**Durable Limited Power of Attorney**

**for Management of Business**

**Upon Incapacity or Inability to Manage for Any Reason**

1. **Designation of Agent.**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_**[Your Title of Authority]\_\_\_**, appoint \_\_\_\_\_\_\_**[Designated Person]**\_\_\_\_\_\_\_\_, as my Agent for the purposes and under the circumstances provided herein. If \_\_**[Designated Person]\_\_** should be or become unable or unwilling to serve as my Agent for these limited purposes, then I appoint \_\_\_**[Alternate Designated Person]**\_\_\_, as my Successor Agent for the purposes and under the circumstances provided herein. The term “*Agent*,” as used herein, shall refer to the initial and Successor Agent unless otherwise provided herein.

1. **Effective Date and Durability.**

This Power of Attorney shall become effective only upon the occurrence of one or more of the following:

1. upon written certification by my physician (or, if I do not have a regular physician, a duly qualified physician selected by \_\_\_\_\_**\_ [consider spouse or children, acting unanimously]**)­­­\_ that by reason of accident, physical or mental deterioration, or other similar cause, I have become incapacitated and/or unable to act rationally or prudently in the management of my business: \_\_\_\_\_\_\_\_\_\_**[Name of Business and Location]**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to as Business);
2. upon my written request provided to my Agent, acknowledging that I will be unable to manage my Business and/or otherwise carry on the operation of my Business for a time period to be specified in such written notice; or
3. upon written notice from a family member or a member of my leadership team of my disappearance, or if I am otherwise unavailable, for a period of at least one week; provided that “disappearance” as used herein shall mean that my whereabouts are unknown to any immediate family members and my leadership team and such individuals are unable to contact or locate me.

The presumption shall be that my incapacity shall be of a temporary nature (such incapacity shall be a “*Temporary Disability*”), except where 1) the physician rendering a written opinion as to my condition states that the incapacity is believed to be of a permanent nature; or 2) such incapacity has persisted for a period exceeding six (6) months from the date Agent received notice of the incapacity (referred to a “*Permanent Disability*”). Similar evidence to that required in Paragraph 2 (a)-(c) may be relied on by Agent that I am no longer incapacitated.

This Power shall continue to be effective until the earlier of my recovery from my incapacitation or my death; provided however, that this Power may be revoked by me as to my Agent at any time by providing written notice to such Agent.

1. **HIPAA Aurthorization.**

I authorize the physician who examines me for the purpose of determining my capacity or incapacity as provided above in this Durable Limited Power of Attorney to disclose my physical or mental condition to my Agent for purposes provided in this Durable Limited Power of Attorney. Effective on the execution of this Durable Limited Power of Attorney, my Agent is designated as my “personal representatives” as defined in 45 C.F.R. § 164.502(g), enacted pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as the same may be amended, for any purpose related to this Durable Limited Power of Attorney or the determination of capacity/incapacity, including without limitation the authorization to release physician’s final determination of my capacity or incapacity.

1. **Limited Powers of Agent during Temporary (or Permanent) Disability.**

My Agent (and Successor Agent) and I have executed a Succession Agreement dated \_\_\_\_\_\_\_\_\_\_\_ \_\_, 20\_\_ (“Succession Agreement”) that governs the management of my Business upon my death, incapacity, or inability to manage my Business for any reason. A copy of the Succession Agreement is attached to this Power of Attorney as **Exhibit A**.

My Agent shall have the power and authority to perform any and all duties, to take any and all actions, and to execute any and all documents and agreements necessary to comply with the terms of that Succession Agreement and my Agent shall act in accordance with such Succession Agreement at all times that my Agent is serving hereunder. Without limiting the foregoing, my Agent shall have the specific powers granted in the Succession Agreement during any period in which I am subject to a Temporary (or Permanent) Disability.

1. **Liability of Agent.**

My Agent shall not be liable for any loss sustained through an error of judgment made in good faith, but shall be liable for gross negligence, willful misconduct or bad faith in the performance of any of the provisions of this Power of Attorney.

1. **Compensation of Agent.**

My Agent shall be compensated pursuant to the terms of the Succession Agreement and my Agent agrees that any services performed as my Agent hereunder will be done without compensation apart from that provided under the terms of the Succession Agreement, either during my life or upon my death, but my Agent shall be entitled to reimbursement for all reasonable expenses incurred as a result of carrying out any provisions of this Power of Attorney.

1. **Accounting by Agent.**

Upon my request, the request of my Conservator, or the request of the personal representative of my Estate, or the request of the Trustee of my Trust, my Agent shall provide a complete accounting as to all acts performed pursuant to this Power of Attorney.

1. **Protection of Third Parties.**

No person who relies in good faith upon any representations by my Agent shall be liable to me, my Estate, my heirs or assigns, for recognizing the Agent’s authority hereunder.

**EXECUTED** on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_.

**[Your Name]**

**STATE OF \_\_\_\_\_\_\_\_\_ )**

**) ss:**

**COUNTY OF \_\_\_\_\_\_\_\_\_ )**

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_\_\_\_, personally appeared **[Your Name]**,to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that such person executed the same as such person’s voluntary act and deed.

**NOTARY PUBLIC – STATE OF \_\_\_\_\_\_\_\_**

**My Commission Expires:**