

# WASHINGTON DURABLE POWER OF ATTORNEY

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ I, \_\_\_\_\_, the principal, of \_\_\_\_\_, State of \_\_\_\_\_, hereby designate \_\_\_\_\_, of \_\_\_\_\_, State of \_\_\_\_\_, my Agent (hereinafter my "Agent"), to act as initialed below, in my name, in my stead and for my benefit, hereby revoking any and all financial powers of attorney I may have executed in the past.

## EFFECTIVE DATE

(Choose the applicable paragraph by placing your initials in the preceding space)

\_\_\_\_\_ - A. I grant my Agent the powers set forth herein immediately upon the execution of this document. These powers shall not be affected by any subsequent disability or incapacity I may experience in the future.

or

\_\_\_\_\_ - B. I grant my Agent the powers set forth herein only when it has been determined in writing, by my attending physician, that I am unable to properly handle my financial affairs.

## POWERS OF AGENT

My Agent shall exercise powers in my best interests and for my welfare, as a fiduciary. My Agent shall have the following powers:

(Choose the applicable power(s) by placing your initials in the preceding space)

\_\_\_\_\_ **BANKING** - To receive and deposit funds in any financial institution, and to withdraw funds by check or otherwise to pay for goods, services, and any other personal and business expenses for my benefit. If necessary, to effect my Agent's powers, my Agent is authorized to execute any document required to be signed by such banking institution.

\_\_\_\_\_ **SAFE DEPOSIT BOX** - To have access at any time or times to any safe-deposit box rented by me or to which I may have access, wheresoever located, including drilling, if necessary, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe-deposit box; and any institution in which any such safe-deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Agent to exercise this power.

\_\_\_\_\_ **LENDING OR BORROWING** - To make loans in my name; to borrow money in my name, individually or jointly with others; to give promissory notes or other obligations therefor; and to deposit or mortgage as collateral or for security for the payment thereof any or all of my securities, real estate, personal property, or other

property of whatever nature and wherever situated, held by me personally or in trust for my benefit.

\_\_\_\_\_ **GOVERNMENT BENEFITS** - To apply for and receive any government benefits for which I may be eligible or become eligible, including but not limited to, Social Security, Medicare and Medicaid.

\_\_\_\_\_ **RETIREMENT PLAN** - To contribute to, select payment option of, roll-over, and receive benefits of any retirement plan or IRA I may own, except my Agent shall not have power to change the beneficiary of any of my retirement plans or IRAs.

\_\_\_\_\_ **TAXES** - To complete and sign any local, state and federal tax returns on my behalf, pay any taxes and assessments due and receive credits and refunds owed to me and to sign any tax agency documents necessary to effectuate these powers.

\_\_\_\_\_ **INSURANCE** - To purchase, pay premiums and make claims on life, health, automobile and homeowners' insurance on my behalf, except my Agent shall not have the power to cash in or change the beneficiary of any life insurance policy.

\_\_\_\_\_ **REAL ESTATE** - To acquire, purchase, exchange, lease, grant options to sell, and sell and convey real property, or any interests therein, on such terms and conditions, including credit arrangements, as my Agent shall deem proper; to execute, acknowledge and deliver, under seal or otherwise, any and all assignments, transfers, deeds, papers, documents or instruments which my Agent shall deem necessary in connection therewith.

\_\_\_\_\_ **PERSONAL PROPERTY** - To acquire, purchase, exchange, lease, grant options to sell, and sell and convey personal property, or any interests therein, on such terms and conditions, including credit arrangements, as my Agent shall deem proper; to execute, acknowledge and deliver, under seal or otherwise, any and all assignments, transfers, titles, papers, documents or instruments which my Agent shall deem necessary in connection therewith; to purchase, sell or otherwise dispose of, assign, transfer and convey shares of stock, bonds, securities and other personal property now or hereafter belonging to me, whether standing in my name or otherwise, and wherever situated.

\_\_\_\_\_ **POWER TO MANAGE PROPERTY**- To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interests therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions as my Agent shall deem proper.

\_\_\_\_\_ **GIFTS** - To make gifts, grants, or other transfers (including the forgiveness of indebtedness and the completion of any charitable pledges I may have made) without consideration, either outright or in trust to such person(s) (including my Agent hereunder) or organizations as my Agent shall select, including, without limitation, the following actions: (a) transfer by gift in advancement of a bequest or devise to beneficiaries under my will or in the absence of a will to my spouse and descendants in

whatever degree; and (b) release of any life interest, or waiver, renunciation, disclaimer, or declination of any gift to me by will, deed, or trust

\_\_\_\_\_ **LEGAL ADVICE AND PROCEEDINGS** - To obtain and pay for legal advice, to initiate or defend legal and administrative proceedings on my behalf, including actions against third parties who refuse, without cause, to honor this instrument.

**SPECIAL INSTRUCTIONS:** On the following lines are any special instructions limiting or extending the powers I give to my Agent (Write "None" if no additional instructions are given):

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**AUTHORITY OF AGENT:** Any party dealing with my Agent hereunder may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of my Agent as to any action taken hereunder. In this regard, no person who may in good faith act in reliance upon the representations of my Agent or the authority granted hereunder shall incur any liability to me or my estate as a result of such act. I hereby ratify and confirm whatever my Agent shall lawfully do under this instrument. My Agent is authorized as he or she deems necessary to bring an action in court so that this instrument shall be given the full power and effect that I intend on by executing it.

**LIABILITY OF AGENT:** My Agent shall not incur any liability to me under this power except for a breach of fiduciary duty.

**REIMBURSEMENT OF AGENT:** My Agent is entitled to reimbursement for reasonable expenses incurred in exercising powers hereunder, and to reasonable compensation for services provided as Agent.

**AMENDMENT AND REVOCATION:** I can amend or revoke this power of attorney through a writing delivered to my Agent. Any amendment or revocation is ineffective as to a third party until such third party has notice of such revocation or amendment.

**STATE LAW:** This Power of Attorney is governed by the laws of the State of Washington.

**PHOTOCOPIES:** Photocopies of this document can be relied upon as though they were originals.

IN WITNESS WHEREOF, I have on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, executed this Financial Power of Attorney.

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**Principal's Signature**



**NOTICE: THE PRINCIPAL'S SIGNATURE MUST EITHER BE SIGNED WITH TWO (2) WITNESSES PRESENT OR ACKNOWLEDGED BY A NOTARY PUBLIC.**

We, the witnesses, each do hereby declare in the presence of the principal that the principal signed and executed this instrument in the presence of each of us, that the principal signed it willingly, that each of us hereby signs this Power of Attorney as witness at the request of the principal and in the principal's presence, and that, to the best of our knowledge, the principal is eighteen years of age or over, of sound mind, and under no constraint or undue influence.

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**Witness's Signature**

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Address

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**Witness's Signature**

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Address

STATE OF \_\_\_\_\_

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, as Principal of this Power of Attorney who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that (s)he executed the same as his/her free act and deed.

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Notary Public

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

**AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY  
AND AGENT'S AUTHORITY**

State of \_\_\_\_\_

[County] of \_\_\_\_\_]

I, (Name of Agent), [certify] under penalty of perjury that \_\_\_\_\_  
(Name of Principal) granted me authority as an agent or successor agent in a power of  
attorney dated \_\_\_\_\_, 20\_\_\_\_.

I further [certify] that to my knowledge:

- (1) I am acting in good faith pursuant to the authority given under the power of attorney;
- (2) The principal is alive and has not terminated, revoked, limited, or modified the power of attorney or my authority to act under the power of attorney; nor has the power of attorney or my authority to act under the power of attorney been terminated, revoked, limited, or modified by any other circumstances;
- (3) When the power of attorney was signed, the principal was competent to execute it and was not under undue influence to sign;
- (4) All events necessary to making the power of attorney effective have occurred;
- (5) If I was married or a registered domestic partner of the principal when the power of attorney was executed, there has been no subsequent dissolution, annulment, or legal separation, and no action is pending for the dissolution of the marriage or domestic partnership or for legal separation;
- (6) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;
- (7) If I was named as a successor agent, the prior agent is no longer able or willing to serve, or the conditions stated in the power of attorney that cause me to become the acting agent have occurred; and
- (8) \_\_\_\_\_  
\_\_\_\_\_ (Insert other relevant statements)

**SIGNATURE AND ACKNOWLEDGMENT**

\_\_\_\_\_  
**Agent's Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent's Name Printed

\_\_\_\_\_  
Agent's Address

\_\_\_\_\_  
Agent's Telephone Number



This document was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_\_.

by \_\_\_\_\_ (Name of Agent)

\_\_\_\_\_  
Signature of Notary

(Seal, if any)

My commission expires: \_\_\_\_\_, 20\_\_\_\_\_

[This document prepared by: \_\_\_\_\_]