

Durable Power of Attorney for Finances for

_____ [My Name]

1. **Agent.** I choose _____ as my Agent with full authority to manage my finances.

2. **Alternate.** If _____ is unable or unwilling to act, I choose _____ as my Agent with full authority to manage my finances.

3. **My Rights.** I keep the right to make financial decisions for myself as long as I am capable.

4. **Durable.** My intention is that my Agent will use this power of attorney document to manage my finances if I am unavailable due to detention or unable to be physically present in the United States of America and cannot handle my financial matters for myself.

5. **Start Date.** This power of attorney document is effective: (check one) Immediately. Only if I am in a detention facility. If I am not physically present in the United States of America.

6. **End Date.** This power of attorney document will end if I revoke it or when I die. If my spouse or domestic partner is my Agent, this power of attorney document will end if either of us files for divorce in court.

7. **Revocation.** I revoke any powers of attorney over finances that I may have granted in the past. My agent and I both understand that I may revoke this power of attorney document at any time by giving written notice of revocation to my Agent.

8. **Powers.** My Agent shall have full power and authority to do anything as fully and effectively as I could do myself, including, but not limited to,
 - a. To make deposits to, and payments from, any account in my name in any financial institution; to access and obtain information and records pertaining to any said accounts and to add my agent as a signatory on any account; to open, add and/or remove property from any safe deposit box in my name.

 - b. To apply for or make any claims to receive any payments or benefits from the United States of America, any other federal, state, or local government, or any agencies or subdivisions thereof, for any benefit or payments to which I may be entitled, including but not limited to the Veteran's Administration, Social Security Administration, Medicare, Medicaid, and Internal Revenue Service; to receive, deposit, manage and endorse and disburse any drafts or checks made payable to or for me or my agent from any such government and/or agencies or any other entities or persons.

 - c. To represent and advocate for me before any private state or federal agency, including but not limited to the Internal Revenue Service, Department of Social and Health Services, its agencies or

successors, the Social Security Administration, educational, or training institutions or any other agency which might provide services or benefits for me.

d. To settle and/or compromise future claims.

e. To act on my behalf for the following:

- apply for or make any claim to receive any payments from any business, governmental agencies, or other entities furnishing retirement, benefit, disability or pension plans in my name;
- to redeem, borrow from, amend, cancel, pledge, correct, alter or change the beneficiaries of any retirement, benefit, disability, or pension plan;
- to endorse any drafts or checks made payable to me or agent from any such businesses, governmental agencies or other entities.

f. To the same extent as I am able enter any dwelling, residence or storage area rented or owned by me, or access the land or property owned or rented (individually or with another) by me without the necessity of obtaining the written authority of any other person named on any such dwelling, land, property or storage area. This includes the authority to enter said property and to sort and retrieve any personal property for my use and enjoyment; however, the agent shall consult with me if possible prior to making significant decisions regarding retrieving, retaining, and/or storing my personal property from the dwelling, residence, land or storage area, particularly with regards to family keepsakes and photographs, and certain items of personal property owned by me that can be used and enjoyed in my present or future residence, taking into account my expressed wishes, space limitations, and other relevant factors.

g. To sell, exchange or transfer title to stocks, bonds or other securities, and to sell, convey or encumber any real or personal property.

9. No Power to Agree to Binding Pre-Dispute Arbitration. These agreements limit my right to sue before any injury or dispute occurs. I think these agreements are unfair and unacceptable. Therefore, my agent does not have the power to agree to pre-dispute binding arbitration or any other process involving my person or property that limits my right to a jury, to sue for money, or to join a class action.

10. Accounting. My Agent shall keep accurate records of my finances and show these records to me at my request.

11. Nomination of Guardian. I nominate my Agent as the guardian of my estate for consideration by the court if guardianship proceedings become necessary.

12. **HIPAA Release.** I authorize my healthcare providers to release all information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to my Agent.

My Signature

Date

Notarization State of Washington County of _____

I certify that I know or have satisfactory evidence that _____,
is the person who appeared before me, signed above, and acknowledged that the signing was done
freely and voluntarily for the purposes mentioned in this instrument. SUBSCRIBED and SWORN to before
me on _____.

SIGNATURE OF NOTARY

PRINT NAME OF NOTARY

NOTARY PUBLIC for the State of Washington. My commission expires _____.