

ENHANCED  
DURABLE  
FINANCIAL  
POWER  
OF  
ATTORNEY

Provided by

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This form is provided as a public service and is not intended as legal advice concerning your particular needs and circumstances. If you have questions regarding the operation and legal effect of this document, we recommend that you contact legal counsel of your choice.

The Idaho Legislature has adopted a form for a financial power of attorney [Chapters 12 and 14, Title 15 of the Idaho Code]. This document includes the statutory language along with other sections to make it possible for someone [the principal], to nominate others [the agent], to conduct certain business on behalf of the principal. The following instructions are provided to assist individuals to complete this form. They are not intended as legal advice.

## INSTRUCTIONS

### ENHANCED DURABLE FINANCIAL POWER OF ATTORNEY

- 1) Fill in your name and the name, address, and phone number of your first agent on page 1.
- 2) Fill in the name, address, and phone number of the first and second successor agents on page 2.
- 3) Initial the blank in front of “All Preceding Subjects” at the bottom of page 2, if you want to include all of the subjects or you may initial next to each individual subject you wish to grant.
- 4) Fill in the date and print your name, address, and phone number on page 9
- 5) Fill in the names of your agents that you want to serve together (jointly) on page 8. If you want each named agent on pages 1 and 2 to serve alone DO NOT fill in these blanks on page 8.
- 6) Sign the document on page 9 before a Notary Public and have the document notarized on page 9.
- 7) Print your name on the first blank line on page 1 of Agent’s Duties. DO NOT fill in the second blank on page 1 of Agent’s Duties.
- 8) DO NOT fill in any blanks on the Agent’s Certification.

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## ENHANCED DURABLE FINANCIAL POWER OF ATTORNEY

This power of attorney is to be governed and interpreted as provided under Chapters 12 and 14, Title 15, of the Idaho Code.

### Important Information:

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent can make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney Act, Chapter 12, Title 15, Idaho Code. This power of attorney does not authorize the agent to make health care decisions for you. You should select someone you trust to serve as your agent. The agent's authority will continue until your death unless you revoke the power of attorney or the agent resigns. Your agent is entitled to reasonable compensation unless you state otherwise in the Special Instructions. This form provides for designation of one (1) agent. If you wish to name more than one (1) agent, you may name a co-agent in the Special Instructions. Co-agents are not required to act together unless you include that requirement in the Special Instructions. If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent. This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions. If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

### Designation of Agent:

I, \_\_\_\_\_, name the following person as my agent:

Name of Agent: \_\_\_\_\_

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

Agent's Phone Number: (\_\_\_\_\_) \_\_\_\_\_

**Designation of Successor Agents(s) (Optional):**

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent: \_\_\_\_\_

Successor Agent's Address: \_\_\_\_\_  
\_\_\_\_\_

Successor Agent's Phone Number: (\_\_\_\_\_) \_\_\_\_\_

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of Second Successor Agent: \_\_\_\_\_

Second Successor Agent's Address: \_\_\_\_\_  
\_\_\_\_\_

Second Successor Agent's Phone Number: (\_\_\_\_\_) \_\_\_\_\_

**Grant of General Authority:**

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Uniform Power of Attorney Act, Chapter 12, Title 15, Idaho Code:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All preceding Subjects" instead of initialing each subject.)

- (\_\_\_\_\_) Real Property
- (\_\_\_\_\_) Tangible Personal Property
- (\_\_\_\_\_) Stocks and Bonds
- (\_\_\_\_\_) Commodities and Options
- (\_\_\_\_\_) Banks and Other Financial Institutions
- (\_\_\_\_\_) Operation of an Entity or Business
- (\_\_\_\_\_) Insurance and Annuities
- (\_\_\_\_\_) Estates, Trusts, and Other Beneficial Interests
- (\_\_\_\_\_) Claims and Litigation
- (\_\_\_\_\_) Personal and Family Maintenance
- (\_\_\_\_\_) Benefits from Governmental Programs or Civil or Military Service
- (\_\_\_\_\_) Retirement Plans
- (\_\_\_\_\_) Taxes
- (\_\_\_\_\_) **All Preceding Subjects**

### **Limitation on Agent's Authority:**

An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

In addition, an Agent MAY NOT use this power of attorney to alter or amend my estate plan unless I have included that authority in the Special Instructions.

### **Special Instructions:**

#### **A. Gifting:**

I specifically authorize the agent(s) appointed under this durable power of attorney, the right to exercise this withdrawal power, during my life, in a manner that reflects the ultimate distribution of my estate as provided by my Last Will and Testament, or other testamentary documents. I do not prohibit such self-dealing and do not consider it a breach of fiduciary duty, because my goal is to take advantage of all state and federal assistance programs, as allowed by state and federal law.

#### **B. Nomination of Conservator:**

If it becomes necessary for a court to appoint a conservator of my estate, I nominate the individuals that I have selected as my agents in this power of attorney in the order of preference indicated above.

If the Court appoints a conservator for my estate, this power of attorney shall be void upon such appointment.

#### **C. Specific Grants of Power:**

I give my true and lawful agent the following powers to act for me for me, in my name, place, and stead, on my behalf, and for my use and benefit:

1. General Powers: To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform in connection with, arising from or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever;

I grant to said agent full power and authority to do, take and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully as I might or

could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said agent, or that person's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

2. Personal and Real Property Powers:

a. To request, ask, demand, sue for, recover, collect, receive, hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, choses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter become, owned by, due, owing, payable, or belonging to me or in which I have or may hereafter acquire interest, to use and take all lawful means and equitable and legal remedies, procedures, and writs in my name and for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for me, on my behalf, and in my name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same;

b. To lease, sell, purchase, convey, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, conveyance, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest therein, on such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper;

c. To maintain, repair, improve, manage, insure, rent, lease, sell, or convey, subject to liens, mortgages, and deeds of trust, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, in my behalf, and in my name and under such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper;

d. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf, and in my name;

e. To make, receive, sign, endorse, execute, acknowledge, deliver and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages,

assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debt, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

3. Safe Deposit Box: To have access at any time or times to any safe deposit box rented by me, wheresoever located, to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box. 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.

4. Tax Powers: To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 1980 and 2050; to pay taxes due, collect and make such disposition of refunds as my agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which I am entitled; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods between the years 1980 and 2050 before all officers of the Internal Revenue Service and state and local authorities accountants and other tax and financial advisors and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility.

This power of attorney shall not be affected by the subsequent disability of the principal.

5. Pets: I hereby authorize my attorney-in-fact appointed under this document, or the Trustee of my Trust, or the Personal Representative of my estate, to make appropriate arrangements for the care and placement of any pets and animals I may own at any time I am unable to care for them.

6. Digital Assets: I authorize my agent to access any digital assets as provided under Chapter 14 , Title 15 of the Idaho Code, I have, either in my own name or jointly with anyone, including but not limited to online accounts, e0mail, bank accounts, brokerage accounts, Internet service providers, retail vendors, utilities, mutual funds and the like. My agent is authorized to change my username and password as necessary to gain access to my accounts or information, and to open new accounts and close accounts as my agent determines is necessary and in my best interests. My agent is authorized to transfer funds among my accounts as my agent deems necessary.

7. Other Powers: With this provision, I provide every proper power necessary to carry out the purposes for which this power is granted, with full power of substitution and revocation, hereby ratifying and affirming that which my agent's listed on pages one and two shall lawfully do or cause to be done by himself or herself by virtue of the power herein conferred.

D. Release of Information:

My Agent may release and obtain, as the case may be, any and all 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 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.

If my Agent is an attorney-at-law or other accounting or financial professional, the professional regulations of my Agent's profession and federal law may prohibit my Agent from releasing information about my financial affairs to others if I am a client of my Agent. This instrument, therefore, is a limited waiver of any privilege (such as the attorney-client privilege) that I have established with any



Agent as a client. The privilege is waived for the limited purpose of permitting my Agent to perform his or her duties under this power of attorney.

E. Revoke Prior Powers:

I hereby revoke any Powers of Attorney that I have previously signed, except for any power of attorney for health care purposes and any power of attorney issued to a financial institution.

F. Compensation:

My Agent may receive reasonable compensation and may reimburse himself or herself for all reasonable expenses incurred for carrying out any provision of this power of attorney.

G. Liability of Agent:

I release and discharge any Agent acting in good faith from any and all civil liability and from all claims or demands of all kinds whatsoever by me, my estate, and my heirs, successors and assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. This protection extends to the estate, heirs, successors and assigns of my Agent.

H. Required Accounting:

My current serving agent (referred to as Agent #1) shall provide accountings of his/her handling of my finances, including but not limited to receipts, disbursements, transfers between accounts, withdrawals from retirement accounts, changes in beneficiary on any of my assets, gifts, sales or purchases, to the other named agents in this Power of Attorney at least every six months, or more frequently as my other named agents request. If Agent #1 does not provide an accounting to the others within sixty (60) days of a written request, then I terminate Agent #1's power and I authorize the next nominated agent to notify Agent #1 and all parties, persons and financial institutions where my assets are held that Agent#1's authority has been terminated in accordance with the terms of this power of attorney.

I. Headings:

The underlined paragraph headings are for convenience only. They are not a part of this document and shall not be used to interpret or construe this Durable Power of Attorney.

J. Effective Date:

This power of attorney is effective immediately.

K. Effect of Subsequent Disability of Principal:

This power of attorney shall not be affected by the subsequent disability of the principal.

L. 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.

M. Reliance on this Power of Attorney:

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it is terminated or invalid.

N. Liability for Refusal to Accept an Acknowledged Power of Attorney:

I incorporate by reference herein Idaho Code Section 15-12-120, which sets forth the liability of an individual who refuses to accept this power of attorney.

O. Co-Agents:

I hereby direct that \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_, the persons named as Successor Agents on page 2 of this Durable Power of Attorney, shall act jointly, or the survivor shall serve as sole agent.

Dated \_\_\_\_\_, 20\_\_\_\_.

Sign your name \_\_\_\_\_

Print your name: \_\_\_\_\_

Print your address: \_\_\_\_\_

\_\_\_\_\_

Your phone number: (\_\_\_\_) \_\_\_\_\_

STATE OF IDAHO )

: ss.

County of \_\_\_\_\_)

On \_\_\_\_\_, 20\_\_\_\_, before me personally  
appeared \_\_\_\_\_, known to  
me to be the person whose name is subscribed to the within instrument, and  
acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day  
and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for Idaho  
Residing at \_\_\_\_\_, Idaho.  
My commission expires \_\_\_\_\_.

## IMPORTANT INFORMATION FOR AGENT

### Agent's Duties

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) Act in good faith;
- (3) Do nothing beyond the authority granted in this power of attorney; and
- (4) Disclose your identity as an agent whenever you act for the principal by signing the name of the principal and signing your own name as "agent" in the following manner:

\_\_\_\_\_ by \_\_\_\_\_, as agent

Unless the Special Instructions in this power of attorney state otherwise, you must also:

- (1) Act loyally for the principal's benefit;
- (2) Avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) Act with care, competence and diligence;
- (4) Keep a record of all receipts, disbursements, and transactions conducted for the principal;
- (5) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (6) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

## **Termination of Agent's Authority**

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

- (1) Death of the principal;
- (2) The principal's revocation of the power of attorney or your authority;
- (3) The occurrence of a termination event stated in the power of attorney;
- (4) The purpose of the power of attorney is fully accomplished; or
- (5) A legal action is filed with a court to end your marriage to the principal, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

## **Liability of Agent**

The meaning of the authority granted to you is defined in the act. If you violate the act or act outside the authority granted, you may be liable for any damages caused by your violation.

**IF THERE IS ANYTHING ABOUT THIS DOCUMENT OR YOUR DUTIES THAT YOU DO NOT UNDERSTAND, YOU SHOULD SEEK LEGAL ADVICE.**

15-12-302. AGENT'S CERTIFICATION. The following optional form may be used by an agent to certify facts concerning a power of attorney.

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

STATE OF IDAHO    )  
  : ss  
County of \_\_\_\_\_)

I, \_\_\_\_\_, certify  
under penalty of perjury that \_\_\_\_\_, the 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) The Principal is alive and has not revoked the Power of Attorney or  
my authority to act under the Power of Attorney and that the Power of Attorney  
and my authority to act under the Power of Attorney have not terminated;

(2) If the Power of Attorney was drafted to become effective upon the  
happening of an event or contingency, the event or contingency has occurred;

(3) If I was named as a successor agent, that the prior agent is no longer  
able or willing to serve; and

(4) (Insert other relevant statements):

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

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

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

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

Agent's Phone Number: (\_\_\_\_) \_\_\_\_\_

STATE OF IDAHO )

: ss

County of \_\_\_\_\_)

On \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of Idaho, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for Idaho

Residing at \_\_\_\_\_

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