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How to Complete Your Texas Statutory Durable Power of Attorney

Statutory Durable Power of Attorney (Texas Estates Code Section 752.051)

INSTRUCTIONS — KEEP FOR YOUR RECORDS. DO NOT ATTACH THIS PAGE TO YOUR DOCUMENT.

About this form. This is Texas's official statutory form for naming someone (your "agent") to handle your **property and financial matters**. It does **not** cover medical decisions. For health care, use a Texas Medical Power of Attorney.

1. **Fill in the names (Page 1)**
   Enter your full legal name and address, then the name and address of the person you are appointing as your agent. You may name a co-agent. On Page 5 you may also name successor agents to serve, in order, if an agent cannot.
2. **Initial the powers (Page 2)**
   Initial the line in front of each power you want to give your agent, or initial line (O) to grant all of them. Leave a line blank to withhold that power. Initials must be handwritten in ink.
3. **Special instructions (Page 3)**
   Initial one choice for agent compensation and, if you named co-agents, one choice for how they act. Initial the gift sentence only if you want it. Use the lines only to limit or add to the powers; if unsure, speak with an attorney.
4. **Specific authority — optional (Page 4)**
   Powers such as changing trusts, making gifts, or changing beneficiaries must each be initialed separately. Initialing line (O) does not grant them. Leave blank any you do not want.
5. **Choose when it takes effect (Page 4)**
   Cross out the alternative you do not want. (A) takes effect when signed; (B) takes effect only if a physician later certifies that you are incapacitated. If you cross out neither, (A) applies.
6. **Sign in front of a notary (Page 5)**
   Do not sign or date the form ahead of time. Texas requires your signature to be acknowledged before a notary. Bring a current, government-issued photo ID. If your agent will need to sign **home equity loan** documents, this form must be signed at the office of the lender, an attorney, or a title company. We can meet you there.

After It's Signed

- Give your agent the original (or a copy) and keep a copy for yourself. Your agent should read the Important Information for Agent on the last page.
- If your agent will sign a deed or other recorded real estate document, the power of attorney must be recorded with the county clerk in the county where the property is located.
- Banks and title companies may ask your agent to sign a sworn Agent's Certification that the power of attorney is still in effect. We have a free form for this.
- To revoke it later, do so in writing, and notify your agent and any bank or institution that has a copy.
- For use in another country, the notarized document may need an apostille from the Texas Secretary of State. We can handle this for you.

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Have questions about this document? To consult with an attorney, contact **Gavrilov & Brooks Law Firm** at **(916) 504-0529** or **www.gavrilovlaw.com**. Main headquarters: 2315 Capitol Avenue, Sacramento, CA 95816.

This form is provided as a free convenience. First Choice Mobile Notary & Apostille is not a law firm, and a notary public who is not an attorney cannot give legal advice or help you decide what to write on this form. These instructions are general information only and are not legal advice. If you have questions about your situation, consult a licensed Texas attorney. © 2026 First Choice Mobile Notary & Apostille. All rights reserved. This form may be filled in and printed for personal use; it may not be copied, altered, or redistributed for commercial purposes.

STATUTORY DURABLE POWER OF ATTORNEY

(Texas Estates Code Section 752.051)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until:

(1) you die or revoke the power of attorney;
(2) your agent resigns, is removed by court order, or is unable to act for you; or
(3) a guardian is appointed for your estate.

I,

Your full legal name

Your address (street, city, state, ZIP)

appoint

Name of person appointed (agent) | Telephone (optional)

Address of agent (street, city, state, ZIP)

Name of co-agent (optional) | Telephone (optional)

Address of co-agent (street, city, state, ZIP)

as my agent to act for me in any lawful way with respect to all of the following powers that I have initialed below. (YOU MAY APPOINT CO-AGENTS. UNLESS YOU PROVIDE OTHERWISE, CO-AGENTS MAY ACT INDEPENDENTLY.)

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TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (O) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS LISTED IN (A) THROUGH (N).

TO GRANT A POWER, YOU MUST INITIAL THE LINE IN FRONT OF THE POWER YOU ARE GRANTING.

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

_____ **(A)** Real property transactions;

_____ **(B)** Tangible personal property transactions;

_____ **(C)** Stock and bond transactions;

_____ **(D)** Commodity and option transactions;

_____ **(E)** Banking and other financial institution transactions;

_____ **(F)** Business operating transactions;

_____ **(G)** Insurance and annuity transactions;

_____ **(H)** Estate, trust, and other beneficiary transactions;

_____ **(I)** Claims and litigation;

_____ **(J)** Personal and family maintenance;

_____ **(K)** Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;

_____ **(L)** Retirement plan transactions;

_____ **(M)** Tax matters;

_____ **(N)** Digital assets and the content of an electronic communication;

_____ **(O) ALL OF THE POWERS LISTED IN (A) THROUGH (N). YOU DO NOT HAVE TO INITIAL THE LINE IN FRONT OF ANY OTHER POWER IF YOU INITIAL LINE (O).**

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SPECIAL INSTRUCTIONS:

Special instructions applicable to agent compensation (initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to compensation that is reasonable under the circumstances):

☐ My agent is entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances.

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

Special instructions applicable to co-agents (if you have appointed co-agents to act, initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to act independently):

☐ Each of my co-agents may act independently for me.

☐ My co-agents may act for me only if the co-agents act jointly.

☐ My co-agents may act for me only if a majority of the co-agents act jointly.

Special instructions applicable to gifts (initial in front of the following sentence to have it apply):

☐ I grant my agent the power to apply my property to make gifts outright to or for the benefit of a person, including by the exercise of a presently exercisable general power of appointment held by me, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

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GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent. If you DO NOT want to grant your agent one or more of the following powers, you may also CROSS OUT a power you DO NOT want to grant.)

☐ Create, amend, revoke, or terminate an inter vivos trust

☐ Make a gift, subject to the limitations of Section 751.032 of the Durable Power of Attorney Act (Section 751.032, Estates Code) and any special instructions in this power of attorney

☐ Create or change rights of survivorship

☐ Create or change a beneficiary designation

☐ Authorize another person to exercise the authority granted under this power of attorney

UNLESS YOU DIRECT OTHERWISE BELOW, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT TERMINATES.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

(A) This power of attorney is not affected by my subsequent disability or incapacity.

(B) This power of attorney becomes effective upon my disability or incapacity.

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity.

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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.

If any agent named by me dies, becomes incapacitated, resigns, refuses to act, or is removed by court order, or if my marriage to an agent named by me is dissolved by a court decree of divorce or annulment or is declared void by a court (unless I provided in this document that the dissolution or declaration does not terminate the agent's authority to act under this power of attorney), I name the following (each to act alone and successively, in the order named) as successor(s) to that agent:

First successor agent: name and address

Second successor agent: name and address

Signed this day of | month | year

X _____
(your signature)

Printed name

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS §

**COUNTY OF § **

This instrument was acknowledged before me on

Date | by (name of principal)

X _____
Signature of notarial officer

(Notary seal)

Printed name of notary public

Notary ID number | My commission expires

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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" in the following manner:

(Principal's Name) by (Your Signature) 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 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 a 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 (attorney in fact) 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.

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