

LEGALDRAFT

Florida Durable Power of Attorney

The Master Instrument · Complete Fillable Kit

Written to Fla. Stat. §§ 709.2104, 709.2105, 709.2202, 709.2208

LegalDraft™ · Florida template by LegalDraft Technologies LLC

A complete Florida durable power of attorney at full drafting depth — immediate effectiveness stated honestly, the full general-authority architecture including the statutory banking and investment powers, the six s. 709.2202 special authorities as separately initialed elections, agent duties from the statute, third-party reliance, and the agent's one-page brief. Complete the Information Schedule once; initial only what you grant.

Florida execution: signed by the principal in the presence of TWO subscribing witnesses and acknowledged before a NOTARY (§ 709.2105) — one sitting, both requirements.

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This cover is an informational page and is not part of the signed document, schedules, worksheets, or signature pages.



Start Here

The complete Florida durable power packet — the instrument, the superpower election page, agent guidance drawn from the statute's own duties, and execution pages. Interior pages are clean.

01 Complete the Information Schedule

Names flow everywhere automatically.

02 Read the general authorities

Articles III–IV grant broad authority over property and finances the moment you sign — Florida does not allow this power to 'spring' at later incapacity (s. 709.2108). Grant it only to someone you trust completely, and only when ready.

03 Initial the special authorities you choose

The six s. 709.2202 'superpowers' — gifts, trusts, survivorship, beneficiary designations, and more — take effect **ONLY** where you sign your initials next to them. Blank means not granted.

04 Execute before two witnesses AND a notary

s. 709.2105 requires both. One sitting.

05 Deliver copies to institutions early

Banks may take up to four business days to accept a power (s. 709.2120) — present it before the emergency, not during one.

Information Schedule

Complete these fields once — your entries flow into the rest of the packet automatically.

Complete the fields; initial **ONLY** the special authorities you intend to grant. Entries flow through the instrument and execution pages automatically.

YOU (THE PRINCIPAL)

Full legal name _____

County of residence (Florida) _____ Date of birth (optional) _____

YOUR AGENT (ATTORNEY-IN-FACT)

Primary agent — full name _____

Primary agent — relationship _____ Phone _____

First successor agent — full name _____

Second successor agent — full name _____

COMPENSATION ELECTION (INITIAL ONE IN ARTICLE VI)

Florida allows a 'qualified agent' (close family, financial institutions) to receive compensation; others are limited to reimbursement. Article VI records your choice.

Durable Power of Attorney

ch. 709, Fla. Stat. · effective immediately upon execution · durable through incapacity

I, the person identified in the Information Schedule as Principal, a Florida resident, appoint the agent named there (and the successors, in order, if a prior agent cannot or will not serve) as my agent (attorney-in-fact) under this Durable Power of Attorney. This power of attorney is not terminated by my subsequent incapacity except as provided in ch. 709, Fla. Stat. — this durability language is given as s. 709.2104 provides. It takes effect immediately when executed; I understand Florida law gives no effect to a provision deferring effectiveness to a future incapacity (s. 709.2108, Fla. Stat.), and none is intended.

ARTICLE I — APPOINTMENT; SUCCESSION

Each successor agent serves alone, in the order named, upon the earlier agent's death, resignation, incapacity, or written declination. A person asked to rely on this power may accept a successor's written statement that the predecessor is unable or unwilling to serve as conclusive. Each agent may act independently of any other.

ARTICLE II — DURATION; TERMINATION; PRIOR POWERS

2.1 Termination. This power remains effective until the first of: my death; my revocation by a signed writing; the entry of any court order terminating it or appointing a guardian of my property (suspension and termination operating as ss. 709.2108–.2109, Fla. Stat., provide); the death, incapacity, resignation, or removal of ALL agents and successor agents named in this instrument, no one then remaining able to serve; or, as to a particular agent, that agent's death, incapacity, resignation, or removal — and, if my spouse is my agent, automatically upon the filing of an action for dissolution of our marriage, as s. 709.2109 provides. Persons without actual knowledge of a termination event who rely in good faith remain protected by law.

2.2 Prior powers of attorney. I revoke every prior GENERAL power of attorney I have executed. I do NOT revoke any power of attorney I have executed for a limited or specific purpose, or as part of a contract for the management of a particular bank, brokerage, or retirement account; if I desire to revoke any such limited or specific power, I will execute a revocation specifically referring to the power of attorney to be revoked.

Initials _____

ARTICLE III — GENERAL AUTHORITY

I grant my agent authority to act for me in ALL of the following subjects, as fully as I could act myself, each grant to be construed as ch. 709, Fla. Stat., construes it:

- Real property. To buy, sell, convey by deed, lease, manage, insure, improve, partition, mortgage, and satisfy mortgages on real property, and to execute and record every instrument of title;
- Tangible personal property. To acquire, hold, manage, and dispose of goods, vehicles, and effects;
- Banks and financial institutions. To conduct EVERY banking transaction s. 709.2208(1), Fla. Stat., authorizes — including opening and closing accounts of every kind, drawing and endorsing checks and other instruments, contracting for services, and entering safe-deposit boxes;
- Investments. To conduct EVERY securities transaction s. 709.2208(2), Fla. Stat., authorizes — buying, selling, and exchanging investment instruments of every kind, exercising rights, and receiving and reinvesting proceeds;
- Business interests. To operate, vote, contribute to, reorganize, sell, or dissolve any business interest I own, and to perform my contracts;
- Insurance and annuities. To procure, maintain, pay premiums on, borrow against, and surrender insurance and annuity contracts (beneficiary CHANGES require the separate Article V initialed grant);
- Claims and litigation. To assert, prosecute, defend, arbitrate, settle, and release claims, and to engage counsel;
- Government benefits and retirement plans. To apply for, manage, and collect Social Security, Medicare, Medicaid, veterans', and other benefits; to manage retirement accounts — contributions, investment directions, rollovers, and required distributions (survivor-benefit waivers and beneficiary changes remain Article V matters);
- Taxes. To prepare, sign, and file my returns and consents, receive refunds, and represent me before every taxing authority (an IRS Form 2848 may also be executed under this authority);
- Digital assets. To access and manage my digital assets and the catalogue and content of my electronic communications to the fullest extent of ch. 740, Fla. Stat., this being my s. 740.003 consent;
- Family maintenance. To pay the reasonable living, housing, medical, and educational expenses of me and of persons I customarily support;
- Records and mail. To receive, open, and act on my mail and records, and to obtain confidential records (including under a HIPAA authorization I sign separately).

Initials _____

ARTICLE IV — EXERCISE STANDARD; PROHIBITED ACTS

4.1 Standard. My agent shall exercise every authority in a fiduciary capacity, for my benefit, and consistently with my known expectations and, where unknown, my best interests. Except as I have expressly authorized in Article V, my agent may not exercise any authority s. 709.2202, Fla. Stat., reserves to a separately signed or initialed enumeration, and nothing in Article III shall be read to do so.

4.2 Prohibited acts. Notwithstanding any authority granted in this instrument, my agent may NOT: (a) perform duties under a contract that requires the exercise of my personal services; (b) make any affidavit as to my personal knowledge; (c) vote in any public election on my behalf; (d) execute or revoke any will or codicil on my behalf; (e) create, amend, modify, or revoke any document or other disposition effective at my death, except as Florida law and an Article V authority I have separately initialed expressly permit; or (f) exercise powers and authority granted to me as trustee or as court-appointed fiduciary. This section states the limits of s. 709.2201(3), Fla. Stat., in the instrument itself, and no third party may rely on any attempted act it prohibits.

ARTICLE V — SPECIAL AUTHORITIES (INITIAL ONLY WHAT YOU GRANT)

Florida law (s. 709.2202, Fla. Stat.) gives the following authorities NO effect unless I sign or initial next to each specific one. An authority left blank is NOT granted. Exercise of any granted authority remains subject to my agent's fiduciary duties, and no agent may use any authority to create in the agent, or in a person the agent supports, an interest in my property except as s. 709.2202 permits.

My initials → grant (a) Create an inter vivos trust;

My initials → grant (b) With respect to a trust created by or on my behalf, amend, modify, revoke, or terminate the trust, where the trust instrument itself permits it;

My initials → grant (c) Make a gift, subject to the limits of s. 709.2202(3) (an annual-exclusion-sized gift per donee unless I write different limits into this instrument);

My initials → grant (d) Create or change rights of survivorship;

My initials → grant (e) Create or change a beneficiary designation;

My initials → grant (f) Waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan;

Banking and investment authority is granted through Article III's express incorporation of s. 709.2208 and requires no separate initials; disclaimer authority (s. 709.2202(1)(g)-type matters) is NOT granted by this instrument unless added by rider I initial.

Initials _____

ARTICLE VI — AGENT PROVISIONS

6.1 Duties. My agent's duties are those of s. 709.2114, Fla. Stat.: to act only within the authority granted and in good faith; not to act contrary to my reasonable expectations actually known; to act loyally for my benefit; to avoid conflicts that impair impartial action; to act with the care of a similarly situated agent; to keep records of receipts, disbursements, and transactions; to cooperate with my health-care decision makers; and to attempt to preserve my estate plan actually known to the agent, to the extent consistent with my best interests.

6.2 Compensation. I have initialed one:

My initials → my agent serves WITHOUT compensation (expense reimbursement only) _____

My initials → a QUALIFIED agent (s. 709.2112) may receive reasonable compensation _____

6.3 Reliance and protection of third parties. Any person may rely on this instrument and on my agent's authority as ss. 709.2119–.2120, Fla. Stat., provide, may request my agent's certification under penalty of perjury and an English translation where applicable, and must accept or reject the power within the statutory period (in general, four business days), a photocopy or electronically transmitted copy having the same effect as an original except where an original is required for recording.

6.4 Ratification; indemnity. I ratify every act my agent lawfully performs within this authority. Persons dealing in good faith with my agent shall be held harmless by my estate from loss caused by relying on this instrument before receiving actual notice of its termination.

Initials _____

EXECUTION

Signed on the date below. Florida requires this instrument to be signed by me in the presence of two subscribing witnesses and acknowledged before a notary public — s. 709.2105, Fla. Stat. All of it happens in one sitting.

Date signed _____ County where signed _____

Principal — signature

Principal — print name _____

Witness 1 — signature

Witness 1 — print name _____ Address _____

Witness 2 — signature

Witness 2 — print name _____ Address _____

NOTARY CERTIFICATE

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of the method indicated below, by the signer(s) named below, who are personally known to me or produced the identification listed.

Physical presence

Online notarization

Name(s) of signer(s) _____

Identification produced (or 'personally known') _____ Date _____

Signature of Notary Public — State of Florida

Print, type, or stamp commissioned name of Notary Public _____

My commission expires _____

For Your Agent — the One-Page Brief

Give a copy of this page to every agent you name

You are a fiduciary. Act only within the written authority, in good faith, loyally, and with care — s. 709.2114, Fla. Stat. Keep receipts and records of every transaction from day one.

Sign this way. Sign documents as “[Principal’s name], by [your name], as agent” — never just your own name.

Never mix funds. The principal’s money stays in the principal’s accounts. Commingling is the fastest route to personal liability.

The initialed page is the boundary. Article V authorities exist ONLY where the principal initialed. Blank means no.

Banks have a clock. Present the power with your ID; an institution generally must accept or reject within four business days and give written reasons for rejection — s. 709.2120.

When it ends. Death, revocation, court order, or (for a spouse-agent) a dissolution filing ends the authority. When in doubt, stop and take advice.

SAMPLE
FICTIONAL INFORMATION
DO NOT SIGN OR FILE

Plain-English Glossary

The key words in this packet, defined simply.

Principal. The person granting the power — you.

Agent / attorney-in-fact. The person authorized to act for the principal.

Durable. The authority survives the principal's later incapacity — the point of the instrument.

Springing power. A power deferred until incapacity — Florida gives such deferrals no effect in instruments signed after Sept. 30, 2011; this one is effective immediately.

Superpowers. The s. 709.2202 authorities (gifts, trusts, survivorship, designations) valid only if separately signed or initialed.

Qualified agent. The close-family or institutional agents Florida permits to be compensated.

SAMPLE
FICTIONAL INFORMATION
DO NOT SIGN OR FILE

Storage & Copies

Where the original Durable Power of Attorney lives — and who holds copies — decides whether it works when it matters. Commonly: the signed original stays with your important papers (a fireproof box or a bank box), and the people below receive complete copies.

COPY CHECKLIST

My primary agent (original or complete copy)

Each successor agent

My primary bank or credit union

My investment custodian

My attorney (if I engage one)

ANNUAL REVIEW

Once a year — or after any major life change (a move, a marriage or divorce, a birth or adoption, a death in the family) — re-read the document and confirm it still says what you want. Note each review here.

Review date _____

Reviewed by _____

Review date _____

Reviewed by _____

Review date _____

Reviewed by _____

ABOUT THIS KIT

Florida Durable Power of Attorney

Master instrument · initialed special authorities · agent brief · guides

Provenance. This Florida template was assembled by the LegalDraft deterministic template engine. Statutory anchors: §§ 709.2104 · 709.2105 · 709.2108 · 709.2202 · 709.2208. The platform maintains the underlying statutory text in a hash-pinned corpus captured from official Florida sources and re-verified on a standing schedule.

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Florida edition · generated August 2026 · legaldraft.io

