

**WISCONSIN BASIC POWER OF ATTORNEY FOR FINANCES AND PROPERTY**

NOTICE: THIS IS AN IMPORTANT DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS. BY SIGNING THIS DOCUMENT, YOU ARE NOT GIVING UP ANY POWERS OR RIGHTS TO CONTROL YOUR FINANCES AND PROPERTY YOURSELF. IN ADDITION TO YOUR OWN POWERS AND RIGHTS, YOU ARE GIVING ANOTHER PERSON, YOUR AGENT, BROAD POWERS TO HANDLE YOUR FINANCES AND PROPERTY. THIS BASIC POWER OF ATTORNEY FOR FINANCES AND PROPERTY MAY GIVE THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR FINANCES AND PROPERTY, WHICH MAY INCLUDE POWERS TO ENCUMBER, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THE POWERS WILL EXIST AFTER YOU BECOME DISABLED, OR INCAPACITATED, IF YOU CHOOSE THAT PROVISION. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. IF YOU OWN COMPLEX OR SPECIAL ASSETS SUCH AS A BUSINESS, OR IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN THIS FORM TO YOU BEFORE YOU SIGN IT.

IF YOU WISH TO CHANGE YOUR BASIC POWER OF ATTORNEY FOR FINANCES AND PROPERTY, YOU MUST COMPLETE A NEW DOCUMENT AND REVOKE THIS ONE. YOU MAY REVOKE THIS DOCUMENT AT ANY TIME BY DESTROYING IT, BY DIRECTING ANOTHER PERSON TO DESTROY IT IN YOUR PRESENCE OR BY SIGNING A WRITTEN AND DATED STATEMENT EXPRESSING YOUR INTENT TO REVOKE THIS DOCUMENT. IF YOU REVOKE THIS DOCUMENT, YOU SHOULD NOTIFY YOUR AGENT AND ANY OTHER PERSON TO WHOM YOU HAVE GIVEN A COPY OF THE FORM. YOU ALSO SHOULD NOTIFY ALL PARTIES HAVING CUSTODY OF YOUR ASSETS. THESE PARTIES HAVE NO RESPONSIBILITY TO YOU UNLESS YOU ACTUALLY NOTIFY THEM OF THE REVOCATION. IF YOUR AGENT IS YOUR SPOUSE OR YOUR DOMESTIC PARTNER AND YOUR MARRIAGE IS ANNULLED OR YOU ARE DIVORCED OR YOUR DOMESTIC PARTNERSHIP IS TERMINATED AFTER SIGNING THIS DOCUMENT, THE DOCUMENT IS INVALID.

SINCE SOME 3<sup>RD</sup> PARTIES OR SOME TRANSACTIONS MAY NOT PERMIT USE OF THIS DOCUMENT, IT IS ADVISABLE TO CHECK IN ADVANCE, IF POSSIBLE, FOR ANY SPECIAL REQUIREMENTS THAT MAY BE IMPOSED.

YOU SHOULD SIGN THIS FORM ONLY IF THE AGENT YOU NAME IS RELIABLE, TRUSTWORTHY AND COMPETENT TO MANAGE YOUR AFFAIRS.

I \_\_\_\_\_  
\_\_\_\_\_ (insert your name and address) appoint \_\_\_\_\_  
\_\_\_\_\_ (insert the name and  
address of the person appointed) as my agent to act for me in any lawful way with respect to the powers initialed below.  
If the person appointed is unable or unwilling to act as my agent, I appoint \_\_\_\_\_  
\_\_\_\_\_ (insert name and  
address of alternate person appointed) to act for me in any lawful way with respect to the powers initialed below.

TO GRANT ONE OR MORE OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

## HANDLING MY MONEY AND PROPERTY

*Initials*

\_\_\_\_1. **PAYMENT OF BILLS:** My agent may make payments that are necessary or appropriate in connection with the administration of my affairs.

\_\_\_\_2. **BANKING:** My agent may conduct business with financial institutions, including endorsing all checks and drafts made payable to my order and collecting the proceeds; signing in my name checks or orders on all accounts in my name or for my benefit; withdrawing funds from accounts in my name; opening accounts in my name; and entering into and removing articles from my safe deposit box.

\_\_\_\_3. **INSURANCE:** My agent may obtain insurance of all types, as considered necessary or appropriate, settle and adjust insurance claims and borrow from insurers and 3<sup>rd</sup> parties using insurance policies as collateral.

\_\_\_\_4. **ACCOUNTS:** My agent may ask for, collect and receive money, dividends, interest, legacies and property due or that may become due and owing to me and give receipt for those payments.

\_\_\_\_5. **REAL ESTATE:** My agent may manage real property; sell, convey and mortgage realty for prices and on terms as considered advisable; foreclose mortgages and take title to property in my name; and execute deeds, mortgages, releases, satisfactions and other instruments relating to realty.

\_\_\_\_6. **BORROWING:** My agent may borrow money and encumber my assets for loans as considered necessary.

\_\_\_\_7. **SECURITIES:** My agent may buy, sell, pledge and exchange securities of all kinds in my name; sign and deliver in my name transfers and assignments of securities; and consent in my name to reorganizations, mergers or exchange of securities for new securities.

\_\_\_\_8. **INCOME TAXES:** My agent may make and sign tax returns; represent me in all income tax matters before any federal, state, or local tax collecting agency; and receive confidential information and perform any acts that I may perform, including receiving refund checks and the signing of returns.

\_\_\_\_9. **TRUSTS:** My agent may transfer at any time any of my property to a living trust that has been established by me before the execution of this document.

## PROFESSIONAL AND TECHNICAL ASSISTANCE

*Initials*

\_\_\_\_10. **LEGAL ACTIONS:** My agent may retain attorneys on my behalf; appear for me in all actions and proceedings to which I may be a party; commence actions and proceedings in my name; and sign in my name all documents or pleadings of every description.

\_\_\_\_11. **PROFESSIONAL ASSISTANCE:** My agent may hire accountants, attorneys, clerks, workers and others for the management, preservation and protection of my property and estate.

## GENERAL AUTHORITY

*Initials*

\_\_\_\_12. **GENERAL:** My agent may do any act or thing that I could do in my own proper person if personally present, including managing or selling tangible assets, disclaiming a probate or nonprobate inheritance and providing support for a minor child or dependent adult. The specifically enumerated powers of the basic power of attorney for finances and property are not a limitation of this intended broad general power except that my agent may not take any action prohibited by law and my agent under this document may not:

- a. Make medical or health care decisions for me.
- b. Make, modify or revoke a will for me.
- c. Other than a burial trust agreement under section 445.125, Wisconsin Statutes, enter into a trust agreement on my behalf or amend or revoke a trust agreement, entered into by me.

- d. Change any beneficiary designation of any life insurance policy, qualified retirement plan, individual retirement account or payable on death account of the like whether directly or by canceling and replacing the policy or rollover to another plan or account.
- e. Forgive debts owed to me or disclaim or waive benefits payable to me, except a probate or nonprobate inheritance.
- f. Appoint a substitute or successor agent for me.
- g. Make gifts.

**COMPENSATION TO AGENT FROM PRINCIPAL'S FUNDS**

*Initials*

\_\_\_13. *COMPENSATION*: My agent may receive compensation only in an amount not greater than that usual for the services to be performed if expressly authorized in the special instructions portion of this document.

**ACCOUNTING**

*Initials*

\_\_\_14. *ACCOUNTING*: My agent shall render an accounting (monthly) (quarterly) (annually) (CIRCLE ONE) to me or to \_\_\_\_\_

\_\_\_\_\_ (insert name and address) during my lifetime and a final accounting to the personal representative of my estate, if any is appointed, after my death.

**NOMINATION OF GUARDIAN**

*Initials*

\_\_\_15. *GUARDIAN*: If necessary, I nominate \_\_\_\_\_ (name) of \_\_\_\_\_ (address) as guardian of my person and I nominate \_\_\_\_\_ (name) of \_\_\_\_\_ (address) as guardian of my estate.

**SPECIAL INSTRUCTIONS**

*Initials*

\_\_\_16. *SPECIAL INSTRUCTIONS*:  
ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS REGARDING THE POWERS GRANTED TO YOUR AGENT.

TO ESTABLISH WHEN, AND FOR HOW LONG, THE BASIC POWER OF ATTORNEY FOR FINANCES AND PROPERTY IS IN EFFECT, YOU MUST INITIAL ONLY ONE OF THE FOLLOWING 3 OPTIONS. IF YOU DO NOT INITIAL ONE, OR IF YOU INITIAL MORE THAN ONE, THIS BASIC POWER OF ATTORNEY FOR FINANCES AND PROPERTY WILL NOT TAKE EFFECT.

*Initials*

\_\_\_\_\_ This basic power of attorney for finances and property becomes effective when I sign it and will continue in effect as a durable power of attorney under section 243.07, Wisconsin Statutes, if I become disabled or incapacitated.

\_\_\_\_\_ This basic power of attorney for finances and property becomes effective only when both of the following apply:

- a. I have signed it; and
- b. I become disabled or incapacitated.

\_\_\_\_\_ This basic power of attorney for finances and property becomes effective when I sign it BUT WILL CEASE TO BE EFFECTIVE IF I BECOME DISABLED OR INCAPACITATED.

I agree that any 3<sup>rd</sup> party who receives a copy of this document may act under it. Revocation of this basic power of attorney is not effective as to a 3<sup>rd</sup> party until the 3<sup>rd</sup> party learns of the revocation. I agree to reimburse the 3<sup>rd</sup> party for any loss resulting from claims that arise against the 3<sup>rd</sup> party because of reliance on this basic power of attorney.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, (year)

\_\_\_\_\_ (Your Signature)

\_\_\_\_\_ (Your Social Security Number)

By signing as a witness, I am acknowledging this signature of the principal who signed in my presence and the presence of the other witness, and the fact that he or she has stated that this power of attorney reflects his or her wishes and is being executed voluntarily. I believe him or her to be of sound mind and capable of creating this power of attorney. I am not related to him or her by blood, marriage or adoption and, to the best of my knowledge, I am not entitled to any portion of his or her estate under his or her will.

**Witness**

Dated: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Witness**

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

State of \_\_\_\_\_

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

This document was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name of principal).

\_\_\_\_\_ (Signature of Notarial Officer)

(Seal, if any)

\_\_\_\_\_ (Title)

[My commission is permanent or expires: \_\_\_\_\_]

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

\_\_\_\_\_ (Name of Agent)

\_\_\_\_\_ (Signature of Agent)

This document was drafted by \_\_\_\_\_ (signature of person preparing the document).