

FINANCIAL POWER OF ATTORNEY

A Financial Power of Attorney (FPOA) is a document that lets someone you trust manage your property and finances temporarily. The person you choose is called your agent. Your agent can do things like pay bills, cover your children's expenses, and sell or rent out your home. You decide what powers your agent has. There is a sample Financial Power of Attorney on this website.

Who should I pick as my agent?

Your agent can be any trusted adult. Your agent can be your child's caretaker. If you choose different people to be your agent and child's caretaker, you should provide instructions in your FPOA about providing money to the caretaker of your child.

You should pick someone you trust because they will have power over your bank accounts and any other property you want them to manage.

Key points about an FPOA:

- It is a private agreement, not a court order. You do not need to go to court for this document to be in effect.
- You specify which accounts and property your agent can access and control.
- You can decide when the FPOA starts and ends.
- You can end the FPOA in writing anytime using a special form called the can a Revocation of Financial Power of Attorney. A sample Revocation of FPOA is on this website.
- Your bank may have additional forms to give someone access to your account. Please contact your bank to ask if your agent will need any forms other than the power of attorney to access your account.

Steps to Complete an FPOA:

1. Complete the form

- Fill out all the blanks on the FPOA form. You need to say:
 - who should be your agent
 - what powers you want your agent to have
 - when the FPOA should start

2. Notarization:

- Sign and notarize two original copies of the FPOA.
- If you are signing the FPOA in a language other than English, you should sign two copies in that language and two in English.
- The FPOA must be notarized. This means a notary public must check that you are who you say you are when you sign the FPOA.
- To get your document notarized, you need to show the notary a current (not expired) ID from any government office. This can be a passport, driver's license, or a non-driver identification card. If you use a different government ID, it must have your signature or photo. If you do not

have an ID, the notary public may be able to use another identity verification process. You may contact the notary to ask them how they want to do this.

3. Keeping Copies:

- Make two original copies of the FPOA.
- Keep one for yourself. Give one to your agent. Keep your copies in a safe place like a fireproof box nearby for when you need to access it.
- Make a digital copy of the FPOA. You can take photos or scan it into your phone. Send a copy to your agent.

Frequently Asked Questions

Q: I own a home, and if I can't pay my mortgage, I will lose my house. What can I do to protect my home if I am deported?

A: There are two main things you can consider:

1. **Selling your home:** You can use a FPOA to have an agent help you sell your home. You should keep the documentation of any sale to document any cash you get.
2. **Have an agent care for your property:** You can use a FPOA to have an agent pay your mortgage and care for your property while you are unavailable.

You may want to consult with a real estate attorney and/or an estate planning attorney about whether you should transfer the deed to your home to your agent or your children.

Q: What can I do with a car I own?

A: Here are some options for a car:

- **Sell Your Car for Cash:** This is the straightforward solution if you don't plan to use the car in the near future. You should keep the documentation about the title and how you got the cash in order to be able to deposit that cash in many bank accounts in other countries.
- **Give the power to care for your car through an FPOA:** Have your agent care for your car. You can give the power to care for your car through a FPOA.
- **Transfer Ownership or Add Someone to the Title:** You can transfer your car to someone else or add them to the title, which is the record of ownership.

However, simply adding someone to the title or executing an FPOA isn't enough if you plan to keep the car. Make sure to also consider the following:

- **Maintain Car Insurance:** Ensure your car remains insured. Discuss with your insurance provider the implications of transferring ownership or having someone else drive your car for an extended period.
- **Update Car Registration:** Make sure your car's registration accurately reflects its current ownership status. Your agent can do this with a FPOA.
- **Consult Professionals:** It's crucial to seek advice from an experienced attorney, your insurance provider and the Department of Motor Vehicles (DMV) for proper guidance, especially if you don't own your car outright and still owe money on a car loan.

FINANCIAL DURABLE POWER OF ATTORNEY
OF

INSERT NAME

- I. THIS POWER OF ATTORNEY AUTHORIZES THE PERSON NAMED BELOW AS MY AGENT TO SELL, LEASE, GRANT, ENCUMBER, RELEASE, OR OTHERWISE CONVEY AN INTEREST IN MY REAL PROPERTY AND TO EXECUTE DEEDS AND OTHER INSTRUMENTS FOR ME. I GIVE MY AGENT THIS POWER FOR (INITIAL ONE):
- II. () ALL MY REAL PROPERTY.
- III. () ONLY THE SPECIFIC PROPERTY DESCRIBED AS FOLLOWS:
- IV. _____.
- V. ARTICLE I. DECLARATIONS

I, **FULL NAME**, presently residing at **FULL ADDRESS**, appoint **NAME**, presently residing at **FULL ADDRESS**, as my Attorney-in-Fact (hereinafter called my Agent). If SHE/HE is unable or unwilling to act for any reason, I appoint **NAME**, presently residing at **FULL ADDRESS**, as my successor Agent. I hereby revoke all other financial powers of attorney that I have executed prior to my signing of this document.

This is intended to be a durable power of attorney *which shall become* effective either (1) upon my incapacity, as determined by two physicians, one of whom shall be my attending physician; or (2) upon the occurrence of an adverse immigration event. For the purposes of this power of attorney, an “adverse immigration event” means any event resulting in my temporary or sustained incarceration, or any of the following events:

(A) My arrest or apprehension by any local, state, or federal law enforcement officer for an alleged violation of federal immigration law;

(B) My arrest, detention, or custody by the Department of Homeland Security or a federal, state, or local agency authorized or acting on behalf of the Department of Homeland Security;

(C) My departure from the United States under an order of removal, deportation, exclusion, voluntary departure, or expedited removal, or a stipulation of voluntary departure;

(D) The denial, revocation, or delay of the issuance of a visa or transportation letter by the Department of State;

(E) The denial, revocation, or delay of the issuance of a parole document or reentry permit by the Department of Homeland Security; or

(F) The denial of admission or entry into the United States by the Department of Homeland Security or other local or state officer acting on behalf of the Department of Homeland Security.

Once effective, this power of attorney shall not be affected by my subsequent disability or incapacity, or by lapse of time. It shall remain in effect until my death unless revoked in accordance with Article III below. All acts lawfully done by my Agent during any period in which this power of attorney is in effect shall have the same effect and inure to the benefit of and bind me, my heirs, devisees, legatees and personal representatives as if I were mentally competent and not disabled. I hereby, for myself, my heirs, devisees, legatees and personal representatives, ratify and confirm whatever my Agent may do under this instrument.

VI. ARTICLE II. POWERS OF MY AGENT

My Agent shall have the below described powers to act for me and in my name in all matters enumerated below and to do all those things that I could if personally present.

The following powers that I have initialed are granted to my Agent to be used for my benefit and on my behalf.

1. _____ **Banking.** To open, enter, withdraw, deposit, close, negotiate, endorse and transfer any instrument affecting any commercial, checking, savings, savings and loan, money market and mutual fund accounts in my name or opened for my benefit.
2. _____ **Safety Deposit Box.** To enter any safety deposit box I may have rented or leased in my name at any financial institution and to withdraw the contents thereof at any time, and to lease a safety deposit box in my name or in my Agent's name in his or her capacity as my Agent.
3. _____ **Arranging Care and Family Maintenance.** To do all acts necessary for maintaining my customary standard of living and those whom I have customarily supported, to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my or those whom I have customarily supported existing living quarters, including interest, amortization payments, repairs and taxes, to provide clothing, transportation, medicine, food, homemakers, care aids and incidentals and if necessary to make all necessary arrangements, contractual or otherwise, for me and my dependents at any hospital, hospice, nursing home, convalescent home or similar establishment.
4. _____ **Employment of Experts.** To hire and pay from my funds for physicians, dentists, any other health care provider, accountants, attorneys at law, custodians, investment counsel, real estate agents, or other persons, and to do so without liability for any neglect, omission or misconduct of any such persons, and to dismiss any such persons at any time with or without cause.
5. _____ **Provide for My Welfare and That of My Family.** To arrange, for myself and those I have customarily supported, for transportation, recreation and travel, to

provide for my spiritual needs, and to provide for companionship, support groups, community events, and so forth.

6. _____ **Securities.** To open accounts with stockbrokers to buy, sell, endorse, transfer, hypothecate and borrow against any shares of stock, bonds, or U.S. Treasury Bills and Notes and any other type of U.S. Treasury security, and any other documents or instruments defined as securities under law, and to vote securities in person or by proxy.
7. _____ **Notes Receivable.** To collect on, compromise, endorse, borrow against, hypothecate, release and convey any promissory note receivable, secured or unsecured, or any accounts receivable note and any related deed of trust.
8. _____ **Real Property.** To collect rents, disburse funds, keep in repair, hire professional property managers, lease to tenants, negotiate and renegotiate leases, borrow against, renew any loan, sign any documents required for such transactions, and to buy or sell any real property without the need for prior court approval.
9. _____ **Manage Property.** To partition property to create separate property for me, to disclaim or release any powers or interest which I may have in any property, to manage tangible personal property, including but not limited to, moving, storing, selling, donating, or otherwise disposing of it.
10. _____ **Contracts.** To enter into, perform, modify, extend, cancel, compromise, enforce, or otherwise act with respect to any contract, instrument or similar document of any sort whatsoever, including but not limited to, deeds, leases, and mortgages, and to pay any money or to transfer title and possession to any real or personal property that may be required to be paid or transferred by any such contract, instrument, or similar document or in the performance of any obligation entered into or incurred by me or on my behalf.
11. _____ **Taxes.** To sign my name to income and other tax returns, to hire preparers and advisors and pay for their services from my funds, to execute IRS Form 2848, Power of Attorney and Declaration of Representation, and other documents, to receive and cash refunds, to prepare, sign and file estimates, waivers, consents, protests, refund claims, requests for rulings, agreements and petitions (including petitions to the Tax Court of the United States); and to represent me and to hire counsel to represent me before any governmental agency or court.
12. _____ **Retirement Accounts, Social Security, Benefits, Insurance.** To execute other local or national governmental reports, applications and documents and vouchers, including retirement and disability elections, and to apply for, receive and manage all aspects of my interests in retirement benefit plans (including but not limited to IRA, 401K, Keogh, and ESOP accounts), Social Security, Medicare and other life, health, long term care or disability insurance including but not limited to applying for, amending and terminating such policies, and in connection with any plan

or policy, to execute options under, borrow against, cancel, surrender for cash value, and change beneficiaries.

13. _____ **Legal Action.** To institute, prosecute, defend, collect, compromise and settle any legal or equitable actions, claims, debts, bequests, devises, inheritances or interest which I now have or may hereafter have.
14. _____ **Advance Funeral Arrangements.** To make advance arrangements for my funeral or disposition of my remains on my behalf.
15. **Borrow Money, Credit Cards.**
 - a. My agent **CHOOSE ONE: shall or shall not** be empowered to borrow money on my behalf, except in the use of credit card accounts in existence at the time of my incapacity.
 - b. My agent **CHOOSE ONE: shall or shall not** be empowered to use my credit cards on my behalf if prudent to obtain necessary items and services to meet my needs.
16. _____ **Loans.** To repay loans on my behalf from my funds.
17. _____ **Trusts.** To create one or more trusts for my benefit and to contribute and receive income and principal from them; to represent me in any and all matters arising out of my interest in any trust of which I am the settlor or beneficiary, and to exercise any power which I now or may hereafter have with respect to any trusts, including the power to make withdrawals, alter, amend or revoke, in whole or in part, any trust.
18. _____ **Renounce or Resign Fiduciary.** To renounce or resign any fiduciary position to which I have been appointed or in which I am serving, including, but not limited to any position as executor, administrator, trustee, guardian, attorney-in-fact, agent or officer or director of a corporation, and in connection with such resignation, to file an accounting with a court of competent jurisdiction or agree to settlement by way of receipt and release or such other informal method as my Agent shall deem advisable.
19. _____ **Renounce or Disclaim Property.** To renounce or disclaim any property or interest in property or powers to which I may become entitled, whether by gift, bequest, testate or intestate succession, beneficiary, or any other means.
20. **Gifts.**
 - a. My Agent **CHOOSE ONE: shall or shall not** be empowered to make gifts on my behalf.
21. _____ **Execute Documents.** To execute on my behalf the documents necessary to carry out the authorizations described above.

22. _____ **HIPAA: Medical Records.** I authorize all health care providers to release to my agent and I give consent to the use and disclosure by my agent of protected health information about me for treatment, payment and health care operations. I further consent to the use and disclosure by my agent of my protected health information for the purposes of treatment, payment for services and healthcare operations.
23. _____ **Electronic Access.** My Agent shall have full power over and authority to access, continue, or cancel any email accounts, cloud accounts, website accounts, blogs, or other electronic accounts that I may own or have access to, including, but not limited to, Facebook, eBay, PayPal, Google, Twitter, Apple, LinkedIn, Amazon, MySpace, or any other such electronic service, website or account in the same manner that I could (and to receive a refund of any monies or property owed to or owned by me). **I also authorize my Agent to access all of my digital assets and the content of all of my electronic communications. I am the sole user of the Apple ID, WhatsApp, Facebook, and Google accounts associated with**

Apple ID: _____
 Gmail address: _____
 WhatsApp: _____
 Facebook logon: _____
 Other emails: _____

For the purpose of accessing digital assets and the content of electronic communications, my Agent acts with my authorization and lawful consent.

VII. ARTICLE III. REVOCATION, TERMINATION, INDEMNIFICATION

This Financial Durable Power of Attorney may be amended or revoked by me, and any Agent or successor Agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent and all successor Agents.

Any persons or institutions to which this Financial Durable Power of Attorney is presented may continue to rely on it until they receive written notice that it is revoked or actual notice of my death. They shall be held harmless by me, my estate, legal and personal representatives, heirs and beneficiaries against any liability or loss that they may incur by relying on this Financial Durable Power of Attorney after termination or revocation but before they receive notice of revocation, or at any time because of wrongful acts, omissions, or representations of my Agent.

My Agent is authorized to take appropriate legal action against any person or institution that refuses to honor this Financial Durable Power of Attorney unless such person or institution has received written notice that this Financial Durable Power of Attorney is revoked or has actual knowledge of my death. Further, my Agent shall be indemnified and held harmless for all acts lawfully performed hereunder and for all decisions made by my Agent in his or her sound discretion not to perform acts that he or she could lawfully perform hereunder.

VIII. ARTICLE IV. OTHER PROVISIONS

My Agent shall serve without compensation, except for reimbursement of out-of-pocket expenses incurred in the course of conducting affairs on my behalf.

In the event an action is brought by any party in a court of competent jurisdiction for appointment of a guardian or conservator, and such action is not dismissed by the court due to my execution of this instrument, I nominate my Agent to serve as guardian or conservator, unless such action was brought as a result of allegation that my Agent has acted contrary to the instructions herein, or my best interests, and such allegation is found to be warranted by the court.

If any of the provisions of this Financial Durable Power of Attorney are held to be invalid, only the specific provision declared invalid shall be affected, and all other provisions not directly dependent thereon shall remain in full force and effect.

The headings in this Financial Durable Power of Attorney have been inserted for convenient reference and shall be ignored in its construction.

I HEREBY sign my name to this Power of Attorney this _____ day of _____, _____.

I. FULL NAME

AFFIRMATION OF IDENTIFICATION [NOTE FOR DRAFTING PURPOSES: THIS SECTION (AFFIRMATION OF IDENTIFICATION) IS TO BE USED ONLY IF THE INDIVIDUAL DOES NOT HAVE VALID IDENTIFICATION].

I, NAME of AFFIRMANT, do solemnly declare and affirm under penalty of law, including penalty of perjury, that FULL NAME is personally known to me and that she is the person who appeared and executed the foregoing Financial Durable Power of Attorney on _____, _____.

NAME OF AFFIRMANT

District of Columbia

I, a Notary Public, within and for the District of Columbia, do hereby certify that the foregoing Power of Attorney was this day produced to me in the District of Columbia by FULL NAME was executed and acknowledged by FULL NAME to be her free act and voluntary deed.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public

My Commission expires: _____

First Witness

Signature: _____

Print Name: _____

Address: _____

Date: _____

Second Witness

Signature: _____

Print Name: _____

Address: _____

Date: _____

a.

b.

EXHIBIT B

REVOCATION OF FINANCIAL POWER OF ATTORNEY

I, _____, presently residing at

_____, hereby
revoke all powers of attorney executed by me at any time prior to
the date of this revocation, including any and all documents
granting a Power of Attorney to _____.

I do not authorize _____ or any other person to
take any legal or financial action on my behalf.

I HEREBY sign my name to this Power of Attorney
Revocation this _____ day of
_____, 20__.

(1) District of Columbia

Name

District of Columbia

I, a Notary Public, within and for the District of Columbia, do hereby certify that the foregoing
Power of Attorney Revocation was this day produced to me in the District of Columbia by the
Principal and was executed and acknowledged by the Principal to be the Principal's free act and
voluntary deed. SUBSCRIBED AND SWORN TO before me this day of __, 20__.

Notary Public

My Commission Expires _____.