

**General Durable Power of Attorney  
of**

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# Table of Contents

<b>Article One</b>	<b>Appointment of Agent.....</b>	<b>1</b>
Section 1.01	Initial Agent .....	1
Section 1.02	Successor Agent.....	1
Section 1.03	Prior or Joint Agent Unable to Act .....	1
<b>Article Two</b>	<b>Effectiveness of Appointment - Durability Provision .....</b>	<b>2</b>
Section 2.01	Effectiveness .....	2
Section 2.02	Durability .....	2
Section 2.03	Term of Durable Power of Attorney .....	2
<b>Article Three</b>	<b>Powers Granted to My Agent .....</b>	<b>2</b>
Section 3.01	Power to Sell .....	2
Section 3.02	Power to Buy.....	2
Section 3.03	Power to Invest .....	3
Section 3.04	Power to Contract .....	3
Section 3.05	Power to Manage Real Property .....	3
Section 3.06	Power to Manage Tangible Personal Property.....	3
Section 3.07	Power to Manage Digital Assets.....	3
Section 3.08	Power Regarding Securities .....	4
Section 3.09	Power to Collect and Settle My Obligations.....	4
Section 3.10	Power Regarding Governmental Benefits .....	4
Section 3.11	Power Regarding Retirement Plans and Employee Benefits .....	4
Section 3.12	Power Regarding Bank Accounts .....	4
Section 3.13	Power Regarding Safe-Deposit Boxes.....	5
Section 3.14	Power to Prosecute and Defend Legal Actions.....	5
Section 3.15	Power to Borrow .....	5
Section 3.16	Power Regarding Insurance .....	5
Section 3.17	Power Regarding Taxes .....	6
Section 3.18	Limitation on Powers.....	6

<b>Article Four</b>	<b>Administrative Powers and Provisions ..... 6</b>
Section 4.01	Release of Information.....6
Section 4.02	Nomination of Guardian of My Estate.....6
Section 4.03	Compensation and Reimbursement for Expenses.....6
Section 4.04	Amendment and Revocation.....6
Section 4.05	Resignation .....7
Section 4.06	Interpretation.....7
Section 4.07	Third Party Reliance .....7
Section 4.08	Effect of Duplicate Originals or Copies.....7
Section 4.09	Governing Law .....7
Section 4.10	Severability .....7
Section 4.11	Shall and May .....7
 <b>Article Five</b>	 <b>Declarations of the Principal ..... 8</b>

# General Durable Power of Attorney

I, \_\_\_\_\_, of \_\_\_\_\_, Washington, am creating a Durable Power of Attorney under the laws of the State of Washington. I revoke all Powers of Attorney previously granted by me as Principal and terminate all agency relationships created by me except:

- powers granted by me under any Health Care Power of Attorney;
- powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and
- powers granting access to a safe-deposit box.

## Article One Appointment of Agent

### Section 1.01 Initial Agent

I appoint \_\_\_\_\_, to serve as my Agent.

### Section 1.02 Successor Agent

If \_\_\_\_\_ fails to serve, I appoint the following persons to serve as successor Agent, in the order named:

\_\_\_\_\_, First Alternate

\_\_\_\_\_, Second Alternate

If a successor Agent fails to serve as my Agent, I appoint the next successor Agent named above to serve as my Agent.

### Section 1.03 Prior or Joint Agent Unable to Act

A successor Agent or an Agent serving jointly with another Agent may establish that the acting Agent or joint Agent is no longer able to serve as Agent by signing an affidavit that states that the Agent is not available or is incapable of acting. The affidavit may be supported by a death certificate of the Agent, a certificate showing that a guardian or conservator has been appointed for the Agent, a physician's letter stating that the Agent is incapable of managing his or her own affairs, or a letter from the Agent stating his or her unwillingness to act or delegating his or her power to the successor Agent.

## **Article Two**

### **Effectiveness of Appointment - Durability Provision**

#### **Section 2.01 Effectiveness**

The authority granted to my Agent under this power of attorney will be effective immediately upon signing.

#### **Section 2.02 Durability**

The authority granted to my Agent under this power of attorney will not be affected by my subsequent disability, incompetency, incapacity, or lapse of time.

#### **Section 2.03 Term of Durable Power of Attorney**

This Durable Power of Attorney expires at the earliest of:

- my death (except for post-death matters allowed under Washington law); or
- my revocation of this power of attorney.

## **Article Three**

### **Powers Granted to My Agent**

I grant my Agent the powers described in this Article so that my Agent may act on my behalf. In addition, my Agent may do everything necessary to exercise the powers listed below.

#### **Section 3.01 Power to Sell**

Unless specifically limited by the other provisions of this power of attorney, my Agent may sell any interest I own in any kind of property, real or personal, tangible or intangible, including any contingent or expectant interest, any marital right, and any right of survivorship incident to joint tenancy or tenancy by the entirety. My Agent may determine the terms of sale and may grant sales options. My Agent may dispose of sales proceeds on my behalf as my Agent determines is appropriate.

#### **Section 3.02 Power to Buy**

Unless specifically limited by the other provisions of this power of attorney, my Agent may buy any kind of property. My Agent may determine the terms for buying property and may obtain options to buy property. In addition, my Agent may insure the purchased property, and otherwise arrange for its safekeeping. I authorize my Agent to borrow money for the purposes described in this Section and to secure the loan in any manner my Agent determines is appropriate. I authorize my Agent to use my funds to repay any money borrowed by me or on my behalf and to pay for any purchases made or cash advanced using my credit cards.

### **Section 3.03 Power to Invest**

My Agent may invest and reinvest all or any part of my property in any other property of whatever type: real or personal, tangible or intangible. My Agent may:

invest in securities of all kinds, limited partnership interests, real estate or interest in real estate whether or not productive at the time of investment;

sell or otherwise terminate any investment made by me or on my behalf, and establish and terminate savings and money market accounts at banks and other financial institutions;

establish and terminate accounts with securities brokers;

establish and terminate agency accounts with corporate fiduciaries; and

hire and fire financial and investment advisors.

### **Section 3.04 Power to Contract**

My Agent may enter into contracts of any type and for any purpose. Unless specifically limited by the other provisions of this power of attorney and the law, my Agent may modify and cancel any existing or any new contracts to which I am a party.

### **Section 3.05 Power to Manage Real Property**

My Agent may manage any real property I now own or may acquire in the future including my personal residence.

### **Section 3.06 Power to Manage Tangible Personal Property**

My Agent may manage any tangible personal property I now own or may acquire in the future.

### **Section 3.07 Power to Manage Digital Assets**

My Agent may access, modify, control, archive, transfer, and delete my digital assets. Digital assets include my sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

My digital assets may be stored in the cloud or on my own digital devices. My Agent may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets—this power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

### **Section 3.08 Power Regarding Securities**

My Agent may exercise all rights regarding securities that I own now or in the future. Specifically, my Agent may buy, sell, and exchange all types of securities and financial instruments including stocks and bonds.

### **Section 3.09 Power to Collect and Settle My Obligations**

My Agent may collect all rights and benefits to which I am entitled now or in the future, including rights to cash payments, property, debts, accounts, legacies, bequests, devises, dividends, and annuities. In collecting my obligations, my Agent may demand, sue for, arbitrate, settle, compromise, receive, deposit, expend for my benefit, reinvest, or otherwise dispose of these matters as my Agent determines appropriate.

My Agent may use all lawful means and methods to recover these assets and rights, to qualify me for benefits and claim benefits on my behalf, and to compromise claims and grant discharges regarding the matters described in this Section. My Agent may convert my assets into assets that do not disqualify me from receiving benefits, or my Agent may divest my assets altogether. In any divestment action or asset conversion, I direct my Agent to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

### **Section 3.10 Power Regarding Governmental Benefits**

All powers described in this Section are exercisable with respect to all federal and state (or any subdivision thereof) programs existing when this power of attorney was executed or for which I become eligible after this power of attorney is executed. The power of attorney shall extend to any state in which I live when my Agent's powers become effective.

I appoint my Agent as my *Representative Payee* for the purposes of receiving Social Security benefits. My Agent may collect all benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Security Income (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI). My Agent shall have the full power to represent me and deal in all ways necessary concerning rights or benefits payable to me by any governmental agency including Supplemental Security Income (SSI), Medicaid, and Social Security Disability Insurance (SSDI).

My Agent may gift or otherwise spend down my estate for Medicaid eligibility and planning, even if such gift exceeds the federal annual gift tax exclusion amount.

### **Section 3.11 Power Regarding Retirement Plans and Employee Benefits**

Except for changing my designated beneficiaries, my Agent may exercise all rights and collect all qualified retirement benefits to which I am entitled now or in the future.

### **Section 3.12 Power Regarding Bank Accounts**

My Agent may establish bank accounts of any type in one or more bank institutions that my Agent may choose. My Agent may modify, terminate, make deposits to, write checks on, make withdrawals from, and grant security interests in any account in my name or to which I am an authorized signatory, except accounts held by me in a fiduciary capacity.

This authority may be exercised whether the account was established by me or for me by my Agent. My Agent is authorized to negotiate, endorse, or transfer any check or other instrument with respect to any account; to contract for any services rendered by any bank or financial institution; and to execute, on my behalf as principal, any agency or power of attorney forms furnished by a bank with respect to accounts with the bank that appoints the bank or any person as my agent.

### **Section 3.13 Power Regarding Safe-Deposit Boxes**

My Agent may contract with any institution to rent a safe-deposit box in my name. My Agent may have access to any safe-deposit box in my name or for which I am an authorized signer. This Section will apply whether the contract for the safe-deposit box was executed by me alone, jointly with others, or by my Agent in my name. My Agent may also add contents to or remove contents from a safe-deposit box, or terminate any rental contract for a safe-deposit box.

### **Section 3.14 Power to Prosecute and Defend Legal Actions**

My Agent may institute, supervise, prosecute, defend, intervene in, abandon, compromise, adjust, arbitrate, settle, dismiss, and appeal from any legal, equitable, judicial, or administrative hearings, actions, suits, or proceedings involving me in any way. This authority includes claims by or against me arising out of property damage or personal injury suffered by me, or caused by me or under circumstances such that the resulting loss may be imposed on me. My Agent may otherwise engage in litigation involving me, my property, or my legal interests, including any property, interest, or person I am or may be responsible for.

### **Section 3.15 Power to Borrow**

My Agent may borrow money on my behalf at interest rates and on other terms that my Agent considers advisable from any person or institution. My Agent may encumber my property by mortgages, pledges, and other hypothecation and has the power to enter into any mortgage or deed of trust even though the term of the mortgage or deed of trust may extend beyond the effective term of this power of attorney.

### **Section 3.16 Power Regarding Insurance**

My Agent may maintain, surrender, or collect: all kinds of life insurance or annuities on my life or the life of any one in whom I have an insurable interest; liability insurance protecting my estate and me against third party claims; hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or my dependents; and casualty insurance insuring my assets against loss or damage due to fire, theft, or other commonly insured risk.

My Agent may pay all insurance premiums, select any options under the policies, increase coverage under any policy, borrow against any policy, pursue all insurance claims on my behalf, and adjust insurance losses. This authority applies to both private and public plans, including Medicare, Medicaid, Supplemental Security Income and Workers' Compensation.



### **Section 3.17 Power Regarding Taxes**

My Agent may represent me in all tax filings, matters and proceedings before any agent or officer of the Internal Revenue Service, state and local authorities and in any court, for all periods. My Agent may engage representation for me in any tax proceeding by attorneys-at-law, Certified Public Accountants, enrolled agents, and other licensed tax professionals.

### **Section 3.18 Limitation on Powers**

My Agent may not change any beneficiary designations for, including but not limited to, my retirement plans, life insurance, annuities, investment accounts or bank accounts. My Agent may not make, or allow any distribution to be made, as a gift unless specifically permitted under the powers set forth in this Article Three.

## **Article Four Administrative Powers and Provisions**

This Article contains certain administrative powers and provisions that facilitate the use of the power of attorney and that protect my Agent and those who rely upon my Agent.

### **Section 4.01 Release of Information**

My Agent may release and obtain any information regarding my financial investments and taxes, including any information regarding stocks, bonds, certificates of deposit, bank accounts, tax returns, retirement accounts, pension plans, and any other documents or information regarding my financial affairs and taxes. This information may be obtained from my attorneys at law, financial advisors, insurance professionals, accountants, stockbrokers, stock transfer agents, and any other persons having such information. I release these persons or entities from any liability for releasing the above-referenced information to my Agent in reliance on this Section.

### **Section 4.02 Nomination of Guardian of My Estate**

If appointment proceedings are ever initiated for Guardian of my estate, I concurrently nominate the person then serving or named to serve as my Agent under this power of attorney.

### **Section 4.03 Compensation and Reimbursement for Expenses**

My Agent is entitled to reasonable compensation for services performed, and to reimbursement for reasonable expenses incurred, in carrying out the provisions of this instrument.

### **Section 4.04 Amendment and Revocation**

I may amend or revoke this power of attorney at any time. Amendments to this document must be made in writing by me personally (not by my Agent) and must be attached to the original of this document and recorded in the same county or counties as the original if the original is recorded.

#### **Section 4.05 Resignation**

My Agent may resign by executing a written resignation delivered to me or, if I am mentally disabled, by delivery to any person with whom I am residing or who has my care and custody.

#### **Section 4.06 Interpretation**

This power of attorney is a general power of attorney and should be interpreted as granting my Agent all general powers permitted under the laws of State of Washington.

#### **Section 4.07 Third Party Reliance**

No person who relies in good faith on the authority of my Agent under this power of attorney will incur any liability to my estate; my heirs, successors, and assigns; or to me.

#### **Section 4.08 Effect of Duplicate Originals or Copies**

If this power of attorney has been executed in multiple counterparts, each counterpart original will have equal force and effect. My Agent may make photocopies (photocopies includes facsimiles and digital or other reproductions, referred to collectively as *photocopy*) of this power of attorney and each photocopy will have the same force and effect as the original.

#### **Section 4.09 Governing Law**

This power of attorney's validity and interpretation will be governed by the laws of the State of Washington. To the extent permitted by law, this power of attorney is applicable to all my property, whether real, personal, intangible, or mixed; wherever located; and whether or not I now or in the future own the property.

#### **Section 4.10 Severability**

If any provision of this power of attorney is declared invalid for any reason, the remaining provisions will remain in full force and effect.

#### **Section 4.11 Shall and May**

Unless otherwise specifically provided in this document or by the context in which used, I use the word *shall* in this document to impose a duty, command, direct, or require, and the word *may* to allow or permit, but not require.

In the context of my Agent, when I use the word *shall*, I intend to impose a fiduciary duty on my Agent; when I use the word *may*, I intend that my Agent is empowered to act with sole and absolute discretion unless otherwise stated in this document.

**Article Five**  
**Declarations of the Principal**

I understand that this power of attorney is an important legal document. Before executing this power of attorney, my attorney explained the following information to me.

The power of attorney provides my Agent with broad powers to dispose of, sell, convey, and encumber my real and personal property.

The powers will exist for an indefinite period unless I revoke the power of attorney or I have limited their duration by specific provisions in the power of attorney.

This Durable Power of Attorney will continue to exist during my subsequent disability or incapacity.

I have the power to revoke or terminate this Durable Power of Attorney at any time.

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

\_\_\_\_\_  
\_\_\_\_\_, **Principal**  
(print name)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this day, \_\_\_\_\_, I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he / she signed this instrument and acknowledged it to be his / her free and voluntary act for the uses and purposes mentioned in the instrument.

Witness my hand and official seal  
  
\_\_\_\_\_  
\_\_\_\_\_  
Notary Public for the State of Washington  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_