

# **WISCONSIN BASIC POWER OF ATTORNEY FOR FINANCES AND PROPERTY SECTION 243.10**

**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 RIGHTS TO CONTROL YOUR FINANCES AND PROPERTY YOURSELF. IN ADDITION TO YOU 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 POWER OF 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 DOUCMENT 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 DIRECTLY 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 THIS FORM. YOU ALSO SHOULD NOTIFY ALL PERSONS HAVING CUSTODY OF YOUR ASSETS. THESE PARTIES HAVE NO RESPONSIBILITY TO YOU UNLESS YOU ACTUALLY NOTIFY THEM OF THE REVOCATION. IF YOU AGENT IS YOUR SPOUSE AND YOUR MARRIAGE IS ANNULLED, OR YOU ARE DIVORCED AFTER SIGNING THIS DOCUMENT, THIS DOCUMENT IS INVALID.**

**SINCE SOME THIRD 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.**

## WISCONSIN BASIC POWER OF ATTORNEY FOR FINANCES AND PROPERTY

I, \_\_\_\_\_ (Name),  
of \_\_\_\_\_ (Address),  
appoint \_\_\_\_\_ (Name),  
of \_\_\_\_\_ (Address),  
as my agent to act for me in any lawful way with respect to the powers initialed below. If the person or persons  
appointed are unable or unwilling to act as my agent, I appoint \_\_\_\_\_ (Name),  
of \_\_\_\_\_ (Address),  
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*

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|----------|---|
| _____ 1. | <i>PAYMENT OF BILLS:</i> My agent may make payments that are necessary or appropriate in connection with the administration of my affairs.  |
| _____ 2. | <i>BANKING:</i> 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. | <i>INSURANCE:</i> 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. | <i>ACCOUNTS:</i> 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. | <i>REAL ESTATE:</i> 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. | <i>BORROWING:</i> My agent may borrow money and encumber my assets for loans as considered necessary.   |
| _____ 7. | <i>SECURITIES:</i> 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 check s 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**

\_\_\_\_\_ 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.

\_\_\_\_\_ 12. *GENERAL:* My agent may do any act or thing that I could do in my own property 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 or the like whether directly or by canceling and replacing the policy on 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**

\_\_\_\_\_ 13. *COMPENSATION:* My agent may receive compensation only in an amount not greater than that usual for the service to be performed if expressly authorized in the special instructions portion of this document.

#### **ACCOUNTING**

\_\_\_\_\_ 14. *ACCOUNTING:* My agent shall render an accounting (monthly)(quarterly)(annually) (CIRCLE ONE) to me or to \_\_\_\_\_(name), \_\_\_\_\_(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

\_\_\_\_\_ 15. *GUARDIAN:* If necessary, I nominate \_\_\_\_\_ (name),  
\_\_\_\_\_ (address), as guardian of my  
person; and I nominate \_\_\_\_\_ (name),  
\_\_\_\_\_ (address), as guardian of my estate.

### SPECIAL INSTRUCTIONS

\_\_\_\_\_ 16. *SPECIAL INSTRUCTIONS:*

ON THE FOLLOWING LINE YOU MAY GIVE SPECIAL INSTRUCTIONS REGARDING  
THE POWERS GRANTED TO YOU AGENT.

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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 becomes effective only when both of the following  
apply:

- a. I have signed it; and
- b. I become disabled and 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 of this basic power of  
attorney.

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

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

By signing as a witness, I am acknowledging the signature of the principal who signed in my presence and the presence of the other witness; and the fact that he or she 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 or marriage, 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: \_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Witness: \_\_\_\_\_  
Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

State of Wisconsin )  
 ) ss  
\_\_\_\_\_ County )

This document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
\_\_\_\_\_ (Name of Principal).

\_\_\_\_\_  
(Signature of Notary Officer)

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)

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

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

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