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## POWER OF ATTORNEY

### Important Information Before Signing

You (the Principal) use this Power of Attorney to authorize a person you trust (your Agent) to make decisions about your property when you can't. The Uniform Power of Attorney Act in KRS Chapter 457 explains the specific statutory meaning of each authority listed on this form. Many statutory references are underlined and hyperlinked for those reading this on a screen.

This Power of Attorney becomes effective immediately unless you state otherwise in the Special Instructions. This means that your Agent will be able to make decisions and act with respect to your property (including your money), **even if** you are able to act for yourself. Unless you specify otherwise in the Special Instructions, the Agent's authority will continue until (1) you die; (2) you revoke the Power of Attorney; (3) the Agent resigns; or (4) the Agent is unable to act for you.

Giving someone that much authority for such a long time can be intimidating, but please remember that you are naming someone you trust. To ease your mind, I suggest you let your Agent know where to find this Power of Attorney when needed, but not actually provide them with the document itself. That protects you if you change your mind about their trustworthiness or ability to handle your affairs.

Many people want to do more than just withhold the original from the Agent. They may want a power of attorney that becomes effective later instead of one that is immediately effective. You can learn why this *springing power of attorney* is not a good idea in [this article](#).

If your Agent is unable or unwilling to act for you, your Power of Attorney will end unless you have named a successor Agent. You should have at least one successor. For the reasons in [this article](#), I recommend you name only one agent at a time and not name co-agents.

This Power of Attorney does not authorize your Agent to make health-care decisions for you.

If you have questions about the Power of Attorney or the authority you are granting to your Agent, please ask me before signing this document.

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## POWER OF ATTORNEY

The laws of the Commonwealth of Kentucky, especially in [KRS Chapter 457](#), shall govern this Power of Attorney. Defined terms shall have the meanings set out in [KRS 457.020](#).

### Appointment of Agent

I, \_\_\_\_\_, of \_\_\_\_\_ County, Kentucky, revoke any Powers of Attorney that I have previously made and appoint \_\_\_\_\_ as my Agent. If \_\_\_\_\_ is unable or unwilling to serve or to continue serving, I appoint \_\_\_\_\_ as my successor or alternate Agent.

### Compensation

My Agent:

\_\_\_\_\_ shall serve without compensation; or

\_\_\_\_\_ may receive compensation.

### Reliance by Third Parties on Agent

Those to whom this Power of Attorney is presented may rely upon any of the following:

- a copy of the original document;
- a written statement of my successor Agent that the original Agent is unable or unwilling to serve; or
- a written statement of the Agent that this Power of Attorney has not been revoked and that it is otherwise in effect.

As consideration for this reliance, I agree to defend, indemnify, and hold harmless anyone whose reliance is reasonable and who is without actual knowledge that the copy is not valid or that the statement is not true.

### Grant of Powers: General Authority

\_\_\_\_\_ By initialing the line to the left of this paragraph, I grant my Agent and any successor agent general authority to act for me with respect to all of the following subjects as defined in the Uniform Power of Attorney Act, [KRS Chapter 457](#):

1. **Real Property**, as detailed in [KRS 457.270](#);
2. **Tangible Personal Property**, as detailed in [KRS 457.280](#);
3. **Stocks and Bonds**, as detailed in [KRS 457.290](#);
4. **Commodities and Options**, as detailed in [KRS 457.300](#);

*Power of Attorney of*

5. **Banks and Other Financial Institutions**, as detailed in [KRS 457.310](#);
6. **Operation of Entity or Business**, as detailed in [KRS 457.320](#);
7. **Insurance and Annuities**, as detailed in [KRS 457.330](#);
8. **Estates, Trusts, and Other Beneficial Interests**, as detailed in [KRS 457.340](#);
9. **Claims and Litigation**, as detailed in [KRS 457.350](#);
10. **Personal and Family Maintenance**, as detailed in [KRS 457.360](#), as I intend that under [KRS 457.410](#) my Health Care Surrogate named in my Health Care Directive make my health care decisions and my Agent make decisions about my property and finances;
11. **Benefits from Governmental Programs or Civil or Military Service**, as detailed in [KRS 457.370](#);
12. **Retirement Plans**, as detailed in [KRS 457.380](#); and
13. **Taxes**, as detailed in [KRS 457.390](#).

#### **Grant of Powers: Specific Authority**

As required by [KRS 457.245](#), my Agent **may not** do any of the following specific acts for me unless I expressly grant that authority by initialing each power. I understand that granting any of the following will give my Agent the authority to take actions that could significantly reduce my estate or change how my estate is distributed at my death. **I am initialing only the specific powers I have decided to give my Agent after consideration and consultation with my lawyer.**

14. \_\_\_\_\_ Create, amend, revoke, or terminate, pursuant to [KRS 386B.4-110\(1\)\(a\)](#) an inter vivos trust as authorized in [KRS 386B.6-020\(5\)](#);
15. \_\_\_\_\_ Make a gift, subject to the limitations in [KRS 457.400](#), but any Special Instructions in the following section of this Power of Attorney shall supersede those statutory limitations;
16. \_\_\_\_\_ Create or change rights of survivorship;
17. \_\_\_\_\_ Create or change a beneficiary designation;
18. \_\_\_\_\_ Authorize another person to exercise the authority granted under this Power of Attorney;
19. \_\_\_\_\_ Waive the Principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan;
20. \_\_\_\_\_ Exercise fiduciary powers that the Principal has authority to delegate; and

21. \_\_\_\_\_ Access my electronic communications and digital assets; however, **my Agent may access their content only if I have also initialed the box in the right-hand margin** because of the special sensitivity of access to content addressed in [KRS 395A.090\(2\)](#).



### Special Instructions

None as of the date I sign this.

### HIPAA Release

I appoint my Agent as my “personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. § 1320d, as amended, and applicable regulations,” under [KRS 457.360\(1\)\(f\)](#). I authorize all covered entities, business associates, or others to disclose protected health information to my Agent or as directed by my Health Care Surrogate. In addition to protected health information defined by the Health Insurance Portability and Accountability Act of 1996 and the Code of Federal Regulations, I authorize disclosure to my Agent, or as directed by my Agent, of any information, no matter how maintained or stored, regarding my physical or mental health, provision of health care to me, or past, present or future payment for my health care. This authorization is effective immediately when I sign this document and is effective until I die. The definitions in 45 C.F.R. § 160.103 shall apply to this paragraph.

### Durable Power of Attorney

I adopt and ratify all the acts of my Agent that are based on the powers I have granted. Further, this Power of Attorney shall not terminate because of my Incapacity, as I intend it to be a Durable Power of Attorney.

Signed by the Principal this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

Subscribed, acknowledged, and sworn to before me by \_\_\_\_\_, the  
Principal, this \_\_\_\_ day of \_\_\_\_\_.

My Commission No. \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

PREPARED BY:

\_\_\_\_\_  
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## POWER OF ATTORNEY

### Important Information for Agent: Agent's Duties

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the Principal. This relationship imposes legal duties on you that continue until you resign or the Principal terminates or revokes the Power of Attorney. You must:

1. Do what you know the Principal reasonably expects you to do with the Principal's property or, if you do not know the Principal's expectations, act in the Principal's best interest;
2. Act in good faith;
3. Do nothing beyond the authority granted in this Power of Attorney; and
4. Disclose your identity as an agent whenever 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.”**

Unless the Special Instructions in this Power of Attorney state otherwise, you must also:

1. Act loyally for the Principal's benefit;
2. Avoid conflicts that would impair your ability to act in the Principal's best interest;
3. Act with care, competence, and diligence;
4. Keep a record of all receipts, disbursements, and transactions made on behalf of the Principal;
5. Cooperate with any person that has authority to make health-care decisions for the Principal to do what you know the Principal reasonably expects or, if you do not know the Principal's expectations, to act in the Principal's best interest; and
6. Attempt to preserve the Principal's estate plan if you know the plan and if preserving the plan is consistent with the Principal's best interest.

### **Important Information for Agent: Termination of Agent's Authority**

You must stop acting on behalf of the Principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney. Events that terminate a Power of Attorney or your authority to act under a Power of Attorney include:

1. Death of the Principal;
2. The Principal's revocation of the Power of Attorney or your authority;
3. The occurrence of a termination event stated in the Power of Attorney;
4. The purpose of the Power of Attorney is fully accomplished; or
5. If you are married to the Principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this Power of Attorney state that such an action will not terminate your authority.

### **Important Information for Agent: Liability of Agent**

The meaning of the authority granted to you is defined in the Uniform Power of Attorney Act in [KRS Chapter 457](#). If you violate the Uniform Power of Attorney Act under [KRS Chapter 457](#) or act outside the authority granted, you may be liable for any damages caused by your violation.

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