

---

# Texas Durable Power of Attorney (Estates Code 751)

Texas statutory durable power of attorney based on Texas Estates Code Chapter 751. Not a substitute for legal advice.

---

## TEXAS STATUTORY DURABLE POWER OF ATTORNEY

(Texas Estates Code, Chapter 751)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, Jane Marie Doe, residing at 123 Main Street, Houston, TX 77001 ("Principal"), appoint the following person as my agent (attorney-in-fact):

John Alan Smith, residing at 456 Oak Avenue, Dallas, TX 75201 ("Agent")

to act for me in any lawful way with respect to the powers granted below.

### 1. Successor Agent

If my Agent is unable or unwilling to serve, or if my Agent's authority is revoked or terminated, I appoint the following person as my successor agent:

Mary Johnson, residing at 789 Pine Road, Austin, TX 78701

The successor agent shall have all powers and duties granted to the original Agent under this power of attorney. Each successor agent designated in this document shall serve one at a time in the order designated.

### 2. Powers Granted

I grant my Agent authority to act on my behalf with respect to the following matters, as indicated:

- (A) Real Property Transactions: Granted
- (B) Tangible Personal Property Transactions: Granted
- (C) Stock and Bond Transactions: Granted

- 
- (D) Commodity and Option Transactions: Granted
  - (E) Banking and Other Financial Institution Transactions: Granted
  - (F) Business Operating Transactions: Not Granted
  - (G) Insurance and Annuity Transactions: Granted
  - (H) Estate, Trust, and Other Beneficiary Transactions: Granted
  - (I) Claims and Litigation: Granted
  - (J) Personal and Family Maintenance: Granted
  - (K) Benefits from Governmental Programs or Civil or Military Service: Granted
  - (L) Retirement Plan Transactions: Granted
  - (M) Tax Matters: Granted
  - (N) ALL OF THE POWERS LISTED ABOVE (if initialed): \_\_\_\_\_

The powers described above are defined in the Texas Estates Code, Subtitle P, Title 2, Chapter 751.

### 3. Special Instructions

SPECIAL INSTRUCTIONS: The following special instructions, limitations, or modifications apply to this power of attorney:

Any specific limitations or additional instructions

Unless specifically authorized in this section or elsewhere in this document, my Agent is NOT authorized to:

- (a) Create, amend, revoke, or terminate an inter vivos trust;
- (b) Make a gift;
- (c) Create or change rights of survivorship;
- (d) Create or change a beneficiary designation;
- (e) Delegate authority granted under this power of attorney;
- (f) Waive the principal's right to be a beneficiary of a joint and survivor annuity;
- (g) Exercise fiduciary powers that the principal has authority to delegate.

TO GRANT ANY OF THE ABOVE POWERS, I must specifically authorize them below:

\_\_\_\_\_ (Initial if you wish to grant any of the above powers, and specify which ones)

### 4. Durability Provision

THIS POWER OF ATTORNEY IS DURABLE. This means that the authority granted in this power of attorney shall not be affected by my subsequent disability or incapacity, and shall continue in effect until revoked by me in writing or until my death.

---

This power of attorney is effective as of [Effective Date].

Alternatively, if I initial below, this power of attorney shall become effective only upon my disability or incapacity as certified by my primary physician or as otherwise determined under Texas law:

\_\_\_\_\_ (Initial here only if you want this power of attorney to become effective upon disability or incapacity -- "springing" power of attorney)

## **5. Agent's Duties and Obligations**

My Agent shall:

- (a) Act in my best interest at all times;
- (b) Exercise the authority granted under this power of attorney in accordance with my known wishes, or if my wishes are unknown, in my best interest;
- (c) Keep my property separate and distinct from any property of my Agent, unless I am the spouse of my Agent;
- (d) Keep accurate records of all receipts, disbursements, and transactions conducted on my behalf;
- (e) Create and maintain an inventory of my property over which my Agent has control;
- (f) Cooperate with any person that has authority to make health care decisions for me.

My Agent shall be liable for any breach of fiduciary duty and for any acts or omissions that are negligent or constitute misconduct. An Agent that exercises authority to delegate shall not be liable for the acts of the delegated agent if the Agent exercises care, competence, and diligence in selecting and monitoring the delegated agent.

## **7. Revocation and Termination**

I may revoke this power of attorney at any time by delivering a written revocation to my Agent, any successor agent, or any third party acting in reliance on this power of attorney.

This power of attorney terminates upon:

- (a) My death;
- (b) My written revocation;
- (c) A court order;
- (d) The death, incapacity, or resignation of my Agent (unless a successor agent has been designated).

The authority granted under this power of attorney may not be exercised on my behalf after my death. Third parties who, in good faith and without knowledge of my death or revocation, rely on this power of attorney are protected as though the power of attorney were still in effect.

---

## 8. Acceptance by Third Parties

Under Texas Estates Code Section 751.201, a person who is presented with this power of attorney by my Agent may not require an additional or different form of power of attorney for authority granted in this power of attorney.

A person who in good faith accepts this power of attorney without actual knowledge that the power of attorney has been revoked, is not valid, or that the Agent is exceeding the scope of authority, may rely on the power of attorney as though it were genuine, valid, and within the scope of authority.

I agree to hold harmless and indemnify any third party who acts in good faith reliance on this power of attorney.

A person who is asked to accept this power of attorney must accept it or request a certification, translation, or opinion of counsel within a reasonable time (not to exceed 10 business days). Failure to comply may subject the person to court-ordered acceptance, damages, and reasonable attorney's fees.

## SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

### Principal

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

### Agent (Attorney-in-Fact)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_