologists, counselors, etc. To pay for medical care as deemed appropriate including, but not limited to: hospitalization, long term care, assisted living and outpatient treatment, counseling, and physical therapy. This does not include the power to make medical decisions, which must be delegated with an Advance Health Care Directive, as provided by 18 V.S.A. Part 10, Chapt. 231.

Pursuant to the Health Insurance Portability and Accountability Act of 1996 and the regulations relating to it ("HIPAA"), I specifically authorize my agent to request, receive, and review any information regarding my physical or mental health, including, without limitation, all HIPAA protected health information and all medical and hospital records; to execute on my behalf any authorizations, releases, or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. By signing this document, I specifically empower and authorize my physician, as well as any hospital or other health care provider of any kind, to release any and all medical records to my agent or my agent's designee. Further, I waive any liability on the part of any physician, hospital, or other health care provider who releases any and all of my medical records to my agent or to another person or entity pursuant to my agent's direction.

13. **Other services:** To engage and pay reasonable compensation and reimburse expenses to any person, including my agent, providing general assistance, home assistance, transportation, or other services of benefit to me, including reasonable compensation to my agent for his services.
14. **Guardians and Successor Agents:** In the event a Guardianship is deemed necessary for me, I hereby nominate the person here named as my agent to be my Guardian. Should my agent be unable or unwilling to act, I nominate my Alternate Agent as Guardian. I also here authorize my Agent, or Alternate Agent to name a successor Agent in the event the persons herein appointed are unable to act.
15. **Delegation:** My agent may delegate authority to others to act in his place and under his supervision. Such delegation shall be by written instrument and shall specify the specific authority or actions for which the powers are delegated. Such

delegation shall not relieve my Agent of his fiduciary duties in regard to any actions taken on my behalf. My agent may also execute a Limited Power of Attorney, to my agent, or someone else, for the purpose of transferring real estate (and to avoid the necessity and expense of recording this entire Durable Power of Attorney).

- 16. Compensation:** My agent shall have the right to reasonable compensation for services provided hereunder.
- 17. { Self Dealing (allowed):** I hereby grant my agent the power to “self deal” by making gifts or loans to him/her self and to guarantee loans of his/her own./OR **Self Dealing Restriction (allowed with alternate):** I hereby grant my agent the power to “self deal” by making gifts or loans to him/her self and to guarantee loans of his/her own. However, to engage in such transactions, my Alternate Agent must also participate in such transaction. /OR **Self Dealing Restriction (not allowed):** This document does not give my agent the power to “self deal” by making gifts or loans to him/her self and to guarantee loans of his own. /OR **Self Dealing Restriction (primary not allowed alternate allowed.)** This document does not give my agent the power to “self deal” by making gifts or loans to him/her self and to guarantee loans of his own. However, I hereby grant my alternate agent authority to engage in self dealing. /OR **Self Dealing Restriction (alternate not allowed):** I hereby grant my agent the power to “self deal” by making gifts or loans to him/her self and to guarantee loans of his/her own. My alternate agent shall have no authority to engage in self dealing.}
- 18. My Best Interests:** In exercising his authority, my agent shall act for my best interest. My best interest means to benefit me during my lifetime, as well as insuring I qualify for any benefits to which I may be entitled, and to reduce taxes and claims on my estate to maximize the distribution of my property to my beneficiaries on my death.
- 19. Limitation on Agent’s Duties:** Except for duties imposed on agents by Subchapter 123 of Title 14, Vermont Statutes Annotated, the Agent has **no duty** to act on behalf of the Principal, regardless of whether the Principal is disabled or incapacitated or otherwise unable to act. The Agent is **not** expected to exercise any special skills or expertise on the Principal’s behalf and has **no duty** to act for the Principal as to any specified transactions or types of transactions.
- 20. How to Sign:** In exercising this Power of Attorney my agent shall sign his or her own name and indicate either “POA for (grantor name)”, or “(Grantor name) by POA”.

21. **{Springing! Springing Power:** This Power of Attorney shall become effective only upon the disability of the principal. Such disability shall be evidenced by the signed "Physician's Certificate of Incapacity" attached hereto, or some other document, signed by a treating physician certifying the principal's incapacity.

- i. For purposes of making this Power effective, I hereby authorize my physicians and medical providers to discuss with my Agent and alternate Agent named herein, my medical condition, and to release private medical information to them to the extent necessary to determine my incapacity and further authorize my physician to sign the Certificate of Incapacity contained in this Power of Attorney, or any other such certificate requested by my Agent in order to make this Power of Attorney effective. I further authorize my Agent to release the private medical information contained in the Doctor's Certificate. This authorization is made in compliance with the Federal HIPAA law.}

22. **Durable Power of Attorney:** This Power of Attorney is made in accordance with 14. V.S.A., §3051 and §3508 such that it will not be affected by the principal's disability. This Power of Attorney shall continue in effect for an indefinite term, until revoked by me, in writing, or terminated by my death.

23. **Succession of Alternate Agent:** An affidavit by the Alternate Agent as to the disability, unavailability or unwillingness of the Primary Agent to act shall be sufficient evidence to support the succession of the Alternate Agent to act on my behalf under the terms of this Power of Attorney.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party and I, for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

Any third party which fails to accept this document or honor the powers granted herein to my agent shall be liable to me, my agent and my heirs, executors, legal representatives and assigns for any costs, expenses, lost profits, revenues, damages for lost opportunity or sale, interest and reasonable attorney's fees or any other damages caused by the third party's failure to accept the authority herein granted to my agent.

No third party shall require a different form of Power of Attorney, and a photocopy or electronically transmitted facsimile of the executed original shall be relied upon to the same extent as the original. (14 VSA § 3513).

DISCLOSURE: I understand that this Power of Attorney is an important legal document. Before execution of this document, my attorney explained to me the following:

- (1) This document provides my Agent with broad powers to dispose of, sell, convey and encumber my real and personal property;
- (2) The powers granted in this power will exist for an indefinite period of time until I die unless I limit their duration by the terms of this Power or revoke this Power, in writing. These Powers will continue to exist notwithstanding my subsequent disability or incapacity; and
- (3) This Power of Attorney authorizes my Agent to make gifts of my property, possibly including gifts to themselves, and to be paid for their services.

Dated this [Day Signed] day of [Month Signed], [Year Signed], at [Town Signed], State of Vermont.

[Client]

I hereby affirm that I witnessed the signing of this Power of Attorney by [Client], who appeared to be of sound mind and free from duress at the time of signing and affirmed that [!Client!he/she] was aware of the nature of the document and signed it freely and voluntarily.

Affirming Witness: Judy A. MacDonald

2nd Witness (for States that require two)

STATE OF VERMONT

_____ COUNTY, SS.

At [Town Signed] , in said County, on the [Day Signed] day of [Month Signed], [Year Signed], personally appeared [Client], and [!Client!he/she] acknowledged this instrument by [!Client!him/her] sealed and subscribed, to be [!Client!his/her] free act and deed.

Before me, _____
_____ Notary Public

ACCEPTANCE OF APPOINTMENT- AGENT

I, [Primary Agent], hereby attest that I:

- Accept appointment as Agent under the terms of this Power of Attorney.
- Have received a copy of the leaflet, "Power of Attorney Agent Duties and Responsibilities".
- Understand the duties under this Power of Attorney and under law.

Dated this [date of agent signing] day of [Month of agent signing], [year of agent signing]

[Primary Agent]

ACCEPTANCE OF APPOINTMENT- ALTERNATE

(To be signed ONLY when assuming duties)

I, [Alternate Agent] , hereby attest that I:

- Accept appointment as Alternate Agent under the terms of this Power of Attorney.
- Understand the duties under this Power of Attorney and under law.

Dated this _____ day of _____, 20____.

[Alternate Agent]

{!2nd Alternate!
ACCEPTANCE OF APPOINTMENT- ALTERNATE
(To be signed ONLY when assuming duties)

I, [2nd Alternate] , hereby attest that I:

- Accept appointment as Alternate Agent under the terms of this Power of Attorney.

- Understand the duties under this Power of Attorney and under law.

Dated this _____ day of _____, 20_____.

[2nd Alternate]}

{!Springing!

PHYSICIAN'S CERTIFICATE OF INCAPACITY

I, _____, am [Client Name]'s attending physician, and by my signature, hereby certify that [he/she] is not competent to manage [his/her] affairs.

Dated: _____ }