

DURABLE POWER OF ATTORNEY

I, _____, of ADDRESS HERE, appoint _____, of CAREGIVER'S ADDRESS, as my agent to act for me in any lawful way with respect to all of the following actions and transactions:

Financial activities:

To manage, handle, and oversee my financial transactions and accounts in any bank, savings and loan association, credit union, or other financial institutions in the United States.

To pay bills, withdraw funds, and make deposits in my name. To carry on the necessary repairs of the house or other residence of the child(ren) to keep the house/residence in liveable condition.

To engage in real estate transactions, including buying, selling, and leasing property on my behalf.

To collect debts owed to me, and handle all tax matters including filing tax returns and dealing with tax authorities in the United States.

Care of Children:

To take all necessary steps to care for, manage, and make decisions regarding the health, education, and welfare of my child(ren), CHILD(REN) NAMES HERE, during my absence or incapacitation in the terms in this document including to manage and pay for educational and child care expenses for the children including tuition, day care, extracurricular activities, and related to fees.

To enroll my children in school, consent to medical treatment, and make any other necessary arrangements regarding their daily care, living arrangements, and general well-being.

To receive any benefits on behalf of myself and the child(ren) to which any of us are entitled to under state rules or federal rules.

To obtain copies or originals of state-issued personal identification documents for the child(ren), including the child's birth certificate; and to the extent authorized under federal law, copies or originals of federally issued personal identification documents for the child, including the child's social security card.

To obtain and maintain health insurance coverage for the child and automobile insurance coverage for the child(ren). To manage healthcare finances for medical treatment, prescriptions and health insurance premiums for myself and the children.

To authorize my child(ren) to obtain permit driver license.

To authorize employment of the child(ren).

To make travel arrangement on behalf of the child(en) for destinations both inside and outside of the USA.

To retain and compensate legal, accounting or financial services as necessary.

General Matters:

To act in my name for any legal, governmental, or administrative proceedings in the United States, including dealing with governmental agencies regarding benefits, licenses, permits, and other matters.

LIMITATIONS ON POWERS

This power of attorney does not grant the agent authority to:

- Create, amend, or revoke a will on my behalf.
- Make gifts or donations of my property or my children’s property.

REIMBURSEMENT AND COMPENSATION

My agent is entitled to reimbursement of reasonable expenses incurred on my behalf but shall receive no compensation for serving as my agent.

EFFECTIVE DATE

This financial Power of Attorney will take effect when I am detained or deported and is given to make provision for the financial matters concerning myself and my child(ren), in the event that I am out of town, am unable to be located or reached, or am unable to make financial decisions for myself and my child(ren).

I agree that any third party who receives a copy of this document may act under it. Termination of this durable power of attorney is not effective as to a third party until the third party has actual knowledge of the termination. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. The meaning and effect of this durable power of attorney is determined by Texas law.

Signed this _____ day of _____, 20____

PARENT NAME HERE

STATE OF TEXAS §
 §
COUNTY OF _____ §

This document was acknowledged before me on _____ by _____.

Notary

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

When you accept the authority granted under this power of attorney, you establish a "fiduciary" relationship with the principal. This is a special legal relationship that imposes on you legal duties that continue until you resign or the power of attorney is terminated, suspended, or revoked by the principal or by operation of law. A fiduciary duty generally includes the duty to:

- (1) act in good faith;
- (2) do nothing beyond the authority granted in this power of attorney;
- (3) act loyally for the principal's benefit;
- (4) avoid conflicts that would impair your ability to act in the principal's best interest;
and
- (5) disclose your identity as an agent when you act for the principal by writing or printing the name of the principal and signing your own name as "agent" or "attorney in fact" in the following manner:

CAREGIVER NAME HERE

By CAREGIVER NAME HERE as agent

In addition, the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code) requires you to:

- (1) maintain records of each action taken or decision made on behalf of the principal;
- (2) maintain all records until delivered to the principal, released by the principal, or discharged by a court; and
- (3) if requested by the principal, provide an accounting to the principal that, unless otherwise directed by the principal or otherwise provided in the Special Instructions, must include:
 - (A) the property belonging to the principal that has come to your knowledge or into your possession;
 - (B) each action taken or decision made by you as agent;

- (C) a complete account of receipts, disbursements, and other actions of you as agent or attorney in fact that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;
- (D) a listing of all property over which you have exercised control that includes an adequate description of each asset and the asset's current value, if known to you;
- (E) the cash balance on hand and the name and location of the depository at which the cash balance is kept;
- (F) each known liability;
- (G) any other information and facts known to you as necessary for a full and definite understanding of the exact condition of the property belonging to the principal; and
- (H) all documentation regarding the principal's property.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates or suspends this power of attorney or your authority under this power of attorney. An event that terminates this power of attorney or your authority to act under this power of attorney includes:

- (1) the principal's death;
- (2) the principal's revocation of this power of attorney or your authority;
- (3) the occurrence of a termination event stated in this power of attorney;
- (4) if you are married to the principal, the dissolution of your marriage by court decree of divorce or annulment or declaration that your marriage is void, unless otherwise provided in this power of attorney;
- (5) the appointment and qualification of a permanent guardian of the principal's estate unless a court order provides otherwise; or
- (6) if ordered by a court, your removal as agent under this power of attorney. An event that suspends this power of attorney or your authority to act under this power of attorney is the appointment and qualification of a temporary guardian unless a court order provides otherwise.

Liability of Agent

The authority granted to you under this power of attorney is specified in the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code). If you violate the Durable Power of Attorney Act or act beyond the authority granted, you may be liable for any damages caused by the violation or subject to prosecution for misapplication of property by a fiduciary under Chapter 32 of the Texas Penal Code.

THE AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.