Here is a template, totally free of charge!

However, **we don't recommend using it.**
Like all free templates on the internet, it hasn't been adapted to your specific needs.

Visit our website to easily create a fully personalized document for a low one-time fee.
Our lawyers work hard to keep everything updated and accurate.
You get all of the benefits of a lawyer at a fraction of the cost.

Durable Power Of Attorney

State of Alabama

EFFECTIVE DATE: _____

This Power of Attorney document allows and authorizes another person, who will be known as your Agent, to make broad decisions concerning your finances and property on your behalf. You are known as the principal. Your Agent will also be able to make decisions for you in the event that you are incapacitated, and may assist in the decision as to whether or not you are able to act for yourself, which will be verified by an affidavit.

You should choose someone whom you know very well and trust to serve as your Agent. Unless you specifically make it clear, the Agent's authority will generally continue either until you die, until you revoke this Power of Attorney, or until the Agent chooses not to maintain the authority and resigns or is otherwise unable to act for you.

Your Agent is entitled to be reimbursed for their expenses as well as reasonable compensation unless you specifically state otherwise.

This form is drafted so that one Agent may be appointed. If you would like to appoint more than one agent - in other words, you would like to appoint co-agents to act together - you may do so in any Special Instructions portion of this form.

If your Agent is not willing to act for you or is otherwise unable to act for you in any way, this Power of Attorney will automatically end unless you have designated a secondary successor agent (or more than one).

This Power of Attorney will become effective on the date listed herein unless you specifically state otherwise in any Special Instructions portion of this form.This Power of Attorney shall not be affected by disability, incompetency, or incapacity of the principal.

This Power of Attorney does not authorize anyone to make any health care decisions for you. Such powers are granted in a health care directive, which is a separate document governed by other applicable law.

If you are unsure of anything in this form or have any questions, you should seek the advice of independent legal counsel before signing.

DESIGNATION OF AGENT:I, _____, name the following person as my attorney-in-fact, hereinafter to be known as my Agent for this Durable Power of Attorney: _____. The Agent's address and telephone number, as I am currently aware of it, is as follows:

_____

My Agent will be compensated as follows:

_____

DESIGNATION OF SUCCESSOR AGENT(S): If my Agent is unable or unwilling to act for me, I name the following individual as my successor agent: _____. The two agents are not to work together to execute the terms of this Power of Attorney, and instead the successor agent shall work as my sole and exclusive agent only in the case where my original agent is unable or unwilling to act. The successor agent's address and telephone number, as I am currently aware of it, is as follows:

_____

GRANT OF AUTHORITY: I grant my Agent and any successor agent general authority to act for me with respect to the following subjects:

a) Real Property as defined in Section 26–1A–204;

b) Tangible Personal Property as defined in Section 26–1A–205;

c) Stocks and Bonds as defined in Section 26–1A–206;

d) Commodities and Options as defined in Section 26–1A–207;

e) Banks and Other Financial Institutions as defined in Section 26–1A–208;

f) Operation of Entity or Business as defined in Section 26–1A–209;

g) Insurance and Annuities as defined in Section 26–1A–210;

h) Estates, Trusts, and Other Beneficial Interests as defined in Section 26–1A–211;

i) Claims and Litigation as defined in Section 26–1A–212;

j) Personal and Family Maintenance as defined in Section 26–1A–213;

k) Benefits from Governmental Programs or Civil or Military Service as defined in Section 26–1A–214;

l) Retirement Plans as defined in Section 26–1A–215;

m) Taxes as defined in Section 26–1A–216;

n) Gifts as defined in Section 26–1A–217;

o) Records, Reports & Statements;

FURTHER SPECIFIC AUTHORITY: My Agent may also have the power to undertake and effectuate the following specific acts, which I fully understand and acknowledge could change how my property may be managed or distributed or reduce my property (initials are required next to each that you would like to agree to):

_____ *(Initials of Principal)* a) Create or change any of my designations of beneficiaries;

_____ *(Initials of Principal)* b) Create, change, amend, modify, revoke, or terminate any inter vivos trust;

_____ *(Initials of Principal)* c) Create or change any rights of survivorship;

_____ *(Initials of Principal)* d) Authorize another individual or temporarily or permanently appoint a substitute individual to exercise the authority granted under this Power of Attorney, with all the rights and authority given herein;

_____ *(Initials of Principal)* e) Exercise fiduciary powers that I have the authority to delegate;

_____ *(Initials of Principal)* f) Waive my rights to be a beneficiary of a survivor annuity, including survivor benefits under a retirement plan;

_____ *(Initials of Principal)* g) Revoke a transfer-on-death deed;

_____ *(Initials of Principal)* h) Adjust or edit my financial accounts;

_____ *(Initials of Principal)* i) Make a gift, subject to the limitations of any applicable state statute in my home state of Alabama.

LIMITATIONS ON AGENT'S AUTHORITY: Except for any special instructions given herein to the Agent to make gifts, the following shall apply:

a) Any authority or power granted to my Agent within this Power of Attorney shall be specifically limited so as to prevent this appointment from causing any agent to be taxed on my income or from causing my assets to be subject to a "general power of appointment" by my agent as defined in 26 U.S.C. § 2041 and 26 U.S.C. § 2514 of the Internal Revenue Code of 1986, as amended.

b) My agent shall not have any power or authority with respect to any trust created by my agent of which I am the trustee, and my agent shall not have power or authority with respect to any insurance policy I may own on the life of my agent.

An agent that is not my spouse, descendant, ancestor, or other relative shall not be permitted to use any of my property, real or personal, or any financial instruments or interests belonging to me, to benefit the agent or a person to whom the agent owes an obligation unless I have included that authority in any Special Instructions portion;

NOMINATION OF CONSERVATOR: If it becomes necessary for a court to appoint a conservator of my estate, I nominate the following person for appointment:

Name of Nominee for Conservator of my estate: _____

Nominee's Address & Telephone:

_____

GOVERNING LAW: The law of the state of Alabama shall govern this Power of Attorney in all respects.

REVOCATION OF THIS DOCUMENT: The Principal may revoke all or any part of the

powers granted in this Power of Attorney. Such revocation may be made effective by following applicable state statutes for revocation.

NOTICE TO THIRD PARTIES: Any third party who relies on the reasonable representations of an agent regarding a matter relating to a power granted by a properly executed statutory Power of Attorney form shall not incur any liability to the principal, or the principal's heirs, assigns, or estate as a result of permitting the agent to exercise the authority granted by the power of attorney. A third party who fails to honor a properly executed statutory Power of Attorney may be liable to the principal, the agent, the principal's heirs, assigns, or estate for civil penalty, plus damages, costs, and fees associated with the failure to comply with the statutory Power of Attorney. If the Power of Attorney is one which becomes effective upon the incapacity of the principal, the incapacity of the principal is established by an affidavit, as required by law.

I have also previously or contemporaneously filled out an advanced health care directive, appointing an agent to make decisions for my health.

INSTRUCTIONS TO AGENT

Accepting this Power of Attorney means that you have chosen to act as an agent for your Principal. This means a special legal relationship will have been created between the two of you, a relationship that means you must undertake certain legal duties until this Power of Attorney ends, whether it is because you choose to resign or whether it is because the Power of Attorney gets terminated or revoked.

Your duties include, but are not limited to:

a) Acting in a way that the principal expects you to or acting in the principal's best interest with regard to the property discussed herein;

b) Acting only within the authority granted in this Power of Attorney;

c) Acting with loyalty towards the Principal;

d) Avoiding any conflicts of interest that would detrimentally affect your ability to act for the Principal's best interests;

e) Acting with competence, diligence, and care;

h) Cooperating with anyone that may be making health care decisions for and on behalf of the Principal, as long as those decisions are being made according to the Principal's expectations or best interests;

i) Acting in good faith; and

j) Making sure that you disclose your agent relationship with the principal any time you sign or otherwise execute a legal document. You may do so by writing the principal's name, followed by your name and signature and then listing "As Agent" next to your signature.

TERMINATION OF AGENT'S AUTHORITY: If there is any event that you become aware of that terminates this Power of Attorney or your authority under it, you must immediately stop acting as Agent for your Principal. Such events which may terminate this Power of Attorney or your authority under it include:

a) The Principal's revocation of this document;

b) The occurrence of any termination event which may be stated herein;

c) The purposes of this Power of Attorney have been fully accomplished;

d) The Principal dies; or

e) If you are married to the Principal, any legal action which terminates your marital relationship unless any instructions herein state otherwise.

If there is anything about this document or your duties that you do not understand, you should seek independent legal counsel.

LIABILITY OF AGENT: This Power of Attorney is covered by the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975. If you violate the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, or act outside any authority granted, you may be liable for damages.

EXECUTION:

I, _____, the principal, sign my name to this Power of Attorney on the date listed below and being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my Power of Attorney and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the Power of Attorney and I declare that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Name of Principal: _____

_____

Signature of Principal

_____

Date

State of Alabama

County of:_____

On this _____ day of _____, 20__, before me, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed it as their free act and deed.

_____

Notary Signature, Printed Name, and Notary/Bar Roll Number