

**DAVENPORT'S
WISCONSIN WILL
AND
ESTATE PLANNING
LEGAL FORMS
BOOKLET**

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GUIDE TO BOOKLET AND FORMS

BOOKLET HELPS DO WISCONSIN WILL AND ESTATE PLANNING DOCUMENTS

This booklet written by lawyers is published by Davenport Press to help people in Wisconsin understand and write valid and enforceable Wills and other Estate Planning legal documents. Estate Planning concerns how people can control their property, children and dependents, health care, and other affairs upon illness or death. Most people can use forms for a Will and Estate Planning documents because such forms actually do simple things, options most people want can be provided for, most people can fill out forms, and most people can tell if they need special help.

THIS IS SPECIAL SHORT BOOKLET WITH OFFICIAL OR COMMON FORMS

This publication is a special affordable “booklet” which skips explanation of law and focuses on providing in 1 convenient place materials and forms most people can use. Importantly, to reduce problems in this booklet usually the official forms written by the Wisconsin legislature for people are provided, or in other cases forms using common legal wording are provided.

BOOKLET HAS 7 WISCONSIN WILL AND ESTATE PLANNING FORMS

In this booklet 7 Will and Estate Planning legal forms are provided:

1. Wisconsin Basic Will (lets person give orders to at death control one's property, guardians for children and dependents, and other matters);
2. Self-Proving Affidavit (optional document done with a Will to avoid people later having to show a Will was signed correctly);
3. Power Of Attorney For Health Care (lets person be named to control one's health care if needed and lets one give health care instructions);
4. Declaration To Physicians (Wisconsin Living Will) (document done to give instructions in case ever in terminal or long-term unconscious condition);
5. Wisconsin Statutory Form Power of Attorney For Finances And Property (allows powerful powers be given to another person over one's finances and property to let them help with these things);
6. Power of Attorney Delegating Parental Power (gives to another person power over children like medical care often done if parents are absent); and
7. Authorization For Final Disposition (lets person be named to control funeral and burial and lets instructions be given for this).

These 7 forms are sufficient for most people. Many people just use a Will and maybe a Power Of Attorney For Health Care. Organ donation forms can be

done when getting a drivers license or state ID. Many people each year write a list of assets and debts and collect paperwork to help others sort things out.

FORMS CAN BE INSTANTLY DOWNLOADED OR JUST COPIED

This booklet's Appendix shows how people can instantly download this booklet and its forms to a computer to print copies from. Also, people can photocopy this booklet or cut out booklet pages to get usable forms (to help with this only 1 side of book pages have printing and the book has 2 copies of each legal document). Pen not pencil should be used on all forms. For forms that need it a notary can be found at banks, courthouses, financial institutions, or (often best) by hiring a notary from the phonebook.

FORMS ARE FLEXIBLE BUT CANNOT DO UNUSUAL THINGS

Forms in this booklet are somewhat flexible by having “blank lines” and “boxes to check” to let people pick options and add exact names and things. However the forms do have limits and are written to only have the options most average people want. For example, many forms lean toward a person favoring any spouse and then any children so if people do not want this the forms may not suit them.

BOOKLET AND FORMS ONLY FOR ORDINARY SITUATIONS AND WISHES

This booklet and its forms are not suitable for everyone, and people with unusual situations or wishes may face legal exceptions and complications needing special help and forms. People should use common sense and also do research if they have questions. A lawyer can help determine things and provide special documents, but using a lawyer can take several visits over months and cost \$1,000s (and forms often are redone a dozen times over a lifetime increasing costs more). Wealthy people with more to spend at stake may find a lawyer worth it. **This booklet and its forms are not a substitute for legal advice, and no attorney-client relationship is created.**

FEW PEOPLE FACE PAYING ANY ESTATE, INHERITANCE, OR SIMILAR TAX

Despite all one hears since end of 2007 Wisconsin does not have an estate, inheritance, gift, or similar tax related to the death of someone. Also, the Federal Estate Tax only applies to a very wealthy person who dies having more than \$5,340,000 in 2014 (this will increase each year with inflation and exceptions for gifts to spouses and charities also apply).

PROBATE PROCESS HANDLES AFTER DEATH MATTERS

“Probate” is the legal process used to handle after death matters like moving title to new owners, confirming persons as guardians of children, and settling claims of creditors (who have 3 months to file and often are the biggest delay in probate). A “personal representative” also known as “executor” is a family member or friend in charge of the probate process while a judge or other court officer also oversees things. Property left in someone’s name that does not transfer right on their death is called the “estate”. Wisconsin has several simple probate options like “transfer by affidavit” for estates under \$50,000 or fast “informal administration” for cases without disputes, and often probate can be done in under 6 months. Probate forms are available and many cases are done without a lawyer, but if a lawyer is hired they are paid from estate funds (probate lawyers often charge \$100/hour or under \$5,000 overall).

SOME LAWYERS SUGGEST TRUSTS TO AVOID PROBATE OR FOR CHILDREN

Some lawyers suggest to avoid the modest delay and cost of probate that a person 1) create by costly paperwork a “trust” entity to hold property, 2) by costly paperwork transfer item-by-item most major property owned into the trust including all houses, cars, and investments, 3) the spending of years living and doing paperwork to have a trust owning things, and then 4) upon death the trust distributing property in the way selected without probate. Some other lawyers suggest putting property that goes to children into a trust until the age wanted, which is done to avoid the cost of a court each year reviewing how the “guardian of the estate” is investing and spending children’s property for their benefit until age 18. Most people do not bother using trusts.

FORM OF OWNERSHIP AND AUTOMATIC TRANSFERS AFFECTS WILL GIFTS

Property that already has a “named beneficiary”, “joint tenant” (often used for houses), or for some other reason automatically transfers upon someone’s death is not affected by a Will. Also, a person can only give the share of property they own so co-ownership may limit gifting in a Will. If needed people should review records and inquire about their property. Arranging automatic transfers for all property can avoid the probate process but this takes a lot of work, and having a Will “just in case” is also a good idea.

USING PROPERTY TO PAY DEBTS COMES BEFORE WILL GIFTS

Creditors who were owed can usually insist on being paid before others get any of the deceased person’s property. After a death often the first thing

done is selling property to pay debts. An exception exists for building mortgages and car loans where usually the loan is not paid but is taken on by the person getting the property. No matter what a spouse and other family do not inherit and do not have to pay a debt unless they earlier personally guaranteed or were jointly liable for a debt.

“COMMUNITY PROPERTY” AND FAMILY RIGHTS MAY LIMIT WILL GIFTS

Wisconsin law (like several Western states) say wages and most property obtained during marriage is “community property” which each spouse owns 50% of (Wisconsin calls this “marital property”). Property and savings from before marriage, gifts and inheritances one receives, and certain other things are “separate property” owned by each spouse alone. Problems with records can make separate into community property. Furthermore, in Wisconsin on death a surviving spouse has legal rights to claim household items like furniture, appliances, and 1 automobile (but valuable collections and items bought for investment are not covered). A spouse can request the family home if he or she buys out others getting any interest. Finally, if a spouse is not happy with a Will they can instead claim an “elective share” of 50% of certain property, like property which would be community property except people were earlier in another state. Overall, a surviving spouse may have significant claims to property that could affect gifts in a Will. Helpfully, most spouses and families if they get the family home and most property in a Will, or if spouses discuss a Will before-hand, will honor gifts in a Will even if they could claim certain property using their rights.

WITHOUT A WILL “INTESTACY RULES” CONTROL PROPERTY

If a person dies with no Will after the transfers that happen automatically are done (for example due to beneficiary forms people filled out) any property left is handled by Wisconsin “intestacy rules”. The intestacy rules give property based on family the deceased person had:

- 1) if they had a spouse but either no children or only children shared with the spouse then spouse gets all,
- 2) if they had no spouse but had children (or other family) they get all, and .
- 3) if one has spouse and children from another relationship then all children share the deceased’s half of the “community property” and half their “separate property” (leaving the spouse with the rest).

These provisions count adopted children and out-of-wedlock children, and grandchildren take for a deceased parent. Nothing goes to the State of Wisconsin unless a person has no relatives.

USUALLY DO A NEW WILL IF MARRY, DIVORCE, OR HAVE A NEW CHILD

Marrying, divorcing, or having a new child after one has done a Will all can have a legal effect including maybe affecting gifts in a Will. It is recommended people do a new Will if any of these things occur.

WILL IS BASIC ESTATE PLANNING DOCUMENT

A Will is a common estate planning document where a person can control things at their death like 1) who gets their property, 2) who is guardian of any young children or dependents and their property, and 3) who will handle their affairs by being “executor”. The person doing a Will is the “Testator” because “Testament” is an old word basically meaning Will. Often any parts of a Will form not needed can be skipped and left blank. When filling in words in Will usually use full names of people including spouses and kids where possible or say how a person or institution is known (for example, “FoodCity the local foodshelf” or “my friend Bo Smith”). If possible the legal description of land should be used but a street address is acceptable.

FORM 1 IS “WISCONSIN BASIC WILL”

Form 1 in this booklet is the “Wisconsin Basic Will” form written by the Wisconsin legislature for people to use, which is located in law at Wisconsin Statutes Section 853.55 (or “Wis. Stat. § 835.55” for short).

WILL PARAGRAPH 2.1 GIFTS PERSONAL ITEMS OR VEHICLES TO FAMILY

In the Wisconsin Basic Will Paragraph 2.1 it says all “Personal, Recreational, and Household Items” and vehicles are gifted to any spouse if living but otherwise they are divided among any surviving (i.e., living) children. Nothing need be written in Paragraph 2.1, and there is no place to add words or sign. As a big exception Paragraph 2.1 says it is subject to Paragraph 2.2 where a person can write out gifts of property or money to whoever wanted. Given how the Will is written any “Personal, Recreational, and Household Items” including vehicles one does not want to go to any spouse or children should be carefully listed along with a named beneficiary in Paragraph 2.2.

WILL PARAGRAPH 2.2 LETS ANY GIFT WANTED BE WRITTEN OUT

In a very flexible and helpful Will Paragraph 2.2 a person can write out gifts of any property or money to any persons or charities wanted. In Paragraph 2.2 one should write down in words any gift wanted and then sign next to every single gift made or a gift will be invalid. Also, write “Not Used” in

any spaces not used. In Paragraph 2.2 one can gift any kind of property like real property, furniture, vehicles, or (best of all) whole categories of things (like “all my cars” or “all my jewelry” or “my plates and figurines collection”). For example one could write things like:

- “my friend Bo Smith, \$5,000”,
- “my son Greg Holm, \$10,000”,
- “my cousin Jill Hardy, U.S. Bank savings account ending #8327”,
- “my friends Judy and Bill Kent, 1990 Jetski and 2008 Boatel boat”,
- “Ken and Alan Polk, all fishing gear”,
- “my friend Bo Smith, all construction tools”,
- “my church St. Ben’s, \$2,000”, and
- “my son Jim Vold, all buildings and land at 64 Dodd St., Milton, WI”.

When making gifts please remember (as explained in this booklet) a spouse may have “community property” rights and rights to household items and 1 automobile, so if not happy with a Will a spouse could object to some gifts of such property. If wanted, a person can make room for more gifts by using a computer or writing by hand on blank paper additional boxes with the language shown in Paragraph 2.2.

WILL PARAGRAPH 2.3 GIFTS “ALL OTHER ASSETS” WITH 2 OPTIONS

As the final gift clause in the Will, to deal with any property not gifted in Paragraph 2.1 or 2.2 there is Paragraph 2.3 which gifts “All Other Assets” left over. In Paragraph 2.3 one picks between 2 legal clauses by writing one’s signature on the line next to the title of the clause wanted. The clauses that say how to give “All Other Assets” left over are:

- 1) clause “a” to give to one’s spouse if living and otherwise to one’s children (with any deceased child’s descendents (i.e., grandchildren) taking their deceased parent’s share), or
- 2) clause “b” which distributes things “as if I did not have a Will” which means under the Wisconsin “intestacy rules”.

These “intestacy rules” are explained earlier in this booklet. The clauses are similar but clause “a” is needed to give 100% to one’s spouse despite having children from other relationships, whereas clause “b” is good if one has no spouse or children since whichever other family is closest then inherits.

WILL PARAGRAPH 3.1 LETS “PERSONAL REPRESENTATIVE” BE NAMED

In Will Paragraph 3.1 one can write in the name of the person one wants to be “Personal Representative” to handle one’s affairs after death including any probate, settling with creditors, finding and transferring property, and other

things. This person is also called the “executor”. In case a person is unable to serve there are 3 spaces to name a “First”, a “Second”, and a “Third” person to be “Personal Representative”. Often for this position a spouse is named first, and then a friend is named second, and the third space is left blank since people can rewrite a Will if it later appears needed.

WILL PARAGRAPH 3.2 LETS “GUARDIAN” FOR CHILDREN BE NAMED

In general if 1 parent dies the other parent of a child takes over parenting automatically unless they have been proven “unfit”. But in case it is needed in Will Paragraph 3.2 one can name a person to be “guardian” to care for children under 18 or other dependents. Any named guardian is also “guardian of the estate” which involves over the years investing and spending property a child has or receives on their education, health care, living expenses, and other things, all until anything left is given them at age 18. In case a person is unable to serve there are 3 spaces to name a “First”, a “Second”, and a “Third” person to be “Guardian”. To avoid problems one should name just 1 person guardian at a time and not a married couple, and often named first is a parent and then second a sibling with the third space often left blank. Paragraph 3.1 dealing with guardians can be skipped over if one has no minor children.

WILL PARAGRAPH 3.3 LETS ONE REQUEST COSTLY BOND IF WANTED

If one signs Will Paragraph 3.3 this means a “Bond” will be required. A “Bond” is insurance obtained by the “personal representative” to cover their possible misconduct like theft. But this “Bond” is paid for from assets of the deceased person’s estate. Normally one should not sign Paragraph 3.3 to require a bond since it is costly and the person chosen as Personal Representative should be trusted. Most do not sign to require a costly bond.

WILL IS COMPLETED BY SIGNING BEFORE 2 WITNESSES

To be valid the Wisconsin Basic Will should be signed by the person doing the Will before 2 witnesses who then sign in the proper place. Everyone should see each other sign. It is O.K. if witnesses are not read the Will but are just told by the person doing the Will that it is his or her Will. Witnesses must be age 18 and not getting anything under the Will or their gifts under the Will may be invalid. However a witness can be a Personal Representative or Guardian named in the Will. When done the original Will should be kept in a safe place where it will be found, deposited at court for a small fee, or it can be given to someone to keep. A Will can be revoked by writing “revoked” on it, destroying it, or by writing a new Will mentioning revocation.

FORM 2 IS “SELF-PROVING AFFIDAVIT”

Form 2 in this booklet is the “Self-Proving Affidavit” form which was written by the legislature for people to use, which is found at Wisconsin Statutes, Section 853.04. This is an optional form which may reduce later work of showing a Will was signed correctly (otherwise people must later find a witness to the Will signing). This document is often done minutes after a Will is signed or can be signed any time later when everyone is with a notary.

COMPLETE SELF-PROVING AFFIDAVIT BY ALL 3 SIGNING BEFORE NOTARY

To be valid a Self-Proving Affidavit should be signed before a notary by the 1 person making the Will and the 2 witnesses. When completely signed and notarized the Self-Proving Affidavit should be attached by paperclip or staple to the Will it supports.

FORM 3 IS “POWER OF ATTORNEY FOR HEALTH CARE”

Form 3 in this booklet is the commonly used “Power Of Attorney For Health Care” form written by the Wisconsin legislature for people to use, which is located in law at Wisconsin Statutes, Section 155.30. In this form a person (called the “principal”) can name another person to be in charge of health care if needed (called “agent” or “attorney-in-fact”). But a person remains fully in charge of their own health care until 2 physicians say a person is incapacitated (like due to unconsciousness or inability to communicate). On the form an alternate second person can be named agent in case needed. A health care employee can’t be agent unless they are related. Many people name a spouse first, and name an adult child or a friend second. On the form one can say if the agent has power over issues of 1) longer stays in nursing homes, 2) longer stays in “community-based residential facility”, 3) “feeding tube” matters, and 4) power when a person may be pregnant. Next, in the “Statement of Desires” section one can write down any desires, provisions, and limitations which the agent must follow. It is recommended one just trust one’s agent, say yes to them having various powers, and do not give them limiting instructions. On the form there is also a place for wishes about “Anatomical Gifts” (organ donation).

POWER OF ATTORNEY FOR HEALTH CARE SIGNED USING 2 WITNESSES

To be valid the Power Of Attorney For Health Care must be signed by the person doing the form before 2 witnesses who then also sign. Witnesses must be 18 and personally know a person but cannot 1) be related to the person doing the form by blood, marriage, or adoption, 2) be somehow responsible for

the person's health care, 3) be getting property in a Will or somehow inheriting property, 4) be a health care employee serving the person other than social worker or chaplain, or 5) be the person named as agent. On the form there is a "statement" for those named health care agent to sign which is optional and usually done later. Once complete the original form should be kept near a person and copies given to doctors and other health care personnel. The Power of Attorney For Health Care can be revoked just by the principal telling the agent and other persons.

HOSPITALS MAY USE OTHER FORMS ABOUT HEALTH CARE WISHES

People can ask a doctor or medical staff if they use other particular forms covering health care wishes (like a "Do-Not-Resuscitate Form"). Importantly, by law a doctor usually must sign such others form so they usually provide these to people. Some people ask their doctor for a "medallion" or "wallet card" which shows paramedics they have given instructions about their health care to follow. No matter what is signed people can still call for help to get pain relief and supportive care.

FORM 4 IS "DECLARATION TO PHYSICIANS (WISCONSIN LIVING WILL)"

Form 4 in this booklet is the "Declaration To Physicians" form which is also titled the "Wisconsin Living Will". This form is written by the Wisconsin legislature for people to use and is found at Wisconsin Statute, Section 154.03. Many people who have done a Power Of Attorney For Health Care form naming an agent and where health instructions could be given (this form was covered earlier in this booklet) do not bother to do this other form. A Declaration of Physicians only applies if later doctors find someone is in a terminal condition or persistent long-term unconsciousness and lets someone give instructions about "life-sustaining procedures".

COMPLETE DECLARATION TO PHYSICIANS USING 2 WITNESSES

To be valid the Declaration to Physicians (Wisconsin Living Will) must be signed by the person doing the form before 2 witnesses who then also sign. Witnesses cannot 1) be related to the person doing the form by blood, marriage, or adoption, 2) be somehow responsible for the person's health care, 3) be getting property in a Will or somehow inheriting property, or 4) be a health care employee serving the person other than social worker or chaplain. When completed the form should be kept near the person and copies given or shown to doctors and other health care persons. The form can be revoked just by telling other people this.

FORM 5 IS “WISCONSIN STATUTORY FORM POWER OF ATTORNEY FOR FINANCES AND PROPERTY”

Form 5 in this booklet is the “Wisconsin Statutory Form Power of Attorney For Finances And Property” form, also just called the “Power of Attorney” form for short. This form is written by the Wisconsin legislature for people to use and is found at Wisconsin Statute, Section 244.61. This powerful and rarely used document lets a person (called the “Principal”) give what powers over their finances and property they want to another person to let them act for them (called the “agent” or “attorney-in-fact”). With a Power of Attorney a person retains power over things but now another person also has power. A Power of Attorney by letting someone help with bills and paperwork maybe can avoid more serious steps like a guardianship or nursing home. Usually a Power of Attorney to be more useful is “Durable” so continues even when a person becomes incapacitated, but a Power of Attorney ends at death.

POWER OF ATTORNEY LETS ONE PICK POWERS AND INSTRUCTIONS

Helpfully, in the Wisconsin Power of Attorney form a person can select which powers to give the agent by initialing in front of a dozen various powers which powers are further described in Wisconsin statute. But usually broad power is given in case needed. The form also lets special instructions to be given to an agent, but this is rarely done. In the form successor agents can also be named in case needed. And in the form one can name a “guardian” for oneself if ever needed, but this is rarely done.

POWER OF ATTORNEY CAN BE MISUSED AND SHOULD NOT BENEFIT AGENT

A Power of Attorney is dangerous and can be misused including because banks and others will treat the agent just like the Principal letting them sign for him or her, use accounts, sell property, get records, and bind the Principal. The law does impose a legal duty to act properly on the agent. Under Wisconsin law unless a lawyer has gotten involved and the Power of Attorney form has been modified an agent should not use a Power of Attorney to use property or make gifts to their benefit, their family, or anyone they support.

COMPLETE POWER OF ATTORNEY FORM BY SIGNING BEFORE NOTARY

To be valid the Power of Attorney form must be signed by a person before a notary. There also is an “Optional Signature of Agent” spot which usually is signed later if at all. When signed and notarized a Power of Attorney can be kept in a safe place until needed or it can be immediately given to the agent. A Power of Attorney can be revoked just by telling the agent and others who might keep relying on the form. Usually attached to the Power of Attorney form is: 1) an “Appendix” with statutes that describes the possible powers given, and 2) an “Agent’s Certification” form that helps if banks or others later want an agent to say they still have power.

FORM 6 IS “POWER OF ATTORNEY DELEGATING PARENTAL POWERS”

Form 6 in this booklet is the “Power of Attorney Delegating Parental Power“ form which was written by the legislature for people to use, which is found at Wisconsin Statutes, Section 48.979. This form must be signed by all parents with legal custody (usually 2 parents) and lets them give power over a child to another person (called the “agent” or “attorney-in-fact”). This is often done because a child will be away from parents due to school trip, vacation, or stay with relatives or family, and parents want to be sure needed medical or other action is not delayed. The Wisconsin form lets powers given be picked by initialing in front of certain powers, but it is recommended “Full” powers be given just in case. The Wisconsin form usually is limited to 1 year for non-military situations but a shorter period is often written down.

COMPLETE PARENTAL POWER OF ATTORNEY FORM USING NOTARY

To be valid the Parental Power of Attorney is usually signed by all people with legal custody (usually 2 parents) before a notary. On the form there is a space for the named agent to sign which is optional and usually done later. This document can be revoked by parents telling their agent and others this.

FORM 7 IS “AUTHORIZATION FOR FINAL DISPOSITION”

Form 7 in this booklet is the “Authorization For Final Disposition“ form which was written by the Wisconsin legislature for people to use, which is found at Wisconsin Statutes, Section 48.979. This form lets a person name a person to be “representative” in charge of their body after death, any funeral, burial or other disposition like cremation, and related matters. Without this Authorization For Final Disposition form under Wisconsin law the closest spouse, child, parent, sibling, or other relative of the deceased has this power.

One can name a first “representative”, and in case they can’t serve a “first successor representative” and a “second successor representative”. Money for a funeral and related things by law comes from the decedent’s estate’s money and property. One can just trust one’s representative to act wisely, or one can write instructions about 1) “special directions”, 2) “instructions concerning religious observances”, and 3) “suggested source of funds”. Examples of things to write include:

“I want cremation and my remains to go near my buried wife, and want any ceremony my representative feels best”,

“I prefer a funeral with Father Dodd and want him to pick any readings”,

“I prefer a short viewing and cremation with remains to closest family”, or

“My representative can do as he thinks best based on the circumstances and based on his several discussions with me”.

COMPLETE “AUTHORIZATION FOR FINAL DISPOSITION” WITH NOTARY

To be valid the Authorization For Final Disposition is usually completed by a person signing it before a notary, but equally valid is a person signing before 2 witnesses who then also sign. These 2 methods are alternatives and do not use both 2 witnesses and a notary. Any witnesses must be 18 of sound mind, cannot be related by blood or marriage or adoption, and should not be named as representative in the form. In the middle of the form there is room for the representative and any successor representatives to sign but this is optional and often done later.

REMAINDER OF BOOKLET HAS 7 FORMS TO PICK FROM AND FILL OUT

In the rest of this booklet are the 7 legal forms people can pick from to use. To get forms to fill out people can 1) take the booklet and photocopy it, 2) can cut out booklet pages, or 3) people can download a computer file of this booklet and forms to print copies of forms from as the Appendix explains. As explained earlier to help only 1 side of booklet pages have printing and the booklet has 2 copies of each legal document.

PLEASE SEND ANY COMMENTS OR SUGGESTIONS

Please send comments or suggestions to davenportpress@gmail.com. The publisher and authors of this book hope it is helpful to people.

FORMS

**(2 COPIES OF 7 DIFFERENT LEGAL FORMS
APPEAR ON THE FOLLOWING PAGES)**

FORM 1

WISCONSIN BASIC WILL

WISCONSIN BASIC WILL

Wisconsin Statutes, Section 853.55

NOTICE TO THE PERSON WHO SIGNS THIS WILL:

1. THIS WILL DOES NOT DISPOSE OF PROPERTY WHICH PASSES ON YOUR DEATH TO ANY PERSON BY OPERATION OF LAW OR BY ANY CONTRACT. FOR EXAMPLE, THE WILL DOES NOT DISPOSE OF JOINT TENANCY ASSETS, AND IT DOES NOT NORMALLY APPLY TO PROCEEDS OF LIFE INSURANCE ON YOUR LIFE OR YOUR RETIREMENT PLAN BENEFITS.

2. THIS WILL IS NOT DESIGNED TO REDUCE TAXES. YOU SHOULD DISCUSS THE TAX RESULTS OF YOUR DECISIONS WITH A COMPETENT TAX ADVISER.

3. THIS WILL MAY NOT WORK WELL IF YOU HAVE CHILDREN BY A PREVIOUS MARRIAGE OR IF YOU HAVE BUSINESS PROPERTY, PARTICULARLY IF THE BUSINESS IS UNINCORPORATED.

4. YOU CANNOT CHANGE, DELETE OR ADD WORDS TO THE FACE OF THIS WISCONSIN BASIC WILL. YOU MAY REVOKE THIS WISCONSIN BASIC WILL, AND YOU MAY CHANGE IT BY SIGNING A NEW WILL.

5. THE FULL TEXT OF THIS WISCONSIN BASIC WILL, THE DEFINITIONS, THE PROPERTY DISPOSITION CLAUSES AND THE MANDATORY CLAUSES FOLLOW THE END OF THIS WILL AND ARE CONTINUED IN THE PROBATE CODE OF WISCONSIN (CHAPTERS 851 TO 882 OF THE WISCONSIN STATUTES).

6. THE WITNESSES TO THIS WILL SHOULD NOT BE PEOPLE WHO MAY RECEIVE PROPERTY UNDER THIS WILL. YOU SHOULD READ AND CAREFULLY FOLLOW THE WITNESSING PROCEDURE DESCRIBED AT THE END OF THIS WILL.

7. YOU SHOULD KEEP THIS WILL IN YOUR SAFE-DEPOSIT BOX OR OTHER SAFE PLACE.

8. IF YOU MARRY OR DIVORCE AFTER YOU SIGN THIS WILL, YOU SHOULD MAKE AND SIGN A NEW WILL.

9. THIS WILL TREATS ADOPTED CHILDREN AS IF THEY ARE BIRTH CHILDREN.

10. IF YOU HAVE CHILDREN UNDER 21 YEARS OF AGE, YOU MAY WISH TO USE THE WISCONSIN BASIC WILL WITH TRUST OR ANOTHER TYPE OF WILL.

11. IF THIS WISCONSIN BASIC WILL DOES NOT FIT YOUR NEEDS, YOU MAY WANT TO CONSULT WITH A LAWYER.

WISCONSIN BASIC WILL OF

.....
(insert your name)

Article 1. Declaration.

This is my will and I revoke any prior wills and codicils (additions to prior wills).

Article 2. Disposition of My Property

2.1. Personal, Recreational, and Household Items. Except as provided in paragraph 2.2, I give all my furniture, furnishings, household items, recreational equipment, personal automobiles and personal effects to my spouse, if living; otherwise they shall be divided equally among my children who survive me.

2.2. Gifts to Persons or Charities. I make the following gifts to the persons or charities in the cash amount stated in words (.... Dollars) and figures (\$....) or of the property described. I sign in each box used. I write the words "Not Used" in the remaining boxes. If I fail to sign opposite any gift, then no gift is made. If the person mentioned does not survive me or if the charity does not accept the gift, then no gift is made.

<p>FULL NAME OF PERSON OR CHARITY TO RECEIVE GIFT (Name only one. Please print.)</p>	<p>AMOUNT OF CASH GIFT OR DESCRIPTION OF PROPERTY.</p>	<p>SIGNATURE OF TESTATOR</p> <p>.....</p>
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<p>FULL NAME OF PERSON OR CHARITY TO RECEIVE GIFT (Name only one. Please print.)</p>	<p>AMOUNT OF CASH GIFT OR DESCRIPTION OF PROPERTY.</p>	<p>SIGNATURE OF TESTATOR</p> <p>.....</p>
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<p>FULL NAME OF PERSON OR CHARITY TO RECEIVE GIFT (Name only one. Please print.)</p>	<p>AMOUNT OF CASH GIFT OR DESCRIPTION OF PROPERTY.</p>	<p>SIGNATURE OF TESTATOR</p> <p>.....</p>
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<p>FULL NAME OF PERSON OR CHARITY TO RECEIVE GIFT (Name only one. Please print.)</p>	<p>AMOUNT OF CASH GIFT OR DESCRIPTION OF PROPERTY.</p>	<p>SIGNATURE OF TESTATOR</p> <p>.....</p>
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2.3. All Other Assets (My "Residuary Estate"). I adopt only one Property Disposition Clause in this paragraph by writing my signature on the line next to the title of the Property Disposition Clause I wish to adopt. I SIGN ON ONLY ONE LINE. I WRITE THE WORDS "NOT USED" ON THE REMAINING LINE. If I sign on more than one line or if I fail to sign on any line, the property will go under Property Disposition Clause (b) and I realize that means the property will be distributed as if I did not make a will in accordance with Chapter 852 of the Wisconsin Statutes.

PROPERTY DISPOSITION CLAUSES (Select one.)

(a) TO MY SPOUSE IF LIVING, IF NOT LIVING,
THEN TO MY CHILDREN AND THE
DESCENDANTS OF ANY DECEASED
CHILD BY RIGHT OF REPRESENTATION.

(b) TO BE DISTRIBUTED AS IF I DID NOT
HAVE A WILL.

Article 3. Nominations of Personal Representative and Guardian

3.1. Personal Representative. (Name at least one.)

I nominate the person or institution named in the first box of this paragraph to serve as my personal representative. If that person or institution does not serve, then I nominate the others to serve in the order I list them in the other boxes. I confer upon my personal representative the authority to do and perform any act which he or she determines is in the best interest of the estate, with no limitations. This provision shall be given the broadest possible construction. This authority includes, but is not limited to, the power to borrow money, pledge assets, vote stocks and participate in reorganizations, to sell or exchange real or personal property, and to invest funds and retain securities without any limitation by law for investments by fiduciaries.

FIRST PERSONAL REPRESENTATIVE

SECOND PERSONAL REPRESENTATIVE

THIRD PERSONAL REPRESENTATIVE

3.2. Guardian. (If you have a child under 18 years of age, you should name at least one guardian of the child.)

If my spouse dies before I do or if for any other reason a guardian is needed for any child of mine, then I nominate the person named in the first box of this paragraph to serve as guardian of the person and estate of that child. If the person does not serve, then I nominate the person named in the second box of this paragraph to serve as guardian of that child.

FIRST GUARDIAN

SECOND GUARDIAN

3.3. Bond.

My signature in this box means I request that a bond, as set by law, be required for each individual personal representative or guardian named in this will. IF I DO NOT SIGN IN THIS BOX, I REQUEST THAT A BOND NOT BE REQUIRED FOR ANY OF THOSE PERSONS.

I sign my name to this Wisconsin Basic Will on(date), at
..... (city), (state).

STATEMENT OF WITNESSES (You must use two witnesses, who should be adults.)

I declare that the testator signed the will in front of me, acknowledged to me that this document was his or her will or acknowledged to me that the signature above is his or her signature. The testator appears to me to be of sound mind and not under undue influence.

Signature Residence Address:

Print Name
Here Date Signed:

I declare that the testator signed the will in front of me, acknowledged to me that this document was his or her will or acknowledged to me that the signature above is his or her signature. The testator appears to me to be of sound mind and not under undue influence.

Signature Residence Address:

Print Name
Here Date Signed:

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WISCONSIN BASIC WILL

Wisconsin Statutes, Section 853.55

NOTICE TO THE PERSON WHO SIGNS THIS WILL:

1. THIS WILL DOES NOT DISPOSE OF PROPERTY WHICH PASSES ON YOUR DEATH TO ANY PERSON BY OPERATION OF LAW OR BY ANY CONTRACT. FOR EXAMPLE, THE WILL DOES NOT DISPOSE OF JOINT TENANCY ASSETS, AND IT DOES NOT NORMALLY APPLY TO PROCEEDS OF LIFE INSURANCE ON YOUR LIFE OR YOUR RETIREMENT PLAN BENEFITS.

2. THIS WILL IS NOT DESIGNED TO REDUCE TAXES. YOU SHOULD DISCUSS THE TAX RESULTS OF YOUR DECISIONS WITH A COMPETENT TAX ADVISER.

3. THIS WILL MAY NOT WORK WELL IF YOU HAVE CHILDREN BY A PREVIOUS MARRIAGE OR IF YOU HAVE BUSINESS PROPERTY, PARTICULARLY IF THE BUSINESS IS UNINCORPORATED.

4. YOU CANNOT CHANGE, DELETE OR ADD WORDS TO THE FACE OF THIS WISCONSIN BASIC WILL. YOU MAY REVOKE THIS WISCONSIN BASIC WILL, AND YOU MAY CHANGE IT BY SIGNING A NEW WILL.

5. THE FULL TEXT OF THIS WISCONSIN BASIC WILL, THE DEFINITIONS, THE PROPERTY DISPOSITION CLAUSES AND THE MANDATORY CLAUSES FOLLOW THE END OF THIS WILL AND ARE CONTINUED IN THE PROBATE CODE OF WISCONSIN (CHAPTERS 851 TO 882 OF THE WISCONSIN STATUTES).

6. THE WITNESSES TO THIS WILL SHOULD NOT BE PEOPLE WHO MAY RECEIVE PROPERTY UNDER THIS WILL. YOU SHOULD READ AND CAREFULLY FOLLOW THE WITNESSING PROCEDURE DESCRIBED AT THE END OF THIS WILL.

7. YOU SHOULD KEEP THIS WILL IN YOUR SAFE-DEPOSIT BOX OR OTHER SAFE PLACE.

8. IF YOU MARRY OR DIVORCE AFTER YOU SIGN THIS WILL, YOU SHOULD MAKE AND SIGN A NEW WILL.

9. THIS WILL TREATS ADOPTED CHILDREN AS IF THEY ARE BIRTH CHILDREN.

10. IF YOU HAVE CHILDREN UNDER 21 YEARS OF AGE, YOU MAY WISH TO USE THE WISCONSIN BASIC WILL WITH TRUST OR ANOTHER TYPE OF WILL.

11. IF THIS WISCONSIN BASIC WILL DOES NOT FIT YOUR NEEDS, YOU MAY WANT TO CONSULT WITH A LAWYER.

WISCONSIN BASIC WILL OF

.....
(insert your name)

Article 1. Declaration.

This is my will and I revoke any prior wills and codicils (additions to prior wills).

Article 2. Disposition of My Property

2.1. Personal, Recreational, and Household Items. Except as provided in paragraph 2.2, I give all my furniture, furnishings, household items, recreational equipment, personal automobiles and personal effects to my spouse, if living; otherwise they shall be divided equally among my children who survive me.

2.2. Gifts to Persons or Charities. I make the following gifts to the persons or charities in the cash amount stated in words (.... Dollars) and figures (\$....) or of the property described. I sign in each box used. I write the words "Not Used" in the remaining boxes. If I fail to sign opposite any gift, then no gift is made. If the person mentioned does not survive me or if the charity does not accept the gift, then no gift is made.

<p>FULL NAME OF PERSON OR CHARITY TO RECEIVE GIFT (Name only one. Please print.)</p>	<p>AMOUNT OF CASH GIFT OR DESCRIPTION OF PROPERTY.</p>	<p>SIGNATURE OF TESTATOR</p> <p>.....</p>
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<p>FULL NAME OF PERSON OR CHARITY TO RECEIVE GIFT (Name only one. Please print.)</p>	<p>AMOUNT OF CASH GIFT OR DESCRIPTION OF PROPERTY.</p>	<p>SIGNATURE OF TESTATOR</p> <p>.....</p>
--	--	---

<p>FULL NAME OF PERSON OR CHARITY TO RECEIVE GIFT (Name only one. Please print.)</p>	<p>AMOUNT OF CASH GIFT OR DESCRIPTION OF PROPERTY.</p>	<p>SIGNATURE OF TESTATOR</p> <p>.....</p>
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2.3. All Other Assets (My "Residuary Estate"). I adopt only one Property Disposition Clause in this paragraph by writing my signature on the line next to the title of the Property Disposition Clause I wish to adopt. I SIGN ON ONLY ONE LINE. I WRITE THE WORDS "NOT USED" ON THE REMAINING LINE. If I sign on more than one line or if I fail to sign on any line, the property will go under Property Disposition Clause (b) and I realize that means the property will be distributed as if I did not make a will in accordance with Chapter 852 of the Wisconsin Statutes.

PROPERTY DISPOSITION CLAUSES (Select one.)

(a) TO MY SPOUSE IF LIVING, IF NOT LIVING,
THEN TO MY CHILDREN AND THE
DESCENDANTS OF ANY DECEASED
CHILD BY RIGHT OF REPRESENTATION.

(b) TO BE DISTRIBUTED AS IF I DID NOT
HAVE A WILL.

Article 3. Nominations of Personal Representative and Guardian

3.1. Personal Representative. (Name at least one.)

I nominate the person or institution named in the first box of this paragraph to serve as my personal representative. If that person or institution does not serve, then I nominate the others to serve in the order I list them in the other boxes. I confer upon my personal representative the authority to do and perform any act which he or she determines is in the best interest of the estate, with no limitations. This provision shall be given the broadest possible construction. This authority includes, but is not limited to, the power to borrow money, pledge assets, vote stocks and participate in reorganizations, to sell or exchange real or personal property, and to invest funds and retain securities without any limitation by law for investments by fiduciaries.

FIRST PERSONAL REPRESENTATIVE

SECOND PERSONAL REPRESENTATIVE

THIRD PERSONAL REPRESENTATIVE

3.2. Guardian. (If you have a child under 18 years of age, you should name at least one guardian of the child.)

If my spouse dies before I do or if for any other reason a guardian is needed for any child of mine, then I nominate the person named in the first box of this paragraph to serve as guardian of the person and estate of that child. If the person does not serve, then I nominate the person named in the second box of this paragraph to serve as guardian of that child.

FIRST GUARDIAN

SECOND GUARDIAN

3.3. Bond.

My signature in this box means I request that a bond, as set by law, be required for each individual personal representative or guardian named in this will. IF I DO NOT SIGN IN THIS BOX, I REQUEST THAT A BOND NOT BE REQUIRED FOR ANY OF THOSE PERSONS.

I sign my name to this Wisconsin Basic Will on(date), at
..... (city), (state).

STATEMENT OF WITNESSES (You must use two witnesses, who should be adults.)

I declare that the testator signed the will in front of me, acknowledged to me that this document was his or her will or acknowledged to me that the signature above is his or her signature. The testator appears to me to be of sound mind and not under undue influence.

Signature Residence Address:

Print Name
Here Date Signed:

I declare that the testator signed the will in front of me, acknowledged to me that this document was his or her will or acknowledged to me that the signature above is his or her signature. The testator appears to me to be of sound mind and not under undue influence.

Signature Residence Address:

Print Name
Here Date Signed:

FORM 2

SELF-PROVING AFFIDAVIT

SELF-PROVING AFFIDAVIT

Wisconsin Statutes, Section 853.04

State of Wisconsin

County of

We,, and
....., the testator and the witnesses whose names
are signed to the foregoing instrument, being first duly sworn, do declare to the
undersigned authority all of the following:

- 1. The testator executed the instrument as his or her will.
- 2. The testator signed willingly, or willingly directed another to sign for him or her.
- 3. The testator executed the will as a free and voluntary act.
- 4. Each of the witnesses, in the conscious presence of the testator, signed the will as witness.
- 5. To the best of the knowledge of each witness, the testator was, at the time of execution, 18 years of age or older, of sound mind and under no constraint or undue influence.

Testator:

Witness:

Witness:

Subscribed and sworn to before me by, the
testator, and by and,
witnesses, this day of,

Signed:

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SELF-PROVING AFFIDAVIT

Wisconsin Statutes, Section 853.04

State of Wisconsin

County of

We,, and
....., the testator and the witnesses whose names
are signed to the foregoing instrument, being first duly sworn, do declare to the
undersigned authority all of the following:

1. The testator executed the instrument as his or her will.
2. The testator signed willingly, or willingly directed another to sign for him or her.
3. The testator executed the will as a free and voluntary act.
4. Each of the witnesses, in the conscious presence of the testator, signed the will as witness.
5. To the best of the knowledge of each witness, the testator was, at the time of execution, 18 years of age or older, of sound mind and under no constraint or undue influence.

Testator:

Witness:

Witness:

Subscribed and sworn to before me by, the
testator, and by and,
witnesses, this day of

Signed:

FORM 3

POWER OF ATTORNEY FOR HEALTH CARE

POWER OF ATTORNEY FOR HEALTH CARE

NOTICE TO PERSON MAKING THIS DOCUMENT

YOU HAVE THE RIGHT TO MAKE DECISIONS ABOUT YOUR HEALTH CARE. NO HEALTH CARE MAY BE GIVEN TO YOU OVER YOUR OBJECTION, AND NECESSARY HEALTH CARE MAY NOT BE STOPPED OR WITHHELD IF YOU OBJECT.

BECAUSE YOUR HEALTH CARE PROVIDERS IN SOME CASES MAY NOT HAVE HAD THE OPPORTUNITY TO ESTABLISH A LONG-TERM RELATIONSHIP WITH YOU, THEY ARE OFTEN UNFAMILIAR WITH YOUR BELIEFS AND VALUES AND THE DETAILS OF YOUR FAMILY RELATIONSHIPS. THIS POSES A PROBLEM IF YOU BECOME PHYSICALLY OR MENTALLY UNABLE TO MAKE DECISIONS ABOUT YOUR HEALTH CARE.

IN ORDER TO AVOID THIS PROBLEM, YOU MAY SIGN THIS LEGAL DOCUMENT TO SPECIFY THE PERSON WHOM YOU WANT TO MAKE HEALTH CARE DECISIONS FOR YOU IF YOU ARE UNABLE TO MAKE THOSE DECISIONS PERSONALLY. THAT PERSON IS KNOWN AS YOUR HEALTH CARE AGENT. YOU SHOULD TAKE SOME TIME TO DISCUSS YOUR THOUGHTS AND BELIEFS ABOUT MEDICAL TREATMENT WITH THE PERSON OR PERSONS WHOM YOU HAVE SPECIFIED. YOU MAY STATE IN THIS ANY TYPES OF HEALTH CARE THAT YOU DO OR DO NOT DESIRE, AND YOU MAY LIMIT THE AUTHORITY OF YOUR HEALTH CARE AGENT. IF YOUR HEALTH CARE AGENT IS UNAWARE OF YOUR DESIRES WITH RESPECT TO A PARTICULAR HEALTH CARE DECISION, HE OR SHE IS REQUIRED TO DETERMINE WHAT WOULD BE IN YOUR BEST INTERESTS IN MAKING THE DECISION.

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT GIVES YOUR AGENT BROAD POWERS TO MAKE HEALTH CARE DECISIONS FOR YOU. IT REVOKES ANY PRIOR POWER OF ATTORNEY FOR HEALTH CARE THAT YOU MAY HAVE MADE. IF YOU WISH TO CHANGE YOUR POWER OF ATTORNEY FOR HEALTH CARE, YOU MAY REVOKE THIS DOCUMENT AT ANY TIME BY DESTROYING IT, BY DIRECTING ANOTHER PERSON TO DESTROY IT IN YOUR PRESENCE, BY SIGNING A WRITTEN AND DATED STATEMENT OR BY STATING THAT IT IS REVOKED IN THE PRESENCE OF TWO WITNESSES. IF YOU REVOKE, YOU SHOULD NOTIFY YOUR AGENT, YOUR HEALTH CARE PROVIDERS AND ANY OTHER PERSON TO WHOM YOU HAVE GIVEN A COPY. IF YOUR AGENT IS YOUR SPOUSE AND YOUR MARRIAGE IS ANNULLED OR YOU ARE DIVORCED AFTER SIGNING THIS DOCUMENT, THE DOCUMENT IS INVALID.

YOU MAY ALSO USE THIS DOCUMENT TO MAKE OR REFUSE TO MAKE AN ANATOMICAL GIFT UPON YOUR DEATH. IF YOU USE THIS DOCUMENT TO MAKE OR REFUSE TO MAKE AN ANATOMICAL GIFT, THIS DOCUMENT REVOKES ANY PRIOR DOCUMENT OF GIFT THAT YOU MAY HAVE MADE. YOU MAY REVOKE OR CHANGE ANY ANATOMICAL GIFT THAT YOU MAKE BY THIS DOCUMENT BY CROSSING OUT THE ANATOMICAL GIFT PROVISION IN THIS DOCUMENT.

DO NOT SIGN THIS DOCUMENT UNLESS YOU CLEARLY UNDERSTAND IT.

IT IS SUGGESTED THAT YOU KEEP THE ORIGINAL OF THIS DOCUMENT ON FILE WITH YOUR PHYSICIAN.

POWER OF ATTORNEY FOR HEALTH CARE

Wisconsin Statutes, Section 155.30

Document made this ____ day of _____ (month), _____ (year).

CREATION OF POWER OF ATTORNEY FOR HEALTH CARE

I, _____ (print

name, address and date of birth), being of sound mind, intend by this document to create a power of attorney for health care. My executing this power of attorney for health care is voluntary. Despite the creation of this power of attorney for health care, I expect to be fully informed about and allowed to participate in any health care decision for me, to the extent that I am able. For the purposes of this document, "health care decision" means an informed decision to accept, maintain, discontinue or refuse any care, treatment, service or procedure to maintain, diagnose or treat my physical or mental condition.

In addition, I may, by this document, specify my wishes with respect to making an anatomical gift upon my death.

DESIGNATION OF HEALTH CARE AGENT

If I am no longer able to make health care decisions for myself, due to my incapacity, I hereby designate _____

_____ (print name, address and telephone number) to be my health care agent for the purpose of making health care decisions on my behalf. If he or she is ever unable or unwilling to do so, I hereby designate _____

_____ (print name, address and telephone number) to be my alternate health care agent for the purpose of making health care decisions on my behalf. Neither my health care agent nor my alternate health care agent whom I have designated is my health care provider, an employee of my health care provider, an employee of a health care facility in which I am a patient or a spouse of any of those persons, unless he or she is also my relative. For purposes of this document, "incapacity" exists if 2 physicians or a physician and a psychologist who have personally examined me sign a statement that specifically expresses their opinion that I have a condition that means that I am unable to receive and evaluate information effectively or to communicate decisions to such an extent that I lack the capacity to manage my health care decisions. A copy of that statement must be attached to this document.

GENERAL STATEMENT OF AUTHORITY GRANTED

Unless I have specified otherwise in this document, if I ever have incapacity I instruct my health care provider to obtain the health care decision of my health care agent, if I need treatment, for all of my health care and treatment. I have discussed my desires thoroughly with my health care agent and believe that he or she understands my philosophy regarding the health care decisions I would make if I were able. I desire that my wishes be carried out through the authority given to my health care agent under this document.

If I am unable, due to my incapacity, to make a health care decision, my health care agent is instructed to make the health care decision for me, but my health care agent should try to discuss with me any specific proposed health care if I am able to communicate in any manner, including by blinking my eyes. If this communication cannot be made, my health care agent shall base his or her decision on any health care choices that I have expressed prior to the time of the decision. If I have not expressed a health care choice about the health care in question and communication cannot be made, my health care agent shall base his or her health care decision on what he or she believes to be in my best interest.

LIMITATIONS ON MENTAL HEALTH TREATMENT

My health care agent may not admit or commit me on an inpatient basis to an institution for mental diseases, an intermediate care facility for the mentally retarded, a state treatment facility or a treatment facility. My health care agent may not consent to experimental mental health research or psychosurgery, electro-convulsive treatment or drastic mental health treatment procedures for me.

ADMISSION TO NURSING HOMES OR COMMUNITY-BASED RESIDENTIAL FACILITIES

My health care agent may admit me to a nursing home or community-based residential facility for short-term stays for recuperative care or respite care.

If I have checked "Yes" to the following, my health care agent may admit me for a purpose other than recuperative care or respite care, but if I have checked "No" to the following, my health care agent may not so admit me:

1. A nursing home - - Yes _____ No _____
2. A community-based residential facility - - Yes _____ No _____

If I have not checked either "Yes" or "No" immediately above, my health care agent may admit me only for short-term stays for recuperative care or respite care.

PROVISION OF A FEEDING TUBE

If I have checked "Yes" to the following, my health care agent may have a feeding tube withheld or withdrawn from me, unless my physician has advised that, in his or her professional judgment, this will cause me pain or will reduce my comfort. If I have checked "No" to the following, my health care agent may not have a feeding tube withheld or withdrawn from me.

My health care agent may not have orally ingested nutrition or hydration withheld or withdrawn from me unless the provision of the nutrition or hydration is medically contraindicated.

- Withhold or withdraw a feeding tube - - Yes _____ No _____

If I have not checked either "Yes" or "No" immediately above, my health care agent may not have a feeding tube withdrawn from me.

HEALTH CARE DECISIONS FOR PREGNANT WOMEN

If I have checked "Yes" to the following, my health care agent may make health care decisions for me even if my health care agent knows I am pregnant. If I have checked "No"

to the following, my health care agent may not make health care decisions for me if my health care agent knows I am pregnant.

Health care decision if I am pregnant- Yes _____ No _____

If I have not checked either "Yes" or "No" immediately above, my health care agent may not make health care decisions for me if my health care agent knows I am pregnant.

STATEMENT OF DESIRES, SPECIAL PROVISIONS OR LIMITATIONS

In exercising authority under this document, my health care agent shall act consistently with my following stated desires, if any, and is subject to any special provisions or limitations that I specify. The following are specific desires, provisions or limitations that I wish to state:

- 1) _____
- 2) _____
- 3) _____

INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH

Subject to any limitations in this document, my health care agent has the authority to do all of the following:

- (a) Request, review and receive any information, oral or written, regarding my physical or mental health, including medical and hospital records.
- (b) Execute on my behalf any documents that may be required in order to obtain this information.
- (c) Consent to the disclosure of this information.

(The principal and the witnesses all must sign the document at the same time.)

SIGNATURE OF PRINCIPAL

(person creating the power of attorney for health care)

Signature _____ Date _____

(The signing of this document by the principal revokes all previous powers of attorney for health care documents.)

STATEMENT OF WITNESSES

I know the principal personally and I believe him or her to be of sound mind and at least 18 years of age. I believe that his or her execution of this power of attorney for health care is voluntary. I am at least 18 years of age, am not related to the principal by blood, marriage or adoption and am not directly financially responsible for the principal's health care. I am not a health care provider who is serving the principal at this time, an employee of

the health care provider, other than a chaplain or a social worker, of an inpatient health care facility in which the declarant is a patient. I am not the principal's health care agent. To the best of my knowledge, I am not entitled to and do not have a claim on the principal's estate.

Witness Number 1:

(Print) Name _____ Date _____

Address _____

Signature _____

Witness Number 2:

(Print) Name _____ Date _____

Address _____

Signature _____

STATEMENT OF HEALTH CARE AGENT AND ALTERNATE HEALTH CARE AGENT

I understand that _____ (name of principal) has designated me to be his or her health care agent or alternate health care agent if he or she is ever found to have incapacity and unable to make health care decisions himself or herself. _____ (name of principal) has discussed his or her desires regarding health care decisions with me.

Agent's signature _____

Address _____

Alternate's signature _____

Address _____

Failure to execute a power of attorney for health care document under chapter 155 of the Wisconsin Statutes creates no presumption about the intent of any individual with regard to his or her health care decisions.

This power of attorney for health care is executed as provided in chapter 155 of the Wisconsin Statutes.

ANATOMICAL GIFTS (optional)

Upon my death:

___ I wish to donate only the following organs or parts: _____
_____ (specify the organs or parts).

___ I wish to donate any needed organ or part.

___ I wish to donate my body for anatomical study if needed.

___ I refuse to make an anatomical gift. (If this revokes a prior commitment that I have made to make an anatomical gift to a designated donee, I will attempt to notify the donee to which or to whom I agreed to donate.)

Failing to check any of the lines immediately above creates no presumption about my desire to make or refuse to make an anatomical gift.

Signature _____

Date _____

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POWER OF ATTORNEY FOR HEALTH CARE

NOTICE TO PERSON MAKING THIS DOCUMENT

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BECAUSE YOUR HEALTH CARE PROVIDERS IN SOME CASES MAY NOT HAVE HAD THE OPPORTUNITY TO ESTABLISH A LONG-TERM RELATIONSHIP WITH YOU, THEY ARE OFTEN UNFAMILIAR WITH YOUR BELIEFS AND VALUES AND THE DETAILS OF YOUR FAMILY RELATIONSHIPS. THIS POSES A PROBLEM IF YOU BECOME PHYSICALLY OR MENTALLY UNABLE TO MAKE DECISIONS ABOUT YOUR HEALTH CARE.

IN ORDER TO AVOID THIS PROBLEM, YOU MAY SIGN THIS LEGAL DOCUMENT TO SPECIFY THE PERSON WHOM YOU WANT TO MAKE HEALTH CARE DECISIONS FOR YOU IF YOU ARE UNABLE TO MAKE THOSE DECISIONS PERSONALLY. THAT PERSON IS KNOWN AS YOUR HEALTH CARE AGENT. YOU SHOULD TAKE SOME TIME TO DISCUSS YOUR THOUGHTS AND BELIEFS ABOUT MEDICAL TREATMENT WITH THE PERSON OR PERSONS WHOM YOU HAVE SPECIFIED. YOU MAY STATE IN THIS ANY TYPES OF HEALTH CARE THAT YOU DO OR DO NOT DESIRE, AND YOU MAY LIMIT THE AUTHORITY OF YOUR HEALTH CARE AGENT. IF YOUR HEALTH CARE AGENT IS UNAWARE OF YOUR DESIRES WITH RESPECT TO A PARTICULAR HEALTH CARE DECISION, HE OR SHE IS REQUIRED TO DETERMINE WHAT WOULD BE IN YOUR BEST INTERESTS IN MAKING THE DECISION.

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YOU MAY ALSO USE THIS DOCUMENT TO MAKE OR REFUSE TO MAKE AN ANATOMICAL GIFT UPON YOUR DEATH. IF YOU USE THIS DOCUMENT TO MAKE OR REFUSE TO MAKE AN ANATOMICAL GIFT, THIS DOCUMENT REVOKES ANY PRIOR DOCUMENT OF GIFT THAT YOU MAY HAVE MADE. YOU MAY REVOKE OR CHANGE ANY ANATOMICAL GIFT THAT YOU MAKE BY THIS DOCUMENT BY CROSSING OUT THE ANATOMICAL GIFT PROVISION IN THIS DOCUMENT.

DO NOT SIGN THIS DOCUMENT UNLESS YOU CLEARLY UNDERSTAND IT.

IT IS SUGGESTED THAT YOU KEEP THE ORIGINAL OF THIS DOCUMENT ON FILE WITH YOUR PHYSICIAN.

POWER OF ATTORNEY FOR HEALTH CARE

Wisconsin Statutes, Section 155.30

Document made this ____ day of _____ (month), _____ (year).

CREATION OF POWER OF ATTORNEY FOR HEALTH CARE

I, _____ (print

name, address and date of birth), being of sound mind, intend by this document to create a power of attorney for health care. My executing this power of attorney for health care is voluntary. Despite the creation of this power of attorney for health care, I expect to be fully informed about and allowed to participate in any health care decision for me, to the extent that I am able. For the purposes of this document, "health care decision" means an informed decision to accept, maintain, discontinue or refuse any care, treatment, service or procedure to maintain, diagnose or treat my physical or mental condition.

In addition, I may, by this document, specify my wishes with respect to making an anatomical gift upon my death.

DESIGNATION OF HEALTH CARE AGENT

If I am no longer able to make health care decisions for myself, due to my incapacity, I hereby designate _____

_____ (print name, address and telephone number) to be my health care agent for the purpose of making health care decisions on my behalf. If he or she is ever unable or unwilling to do so, I hereby designate _____

_____ (print name, address and telephone number) to be my alternate health care agent for the purpose of making health care decisions on my behalf. Neither my health care agent nor my alternate health care agent whom I have designated is my health care provider, an employee of my health care provider, an employee of a health care facility in which I am a patient or a spouse of any of those persons, unless he or she is also my relative. For purposes of this document, "incapacity" exists if 2 physicians or a physician and a psychologist who have personally examined me sign a statement that specifically expresses their opinion that I have a condition that means that I am unable to receive and evaluate information effectively or to communicate decisions to such an extent that I lack the capacity to manage my health care decisions. A copy of that statement must be attached to this document.

GENERAL STATEMENT OF AUTHORITY GRANTED

Unless I have specified otherwise in this document, if I ever have incapacity I instruct my health care provider to obtain the health care decision of my health care agent, if I need treatment, for all of my health care and treatment. I have discussed my desires thoroughly with my health care agent and believe that he or she understands my philosophy regarding the health care decisions I would make if I were able. I desire that my wishes be carried out through the authority given to my health care agent under this document.

If I am unable, due to my incapacity, to make a health care decision, my health care agent is instructed to make the health care decision for me, but my health care agent should try to discuss with me any specific proposed health care if I am able to communicate in any manner, including by blinking my eyes. If this communication cannot be made, my health care agent shall base his or her decision on any health care choices that I have expressed prior to the time of the decision. If I have not expressed a health care choice about the health care in question and communication cannot be made, my health care agent shall base his or her health care decision on what he or she believes to be in my best interest.

LIMITATIONS ON MENTAL HEALTH TREATMENT

My health care agent may not admit or commit me on an inpatient basis to an institution for mental diseases, an intermediate care facility for the mentally retarded, a state treatment facility or a treatment facility. My health care agent may not consent to experimental mental health research or psychosurgery, electro-convulsive treatment or drastic mental health treatment procedures for me.

ADMISSION TO NURSING HOMES OR COMMUNITY-BASED RESIDENTIAL FACILITIES

My health care agent may admit me to a nursing home or community-based residential facility for short-term stays for recuperative care or respite care.

If I have checked "Yes" to the following, my health care agent may admit me for a purpose other than recuperative care or respite care, but if I have checked "No" to the following, my health care agent may not so admit me:

1. A nursing home - - Yes _____ No _____
2. A community-based residential facility - - Yes _____ No _____

If I have not checked either "Yes" or "No" immediately above, my health care agent may admit me only for short-term stays for recuperative care or respite care.

PROVISION OF A FEEDING TUBE

If I have checked "Yes" to the following, my health care agent may have a feeding tube withheld or withdrawn from me, unless my physician has advised that, in his or her professional judgment, this will cause me pain or will reduce my comfort. If I have checked "No" to the following, my health care agent may not have a feeding tube withheld or withdrawn from me.

My health care agent may not have orally ingested nutrition or hydration withheld or withdrawn from me unless the provision of the nutrition or hydration is medically contraindicated.

- Withhold or withdraw a feeding tube - - Yes _____ No _____

If I have not checked either "Yes" or "No" immediately above, my health care agent may not have a feeding tube withdrawn from me.

HEALTH CARE DECISIONS FOR PREGNANT WOMEN

If I have checked "Yes" to the following, my health care agent may make health care decisions for me even if my health care agent knows I am pregnant. If I have checked "No"

to the following, my health care agent may not make health care decisions for me if my health care agent knows I am pregnant.

Health care decision if I am pregnant- Yes _____ No _____

If I have not checked either "Yes" or "No" immediately above, my health care agent may not make health care decisions for me if my health care agent knows I am pregnant.

STATEMENT OF DESIRES, SPECIAL PROVISIONS OR LIMITATIONS

In exercising authority under this document, my health care agent shall act consistently with my following stated desires, if any, and is subject to any special provisions or limitations that I specify. The following are specific desires, provisions or limitations that I wish to state:

- 1) _____
- 2) _____
- 3) _____

INSPECTION AND DISCLOSURE OF INFORMATION RELATING TO MY PHYSICAL OR MENTAL HEALTH

Subject to any limitations in this document, my health care agent has the authority to do all of the following:

- (a) Request, review and receive any information, oral or written, regarding my physical or mental health, including medical and hospital records.
- (b) Execute on my behalf any documents that may be required in order to obtain this information.
- (c) Consent to the disclosure of this information.

(The principal and the witnesses all must sign the document at the same time.)

SIGNATURE OF PRINCIPAL

(person creating the power of attorney for health care)

Signature _____ Date _____

(The signing of this document by the principal revokes all previous powers of attorney for health care documents.)

STATEMENT OF WITNESSES

I know the principal personally and I believe him or her to be of sound mind and at least 18 years of age. I believe that his or her execution of this power of attorney for health care is voluntary. I am at least 18 years of age, am not related to the principal by blood, marriage or adoption and am not directly financially responsible for the principal's health care. I am not a health care provider who is serving the principal at this time, an employee of

the health care provider, other than a chaplain or a social worker, of an inpatient health care facility in which the declarant is a patient. I am not the principal's health care agent. To the best of my knowledge, I am not entitled to and do not have a claim on the principal's estate.

Witness Number 1:

(Print) Name _____ Date _____

Address _____

Signature _____

Witness Number 2:

(Print) Name _____ Date _____

Address _____

Signature _____

STATEMENT OF HEALTH CARE AGENT AND ALTERNATE HEALTH CARE AGENT

I understand that _____ (name of principal) has designated me to be his or her health care agent or alternate health care agent if he or she is ever found to have incapacity and unable to make health care decisions himself or herself. _____ (name of principal) has discussed his or her desires regarding health care decisions with me.

Agent's signature _____

Address _____

Alternate's signature _____

Address _____

Failure to execute a power of attorney for health care document under chapter 155 of the Wisconsin Statutes creates no presumption about the intent of any individual with regard to his or her health care decisions.

This power of attorney for health care is executed as provided in chapter 155 of the Wisconsin Statutes.

ANATOMICAL GIFTS (optional)

Upon my death:

___ I wish to donate only the following organs or parts: _____
_____ (specify the organs or parts).

___ I wish to donate any needed organ or part.

___ I wish to donate my body for anatomical study if needed.

___ I refuse to make an anatomical gift. (If this revokes a prior commitment that I have made to make an anatomical gift to a designated donee, I will attempt to notify the donee to which or to whom I agreed to donate.)

Failing to check any of the lines immediately above creates no presumption about my desire to make or refuse to make an anatomical gift.

Signature _____

Date _____

FORM 4

**DECLARATION TO PHYSICIANS
(WISCONSIN LIVING WILL)**

**DECLARATION TO PHYSICIANS
(WISCONSIN LIVING WILL)**

Wisconsin Statutes, Section 154.03

I, _____, being of sound mind, voluntarily state my desire that my dying may not be prolonged under the circumstances specified in this document. Under those circumstances, I direct that I be permitted to die naturally. If I am unable to give directions regarding the use of life-sustaining procedures or feeding tubes, I intend that my family and physician honor this document as the final expression of my legal right to refuse medical or surgical treatment.

1. If I have a **TERMINAL CONDITION**, as determined by 2 physicians who have personally examined me, I do not want my dying to be artificially prolonged and I do not want life-sustaining procedures to be used. In addition, the following are my directions regarding the use of feeding tubes:

YES, I want feeding tubes used if I have a terminal condition.

NO, I do not want feeding tubes used if I have a terminal condition.

If you have not checked either box, feeding tubes will be used.

2. If I am in a **PERSISTENT VEGETATIVE STATE**, as determined by 2 physicians who have personally examined me, the following are my directions regarding the use of life-sustaining procedures:

YES, I want life-sustaining procedures used if I am in a persistent vegetative state.

NO, I do not want life-sustaining procedures used if I am in a persistent vegetative state.

If you have not checked either box, life-sustaining procedures will be used.

3. If I am in a **PERSISTENT VEGETATIVE STATE**, as determined by 2 physicians who have personally examined me, the following are my directions regarding the use of feeding tubes:

YES, I want feeding tubes used if I am in a persistent vegetative state.

NO, I do not want feeding tubes used if I am in a persistent vegetative state.

If you have not checked either box, feeding tubes will be used.

If you are interested in more information about the significant terms used in this document, see section 154.01 of the Wisconsin Statutes or the information accompanying this document.

ATTENTION: You and the 2 witnesses must sign the document at the same time.

Signed _____ Date _____

Address _____ Date of birth _____

I believe that the person signing this document is of sound mind. I am an adult and am not related to the person signing this document by blood, marriage or adoption. I am not entitled to and do not have a claim on any portion of the person's estate and am not otherwise restricted by law from being a witness.

Witness signature _____ Date signed _____

Print name _____

Witness signature _____ Date signed _____

Print name _____

DIRECTIVES TO ATTENDING PHYSICIAN

1. This document authorizes the withholding or withdrawal of life-sustaining procedures or of feeding tubes when 2 physicians, one of whom is the attending physician, have personally examined and certified in writing that the patient has a terminal condition or is in a persistent vegetative state.

2. The choices in this document were made by a competent adult. Under the law, the patient's stated desires must be followed unless you believe that withholding or withdrawing life-sustaining procedures or feeding tubes would cause the patient pain or reduced comfort and that the pain or discomfort cannot be alleviated through pain relief measures. If the patient's stated desires are that life-sustaining procedures or feeding tubes be used, this directive must be followed.

3. If you feel that you cannot comply with this document, you must make a good faith attempt to transfer the patient to another physician who will comply. Refusal or failure to make a good faith attempt to do so constitutes unprofessional conduct.

4. If you know that the patient is pregnant, this document has no effect during her pregnancy.

* * * *

The person making this living will may use the following space to record the names of those individuals and health care providers to whom he or she has given copies of this document:

BLANK PAGE

**DECLARATION TO PHYSICIANS
(WISCONSIN LIVING WILL)**

Wisconsin Statutes, Section 154.03

I, _____, being of sound mind, voluntarily state my desire that my dying may not be prolonged under the circumstances specified in this document. Under those circumstances, I direct that I be permitted to die naturally. If I am unable to give directions regarding the use of life-sustaining procedures or feeding tubes, I intend that my family and physician honor this document as the final expression of my legal right to refuse medical or surgical treatment.

1. If I have a **TERMINAL CONDITION**, as determined by 2 physicians who have personally examined me, I do not want my dying to be artificially prolonged and I do not want life-sustaining procedures to be used. In addition, the following are my directions regarding the use of feeding tubes:

YES, I want feeding tubes used if I have a terminal condition.

NO, I do not want feeding tubes used if I have a terminal condition.

If you have not checked either box, feeding tubes will be used.

2. If I am in a **PERSISTENT VEGETATIVE STATE**, as determined by 2 physicians who have personally examined me, the following are my directions regarding the use of life-sustaining procedures:

YES, I want life-sustaining procedures used if I am in a persistent vegetative state.

NO, I do not want life-sustaining procedures used if I am in a persistent vegetative state.

If you have not checked either box, life-sustaining procedures will be used.

3. If I am in a **PERSISTENT VEGETATIVE STATE**, as determined by 2 physicians who have personally examined me, the following are my directions regarding the use of feeding tubes:

YES, I want feeding tubes used if I am in a persistent vegetative state.

NO, I do not want feeding tubes used if I am in a persistent vegetative state.

If you have not checked either box, feeding tubes will be used.

If you are interested in more information about the significant terms used in this document, see section 154.01 of the Wisconsin Statutes or the information accompanying this document.

ATTENTION: You and the 2 witnesses must sign the document at the same time.

Signed _____ Date _____

Address _____ Date of birth _____

I believe that the person signing this document is of sound mind. I am an adult and am not related to the person signing this document by blood, marriage or adoption. I am not entitled to and do not have a claim on any portion of the person's estate and am not otherwise restricted by law from being a witness.

Witness signature _____ Date signed _____

Print name _____

Witness signature _____ Date signed _____

Print name _____

DIRECTIVES TO ATTENDING PHYSICIAN

1. This document authorizes the withholding or withdrawal of life-sustaining procedures or of feeding tubes when 2 physicians, one of whom is the attending physician, have personally examined and certified in writing that the patient has a terminal condition or is in a persistent vegetative state.

2. The choices in this document were made by a competent adult. Under the law, the patient's stated desires must be followed unless you believe that withholding or withdrawing life-sustaining procedures or feeding tubes would cause the patient pain or reduced comfort and that the pain or discomfort cannot be alleviated through pain relief measures. If the patient's stated desires are that life-sustaining procedures or feeding tubes be used, this directive must be followed.

3. If you feel that you cannot comply with this document, you must make a good faith attempt to transfer the patient to another physician who will comply. Refusal or failure to make a good faith attempt to do so constitutes unprofessional conduct.

4. If you know that the patient is pregnant, this document has no effect during her pregnancy.

* * * *

The person making this living will may use the following space to record the names of those individuals and health care providers to whom he or she has given copies of this document:

FORM 5

**WISCONSIN STATUTORY FORM
POWER OF ATTORNEY
FOR FINANCES AND PROPERTY**

**WISCONSIN STATUTORY FORM
POWER OF ATTORNEY
FOR FINANCES AND PROPERTY**

IMPORTANT INFORMATION

THIS POWER OF ATTORNEY AUTHORIZES ANOTHER PERSON (YOUR AGENT) TO MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU (THE PRINCIPAL). YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO YOUR PROPERTY (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE TO ACT FOR YOURSELF. THE MEANING OF AUTHORITY OVER SUBJECTS LISTED ON THIS FORM IS EXPLAINED IN THE UNIFORM POWER OF ATTORNEY FOR FINANCES AND PROPERTY ACT IN CHAPTER 244 OF THE WISCONSIN STATUTES.

THIS POWER OF ATTORNEY DOES NOT AUTHORIZE THE AGENT TO MAKE HEALTH-CARE DECISIONS FOR YOU.

YOU SHOULD SELECT SOMEONE YOU TRUST TO SERVE AS YOUR AGENT. UNLESS YOU SPECIFY OTHERWISE, GENERALLY THE AGENT'S AUTHORITY WILL CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF ATTORNEY OR THE AGENT RESIGNS OR IS UNABLE TO ACT FOR YOU.

YOUR AGENT IS ENTITLED TO REASONABLE COMPENSATION UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.

THIS FORM PROVIDES FOR DESIGNATION OF ONE AGENT. IF YOU WISH TO NAME MORE THAN ONE AGENT YOU MAY NAME A COAGENT IN THE SPECIAL INSTRUCTIONS. COAGENTS ARE NOT REQUIRED TO ACT TOGETHER UNLESS YOU INCLUDE THAT REQUIREMENT IN THE SPECIAL INSTRUCTIONS.

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 MAY ALSO NAME A 2ND SUCCESSOR AGENT.

THIS POWER OF ATTORNEY BECOMES EFFECTIVE IMMEDIATELY UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS. THIS POWER OF ATTORNEY DOES NOT REVOKE ANY POWER OF ATTORNEY EXECUTED PREVIOUSLY UNLESS YOU SO PROVIDE IN THE SPECIAL INSTRUCTIONS.

IF YOU REVOKE THIS POWER OF ATTORNEY, YOU SHOULD NOTIFY YOUR AGENT AND ANY OTHER PERSON TO WHOM YOU HAVE GIVEN A COPY. IF YOUR AGENT IS YOUR SPOUSE OR DOMESTIC PARTNER AND YOUR MARRIAGE IS ANNULLED OR YOU ARE DIVORCED OR LEGALLY SEPARATED OR THE DOMESTIC PARTNERSHIP IS TERMINATED AFTER SIGNING THIS DOCUMENT, THE DOCUMENT IS INVALID.

IF YOU HAVE QUESTIONS ABOUT THE POWER OF ATTORNEY OR THE AUTHORITY YOU ARE GRANTING TO YOUR AGENT, YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING THIS FORM.

WISCONSIN STATUTORY FORM POWER OF ATTORNEY FOR FINANCES AND PROPERTY

Wisconsin Statutes, Section 244.61

DESIGNATION OF AGENT

I _____ (name of principal) name the following person as my agent:

Name of agent: _____

Agent's address: _____

Agent's telephone number: _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of successor agent: _____

Successor agent's address: _____

Successor agent's telephone number: _____

If my successor agent is unable or unwilling to act for me, I name as my 2nd successor agent:

Name of 2nd successor agent: _____

Second successor agent's address: _____

Second successor agent's telephone number: _____

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Uniform Power of Attorney for Finances and Property Act in chapter 244 of the Wisconsin statutes:

(INITIAL each subject you want to include in the agent's general authority.)

<input type="checkbox"/>	REAL PROPERTY
<input type="checkbox"/>	TANGIBLE PERSONAL PROPERTY
<input type="checkbox"/>	STOCKS AND BONDS
<input type="checkbox"/>	COMMODITIES AND OPTIONS
<input type="checkbox"/>	BANKS AND OTHER FINANCIAL INSTITUTIONS
<input type="checkbox"/>	OPERATION OF ENTITY OR BUSINESS
<input type="checkbox"/>	INSURANCE AND ANNUITIES
<input type="checkbox"/>	ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS
<input type="checkbox"/>	CLAIMS AND LITIGATION
<input type="checkbox"/>	PERSONAL AND FAMILY MAINTENANCE
<input type="checkbox"/>	BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE
<input type="checkbox"/>	RETIREMENT PLANS
<input type="checkbox"/>	TAXES

LIMITATION ON AGENT'S AUTHORITY

An agent who is not my spouse or domestic partner MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the special instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions in the following space

EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the special instructions.

NOMINATION OF GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a guardian of my estate or guardian of my person, I nominate the following person(s) for appointment:

Name of nominee for guardian of my estate: _____

Nominee's address: _____

Nominee's telephone number: _____

Name of nominee for guardian of my person: _____

Nominee's address: _____

Nominee's telephone number: _____

RELIANCE ON THIS POWER OF ATTORNEY FOR FINANCES AND PROPERTY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows that the power of attorney has been terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

Your signature _____ Date _____

Your name printed _____

Your address _____

Your telephone number _____

State of Wisconsin

County of _____

This document was acknowledged before me on _____ (date), by _____ (name of principal).

Signature of notary _____

My commission expires: _____

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 UPON YOU LEGAL DUTIES THAT CONTINUE UNTIL YOU RESIGN OR THE POWER OF ATTORNEY IS TERMINATED OR REVOKED. YOU MUST DO ALL OF THE FOLLOWING:

- (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.
- (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 DO ALL OF THE FOLLOWING:
 - (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.
 - (6) ATTEMPT TO PRESERVE THE PRINCIPAL'S ESTATE PLAN IF YOU KNOW THE PLAN AND PRESERVING THE PLAN IS CONSISTENT WITH THE PRINCIPAL'S BEST INTEREST.

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 ALL OF THE FOLLOWING:

- (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.
- (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 SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY STATE THAT SUCH AN ACTION WILL NOT TERMINATE YOUR AUTHORITY.
- (6) IF YOU ARE THE PRINCIPAL'S DOMESTIC PARTNER AND YOUR DOMESTIC PARTNERSHIP IS TERMINATED, UNLESS THE SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY STATE THAT SUCH AN ACTION WILL NOT TERMINATE YOUR AUTHORITY.

LIABILITY OF AGENT

THE MEANING OF THE AUTHORITY GRANTED TO YOU IS DEFINED IN THE UNIFORM POWER OF ATTORNEY FOR FINANCES AND PROPERTY ACT IN CHAPTER [244](#) OF THE WISCONSIN STATUTES. IF YOU VIOLATE THE UNIFORM POWER OF ATTORNEY FOR FINANCES AND PROPERTY ACT IN CHAPTER [244](#) OF THE WISCONSIN STATUTES OR ACT OUTSIDE THE AUTHORITY GRANTED, YOU MAY BE LIABLE FOR ANY DAMAGES CAUSED BY YOUR VIOLATION. IF THERE IS ANYTHING ABOUT THIS DOCUMENT OR YOUR DUTIES THAT YOU DO NOT UNDERSTAND, YOU SHOULD SEEK LEGAL ADVICE.

OPTIONAL SIGNATURE OF AGENT

I HAVE READ AND ACCEPT THE DUTIES AND LIABILITIES OF THE AGENT AS SPECIFIED IN THIS POWER OF ATTORNEY.

Agent's signature _____

Date _____

APPENDIX

Wisconsin Statutes, Chapter 244, Subchapter II

244.41 Authority that requires specific grant, grant of general authority.

- (1) An agent under a power of attorney may do any of the following on behalf of the principal or with the principal's property only if the power of attorney expressly grants the agent the authority and the exercise of that authority is not otherwise prohibited by another agreement or instrument to which the authority or property is subject:
- (a) Create, amend, revoke, or terminate an inter vivos trust.
 - (b) Make a gift.
 - (c) Create or change rights of survivorship.
 - (d) Create or change a beneficiary designation.
 - (e) Delegate authority granted under the power of attorney.
 - (f) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
 - (g) Exercise fiduciary powers that principal has authority to delegate.
 - (h) Disclaim property, including a power of appointment.
- (2) Notwithstanding a grant of authority to do an act described in sub. (1), unless the power of attorney otherwise provides, an agent who is not a spouse or domestic partner of the principal, may not do any of the following:
- (a) Exercise authority under a power of attorney to create in the agent an interest in the principal's property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.
 - (b) Exercise authority under a power of attorney to create in an individual to whom the agent owes a legal obligation of support, an interest in the principal's property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.
- (3) Subject to subs. (1), (2), (4), and (5), if a power of attorney grants to an agent the authority to do all acts that a principal could do, the agent has the general authority described in ss. 244.44 to 244.56.
- (4) Unless the power of attorney otherwise provides, a grant of authority to make a gift is subject to s. 244.57.
- (5) Subject to subs. (1), (2), and (4), if the subjects over which authority is granted in a power of attorney are similar or overlap, the broadest authority controls.
- (6) Authority granted in a power of attorney is exercisable with respect to property that the principal has when the power of attorney is executed or acquires later, whether or not the property is located in this state and whether or not the authority is exercised or the power of attorney is executed in this state.
- (7) An act performed by an agent pursuant to a power of attorney has the same effect and inures to the benefit of and binds the principal and the principal's successors in interest as if the principal had performed the act.

244.42 Incorporation of authority.

- (1) An agent has the authority described in this subchapter if the power of attorney refers to general authority as indicated by section titles for ss. 244.44 to 244.56 or cites the section in which the authority is described.
- (2) A reference in a power of attorney to general authority with respect to the descriptive term for a subject in ss. 244.44 to 244.56 or a citation to any of ss. 244.44 to 244.56 incorporates the entire section as if it were set out in full in the power of attorney.
- (3) A principal may modify authority incorporated by reference.

244.43 Construction of authority generally. Except as otherwise provided in the power of attorney, by executing a power of attorney that incorporates by reference a subject described in ss. 244.44 to 244.56 or that grants to an agent authority to do all acts that a principal could do under s. 244.41 (3), a principal authorizes the agent, with respect to that subject, to do all of the following:

- (1) Demand, receive, and obtain by any lawful means, money or another thing of value to which the principal is, may become, or claims to be entitled, and conserve, invest, disburse, or use anything so received or obtained for the purposes intended.
- (2) Contract with any person, on terms agreeable to the agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by or on behalf of the principal.
- (3) Execute, acknowledge, seal, deliver, file, or record any instrument or communication the agent considers desirable to accomplish a purpose of a transaction, including creating a schedule listing some or all of the principal's property and attaching it to the power of attorney.
- (4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in favor of or against the principal or intervene in litigation relating to the claim.
- (5) Seek on the principal's behalf the assistance of a court or other governmental agency to carry out an act authorized in the power of attorney.
- (6) Engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor.
- (7) Prepare, execute, and file a record, report, or other document to safeguard or promote the principal's interest under a statute, rule, or regulation.
- (8) Communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality, on behalf of the principal.
- (9) Access communications intended for, and communicate on behalf of, the principal by any means.
- (10) Do any lawful act with respect to a subject described in ss. 244.44 to 244.56 and all property related to that subject.

244.44 Real property. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to real property authorizes the agent to do all of the following:

- (1) Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property.
- (2) Sell; exchange; convey with or without covenants, representations, or warranties; quit claim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property.
- (3) Pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.

(4) Release, assign, satisfy, or enforce by any lawful means a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted.

(5) Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including by doing any of the following:

(a) Insuring against liability or casualty or other loss.

(b) Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise.

(c) Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments.

(d) Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property.

(6) Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has, or claims to have, an interest or right.

(7) Participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including by doing any of the following:

(a) Selling or otherwise disposing of the stocks, bonds, or property.

(b) Exercising or selling an option, right of conversion, or similar right with respect to the stocks, bonds, or property.

(c) Exercising any voting rights in person or by proxy.

(8) Change the form of title of an interest in or right incident to real property.

(9) Dedicate to public use, with or without consideration, easements or other real property which principal has or claims an interest.

244.45 Tangible personal property. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to tangible personal property authorizes the agent to do all of the following:

(1) Demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property.

(2) Sell; exchange; convey with or without covenants, representations, or warranties; quit claim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or otherwise dispose of tangible personal property or an interest in tangible personal property.

(3) Grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.

(4) Release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property.

(5) Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including by doing any of the following:

(a) Insuring against liability or casualty or other loss.

(b) Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise.

(c) Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments.

(d) Moving the property from place to place.

(e) Storing the property for hire or under a gratuitous bailment.

(f) Using and making repairs, alterations, or improvements to the property.

(6) Change the form of title of an interest in tangible personal property.

244.46 Stocks and bonds. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to stocks and bonds authorizes the agent to do all of the following:

(1) Buy, sell, and exchange stocks and bonds.

(2) Establish, continue, modify, or terminate an account with respect to stocks and bonds.

(3) Pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal.

(4) Receive certificates and other evidences of ownership with respect to stocks and bonds.

(5) Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

(6) Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds.

(7) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which principal is a party concerning stocks and bonds.

244.47 Commodities and options. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to commodities and options authorizes the agent to do all of the following:

(1) Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange.

(2) Establish, continue, modify, and terminate option accounts.

244.48 Banks and other financial institutions. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to banks and other financial institutions authorizes the agent to do all of the following:

(1) Continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal.

(2) Establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent.

(3) Contract for services available from a financial institution, including renting a safe deposit box or space in a vault.

(4) Withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution.

(5) Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them.

(6) Enter a safe deposit box or vault and withdraw or add to contents.

(7) Borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.

(8) Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order; transfer money, receive the cash or other proceeds of those transactions; and accept a draft drawn by a person upon the principal and pay it when due.

(9) Receive for the principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument.

(10) Apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit.

(11) Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

244.49 Operation of entity or business. Subject to the terms of a document or an agreement governing an entity or business or an entity or business ownership interest, and unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to operation of an entity or business authorizes the agent to do all of the following:

(1) Operate, buy, sell, enlarge, reduce, or terminate an ownership interest.

(2) Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have.

(3) Enforce the terms of an ownership agreement.

(4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest.

(5) Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds.

(6) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which principal is a party concerning stocks and bonds.

(7) With respect to an entity or business owned solely by the principal, do all of the following:

(a) Continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of the power of attorney.

(b) Determine all of the following:

1. The location of its operation.

2. The nature and extent of its business.

3. The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation.

4. The amount and types of insurance carried.

5. The mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors.

(c) Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business.

(d) Demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the entity or business and control and disburse the money in operation of the entity or business.

(8) Put additional capital into an entity or business in which the principal has an interest.

(9) Join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business.

(10) Sell or liquidate all or part of an entity or business.

(11) Establish the value of an entity or business under a buy-out agreement to which the principal is a party.

(12) Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments.

(13) Pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

244.50 Insurance and annuities. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to insurance and annuities authorizes the agent to do all of the following:

(1) Continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract.

(2) Procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse or domestic partner, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment.

(3) Pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent.

(4) Apply for and receive a loan secured by a contract of insurance or annuity.

(5) Surrender and receive the cash surrender value on a contract of insurance or annuity.

(6) Exercise an election.

(7) Exercise investment powers available under a contract of insurance or annuity.

(8) Change the manner of paying premiums on a contract of insurance or annuity.

(9) Change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this section.

(10) Apply for and procure a benefit or assistance under a statute, rule, or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal.

(11) Collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity.

(12) Select the form and timing of the payment of proceeds from a contract of insurance or annuity.

(13) Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

244.51 Estates, trusts, and other beneficial interests.

(1) In this section, "estates, trusts, and other beneficial interests" means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which the principal is, may become, or claims to be, entitled to a share or payment.

(2) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to estates, trusts, and other beneficial interests authorizes the agent to do all of the following:

- (a) Accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or beneficial interest.
- (b) Demand or obtain money or another thing of value to which the principal is, may become, or claims to be, entitled by reason of an estate, trust, or beneficial interest, by litigation or otherwise.
- (c) Exercise for the benefit of the principal a presently exercisable general power of appointment held by the principal.
- (d) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal.
- (e) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary.
- (f) Conserve, invest, disburse, or use anything received for an authorized purpose.
- (g) Transfer an interest of the principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the principal as settlor.
- (h) Sign a waiver or consent in a probate matter.
- (i) Reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from an estate, trust, or beneficial interest.

244.52 Claims and litigation. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to claims and litigation authorizes the agent to do all of the following:

- (1) Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief.
- (2) Bring an action to determine adverse claims or intervene or otherwise participate in litigation.
- (3) Seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use any available procedure to effect or satisfy a judgment, order, or decree.
- (4) Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation.
- (5) Submit to alternative dispute resolution, settle, and propose or accept a compromise.
- (6) Waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation.

(7) Act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value.

(8) Pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation.

(9) Receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

244.53 Personal and family maintenance.

(1) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to personal and family maintenance authorizes the agent to do all of the following:

(a) Perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse or the principal's domestic partner, and the following individuals, whether living when the power of attorney is executed or later born:

1. The principal's children.
2. Other individuals legally entitled to be supported by the principal.
3. The individuals whom the principal has customarily supported or indicated the intent to support.

(b) Make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party.

(c) Provide living quarters for the individuals described in par. (a) by doing any of the following:

1. Purchasing, leasing, or entering into a contract.
2. Paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals.

(d) Provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in par. (a).

(e) Pay expenses for necessary health care and custodial care on behalf of the individuals described in par. (a).

(f) Act as the principal's personal representative under 42 USC 1320d, the Health Insurance Portability and Accountability Act, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the principal or anyone authorized under the law of this state to consent to health care on behalf of the principal.

(g) Continue any provision made by the principal for motor vehicles or other means of transportation, including registering, licensing, insuring, and replacing the vehicles, for the individuals described in par. (a).

(h) Maintain credit and debit accounts for the convenience of the individuals described in par. (a) and open new accounts.

(i) Continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

(2) Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an agent may or may not have with respect to gifts under this chapter.

244.54 Benefits from governmental programs or civil or military service.

(1) In this section, "benefits from governmental programs or civil or military service" means any benefit, program or assistance provided

under a statute, rule, or regulation, including social security, medicare, and medicaid.

(2) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to benefits from governmental programs or civil or military service authorizes the agent to do all of the following:

- (a) Execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the individuals described in s. 244.53 (1) (a), and for shipment of their household effects.
- (b) Take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose.
- (c) Enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf, a benefit or program.
- (d) Prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute, rule, or regulation.
- (e) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the principal may be entitled to receive under a statute, rule, or regulation.
- (f) Receive the financial proceeds of a claim described in par. (d) and conserve, invest, disburse, or use for a lawful purpose anything so received.

244.55 Retirement plans.

(1) In this section, "retirement plan" means a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which the principal is a participant, beneficiary, or owner, including the following plans or accounts:

- (a) An individual retirement account under section 408 of the Internal Revenue Code.
- (b) A Roth individual retirement account under section 408A of the Internal Revenue Code.
- (c) A deemed individual retirement account under section 408 (q) of the Internal Revenue Code.
- (d) An annuity or mutual fund custodial account under section 403 (b) of the Internal Revenue Code.
- (e) A pension, profit-sharing, stock bonus, or other retirement plan qualified under section 401 (a) of the Internal Revenue Code.
- (f) A plan under section 457 (b) of the Internal Revenue Code.
- (g) A nonqualified deferred compensation plan under section 409A of the Internal Revenue Code.

(2) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to retirement plans authorizes the agent to do all of the following:

- (a) Select the form and timing of payments under a retirement plan and withdraw benefits from a plan.
- (b) Make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another.
- (c) Establish a retirement plan in the principal's name.
- (d) Make contributions to a retirement plan.

- (e) Exercise investment powers available under a retirement plan.
- (f) Borrow from, sell assets to, or purchase assets from a retirement plan.

244.56 Taxes. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to taxes authorizes the agent to do all of the following:

- (1) Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under 2032A of the Internal Revenue Code, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years.
- (2) Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority.
- (3) Exercise any election available to the principal under federal, state, local, or foreign tax law.
- (4) Act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

244.57 Gifts.

(1) In this section, a gift "for the benefit of" a person includes a gift to a trust, an account under ss. 54.854 to 54.898, and a tuition savings account or prepaid tuition plan as defined under section 529 of the Internal Revenue Code.

(2) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to gifts authorizes the agent to do all of the following:

- (a) Make outright to, or for the benefit of, a person, a gift of any of the principal's property, including by the exercise of a presently exercisable general power of appointment held by the principal, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under section 2503 (b) of the Internal Revenue Code, without regard to whether the federal gift tax exclusion applies to the gift, or if the principal's spouse agrees to consent to a split gift under section 2513 of the Internal Revenue Code, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit.
- (b) Consent, under section 2513 of the Internal Revenue Code, to the splitting of a gift made by the principal's spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses.
- (c) Make a gift of the principal's property only as the agent determines is consistent with the principal's objectives if actually known by the agent and, if unknown, as the agent determines is consistent with the principal's best interest based on all relevant factors, including all of the following:
 1. The value and nature of the principal's property.
 2. The principal's foreseeable obligations and need for maintenance.
 3. Minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes.
 4. Eligibility for a benefit, a program, or assistance under a statute, rule, or regulation.
 5. The principal's personal history of making or joining in making gifts.

The following optional form may be used by an agent to certify facts concerning a power of attorney for finances and property.

AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY FOR FINANCES AND PROPERTY AND AGENT'S AUTHORITY

State of: _____

County of: _____

I, _____ (name of agent), certify under penalty of perjury that _____ (name of principal) granted me authority as an agent or successor agent in a power of attorney dated _____.

I further certify that to my knowledge:

- (1) The principal is alive and has not revoked the power of attorney or my authority to act under the power of attorney, and the power of attorney and my authority to act under the power of attorney have not terminated.
- (2) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred.
- (3) If I was named as a successor agent, the prior agent is no longer able or willing to serve.
- (4) _____

(insert other relevant statements)

SIGNATURE AND ACKNOWLEDGMENT

Agent's signature _____ Date _____

Agent's name printed _____

Agent's address: _____

Agent's telephone number: _____

State of: _____ County of: _____

This document was acknowledged before me on

Date _____ by (name of agent) _____

Signature of notary _____

(Seal, if any)

My commission expires: _____

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**WISCONSIN STATUTORY FORM
POWER OF ATTORNEY
FOR FINANCES AND PROPERTY**

IMPORTANT INFORMATION

THIS POWER OF ATTORNEY AUTHORIZES ANOTHER PERSON (YOUR AGENT) TO MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU (THE PRINCIPAL). YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO YOUR PROPERTY (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE TO ACT FOR YOURSELF. THE MEANING OF AUTHORITY OVER SUBJECTS LISTED ON THIS FORM IS EXPLAINED IN THE UNIFORM POWER OF ATTORNEY FOR FINANCES AND PROPERTY ACT IN CHAPTER 244 OF THE WISCONSIN STATUTES.

THIS POWER OF ATTORNEY DOES NOT AUTHORIZE THE AGENT TO MAKE HEALTH-CARE DECISIONS FOR YOU.

YOU SHOULD SELECT SOMEONE YOU TRUST TO SERVE AS YOUR AGENT. UNLESS YOU SPECIFY OTHERWISE, GENERALLY THE AGENT'S AUTHORITY WILL CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF ATTORNEY OR THE AGENT RESIGNS OR IS UNABLE TO ACT FOR YOU.

YOUR AGENT IS ENTITLED TO REASONABLE COMPENSATION UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.

THIS FORM PROVIDES FOR DESIGNATION OF ONE AGENT. IF YOU WISH TO NAME MORE THAN ONE AGENT YOU MAY NAME A COAGENT IN THE SPECIAL INSTRUCTIONS. COAGENTS ARE NOT REQUIRED TO ACT TOGETHER UNLESS YOU INCLUDE THAT REQUIREMENT IN THE SPECIAL INSTRUCTIONS.

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 MAY ALSO NAME A 2ND SUCCESSOR AGENT.

THIS POWER OF ATTORNEY BECOMES EFFECTIVE IMMEDIATELY UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS. THIS POWER OF ATTORNEY DOES NOT REVOKE ANY POWER OF ATTORNEY EXECUTED PREVIOUSLY UNLESS YOU SO PROVIDE IN THE SPECIAL INSTRUCTIONS.

IF YOU REVOKE THIS POWER OF ATTORNEY, YOU SHOULD NOTIFY YOUR AGENT AND ANY OTHER PERSON TO WHOM YOU HAVE GIVEN A COPY. IF YOUR AGENT IS YOUR SPOUSE OR DOMESTIC PARTNER AND YOUR MARRIAGE IS ANNULLED OR YOU ARE DIVORCED OR LEGALLY SEPARATED OR THE DOMESTIC PARTNERSHIP IS TERMINATED AFTER SIGNING THIS DOCUMENT, THE DOCUMENT IS INVALID.

IF YOU HAVE QUESTIONS ABOUT THE POWER OF ATTORNEY OR THE AUTHORITY YOU ARE GRANTING TO YOUR AGENT, YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING THIS FORM.

WISCONSIN STATUTORY FORM POWER OF ATTORNEY FOR FINANCES AND PROPERTY

Wisconsin Statutes, Section 244.61

DESIGNATION OF AGENT

I _____ (name of principal) name the following person as my agent:

Name of agent: _____

Agent's address: _____

Agent's telephone number: _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of successor agent: _____

Successor agent's address: _____

Successor agent's telephone number: _____

If my successor agent is unable or unwilling to act for me, I name as my 2nd successor agent:

Name of 2nd successor agent: _____

Second successor agent's address: _____

Second successor agent's telephone number: _____

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Uniform Power of Attorney for Finances and Property Act in chapter 244 of the Wisconsin statutes:

(INITIAL each subject you want to include in the agent's general authority.)

<input type="checkbox"/>	REAL PROPERTY
<input type="checkbox"/>	TANGIBLE PERSONAL PROPERTY
<input type="checkbox"/>	STOCKS AND BONDS
<input type="checkbox"/>	COMMODITIES AND OPTIONS
<input type="checkbox"/>	BANKS AND OTHER FINANCIAL INSTITUTIONS
<input type="checkbox"/>	OPERATION OF ENTITY OR BUSINESS
<input type="checkbox"/>	INSURANCE AND ANNUITIES
<input type="checkbox"/>	ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS
<input type="checkbox"/>	CLAIMS AND LITIGATION
<input type="checkbox"/>	PERSONAL AND FAMILY MAINTENANCE
<input type="checkbox"/>	BENEFITS FROM GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE
<input type="checkbox"/>	RETIREMENT PLANS
<input type="checkbox"/>	TAXES

LIMITATION ON AGENT'S AUTHORITY

An agent who is not my spouse or domestic partner MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the special instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions in the following space

EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the special instructions.

NOMINATION OF GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a guardian of my estate or guardian of my person, I nominate the following person(s) for appointment:

Name of nominee for guardian of my estate: _____

Nominee's address: _____

Nominee's telephone number: _____

Name of nominee for guardian of my person: _____

Nominee's address: _____

Nominee's telephone number: _____

RELIANCE ON THIS POWER OF ATTORNEY FOR FINANCES AND PROPERTY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows that the power of attorney has been terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

Your signature _____ Date _____

Your name printed _____

Your address _____

Your telephone number _____

State of Wisconsin

County of _____

This document was acknowledged before me on _____ (date), by _____ (name of principal).

Signature of notary _____

My commission expires: _____

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 UPON YOU LEGAL DUTIES THAT CONTINUE UNTIL YOU RESIGN OR THE POWER OF ATTORNEY IS TERMINATED OR REVOKED. YOU MUST DO ALL OF THE FOLLOWING:

- (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.
- (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 DO ALL OF THE FOLLOWING:
 - (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.
 - (6) ATTEMPT TO PRESERVE THE PRINCIPAL'S ESTATE PLAN IF YOU KNOW THE PLAN AND PRESERVING THE PLAN IS CONSISTENT WITH THE PRINCIPAL'S BEST INTEREST.

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 ALL OF THE FOLLOWING:

- (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.
- (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 SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY STATE THAT SUCH AN ACTION WILL NOT TERMINATE YOUR AUTHORITY.
- (6) IF YOU ARE THE PRINCIPAL'S DOMESTIC PARTNER AND YOUR DOMESTIC PARTNERSHIP IS TERMINATED, UNLESS THE SPECIAL INSTRUCTIONS IN THIS POWER OF ATTORNEY STATE THAT SUCH AN ACTION WILL NOT TERMINATE YOUR AUTHORITY.

LIABILITY OF AGENT

THE MEANING OF THE AUTHORITY GRANTED TO YOU IS DEFINED IN THE UNIFORM POWER OF ATTORNEY FOR FINANCES AND PROPERTY ACT IN CHAPTER [244](#) OF THE WISCONSIN STATUTES. IF YOU VIOLATE THE UNIFORM POWER OF ATTORNEY FOR FINANCES AND PROPERTY ACT IN CHAPTER [244](#) OF THE WISCONSIN STATUTES OR ACT OUTSIDE THE AUTHORITY GRANTED, YOU MAY BE LIABLE FOR ANY DAMAGES CAUSED BY YOUR VIOLATION. IF THERE IS ANYTHING ABOUT THIS DOCUMENT OR YOUR DUTIES THAT YOU DO NOT UNDERSTAND, YOU SHOULD SEEK LEGAL ADVICE.

OPTIONAL SIGNATURE OF AGENT

I HAVE READ AND ACCEPT THE DUTIES AND LIABILITIES OF THE AGENT AS SPECIFIED IN THIS POWER OF ATTORNEY.

Agent's signature _____

Date _____

APPENDIX

Wisconsin Statutes, Chapter 244, Subchapter II

244.41 Authority that requires specific grant, grant of general authority.

- (1) An agent under a power of attorney may do any of the following on behalf of the principal or with the principal's property only if the power of attorney expressly grants the agent the authority and the exercise of that authority is not otherwise prohibited by another agreement or instrument to which the authority or property is subject:
- (a) Create, amend, revoke, or terminate an inter vivos trust.
 - (b) Make a gift.
 - (c) Create or change rights of survivorship.
 - (d) Create or change a beneficiary designation.
 - (e) Delegate authority granted under the power of attorney.
 - (f) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
 - (g) Exercise fiduciary powers that principal has authority to delegate.
 - (h) Disclaim property, including a power of appointment.
- (2) Notwithstanding a grant of authority to do an act described in sub. (1), unless the power of attorney otherwise provides, an agent who is not a spouse or domestic partner of the principal, may not do any of the following:
- (a) Exercise authority under a power of attorney to create in the agent an interest in the principal's property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.
 - (b) Exercise authority under a power of attorney to create in an individual to whom the agent owes a legal obligation of support, an interest in the principal's property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.
- (3) Subject to subs. (1), (2), (4), and (5), if a power of attorney grants to an agent the authority to do all acts that a principal could do, the agent has the general authority described in ss. 244.44 to 244.56.
- (4) Unless the power of attorney otherwise provides, a grant of authority to make a gift is subject to s. 244.57.
- (5) Subject to subs. (1), (2), and (4), if the subjects over which authority is granted in a power of attorney are similar or overlap, the broadest authority controls.
- (6) Authority granted in a power of attorney is exercisable with respect to property that the principal has when the power of attorney is executed or acquires later, whether or not the property is located in this state and whether or not the authority is exercised or the power of attorney is executed in this state.
- (7) An act performed by an agent pursuant to a power of attorney has the same effect and inures to the benefit of and binds the principal and the principal's successors in interest as if the principal had performed the act.

244.42 Incorporation of authority.

- (1) An agent has the authority described in this subchapter if the power of attorney refers to general authority as indicated by section titles for ss. 244.44 to 244.56 or cites the section in which the authority is described.
- (2) A reference in a power of attorney to general authority with respect to the descriptive term for a subject in ss. 244.44 to 244.56 or a citation to any of ss. 244.44 to 244.56 incorporates the entire section as if it were set out in full in the power of attorney.
- (3) A principal may modify authority incorporated by reference.

244.43 Construction of authority generally. Except as otherwise provided in the power of attorney, by executing a power of attorney that incorporates by reference a subject described in ss. 244.44 to 244.56 or that grants to an agent authority to do all acts that a principal could do under s. 244.41 (3), a principal authorizes the agent, with respect to that subject, to do all of the following:

- (1) Demand, receive, and obtain by any lawful means, money or another thing of value to which the principal is, may become, or claims to be entitled, and conserve, invest, disburse, or use anything so received or obtained for the purposes intended.
- (2) Contract with any person, on terms agreeable to the agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by or on behalf of the principal.
- (3) Execute, acknowledge, seal, deliver, file, or record any instrument or communication the agent considers desirable to accomplish a purpose of a transaction, including creating a schedule listing some or all of the principal's property and attaching it to the power of attorney.
- (4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in favor of or against the principal or intervene in litigation relating to the claim.
- (5) Seek on the principal's behalf the assistance of a court or other governmental agency to carry out an act authorized in the power of attorney.
- (6) Engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor.
- (7) Prepare, execute, and file a record, report, or other document to safeguard or promote the principal's interest under a statute, rule, or regulation.
- (8) Communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality, on behalf of the principal.
- (9) Access communications intended for, and communicate on behalf of, the principal by any means.
- (10) Do any lawful act with respect to a subject described in ss. 244.44 to 244.56 and all property related to that subject.

244.44 Real property. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to real property authorizes the agent to do all of the following:

- (1) Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property.
- (2) Sell; exchange; convey with or without covenants, representations, or warranties; quit claim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property.
- (3) Pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.

(4) Release, assign, satisfy, or enforce by any lawful means a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted.

(5) Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the principal, including by doing any of the following:

(a) Insuring against liability or casualty or other loss.

(b) Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise.

(c) Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments.

(d) Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property.

(6) Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the principal has, or claims to have, an interest or right.

(7) Participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including by doing any of the following:

(a) Selling or otherwise disposing of the stocks, bonds, or property.

(b) Exercising or selling an option, right of conversion, or similar right with respect to the stocks, bonds, or property.

(c) Exercising any voting rights in person or by proxy.

(8) Change the form of title of an interest in or right incident to real property.

(9) Dedicate to public use, with or without consideration, easements or other real property which principal has or claims an interest.

244.45 Tangible personal property. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to tangible personal property authorizes the agent to do all of the following:

(1) Demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property.

(2) Sell; exchange; convey with or without covenants, representations, or warranties; quit claim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or otherwise dispose of tangible personal property or an interest in tangible personal property.

(3) Grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.

(4) Release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the principal, with respect to tangible personal property or an interest in tangible personal property.

(5) Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including by doing any of the following:

(a) Insuring against liability or casualty or other loss.

(b) Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise.

(c) Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments.

(d) Moving the property from place to place.

(e) Storing the property for hire or under a gratuitous bailment.

(f) Using and making repairs, alterations, or improvements to the property.

(6) Change the form of title of an interest in tangible personal property.

244.46 Stocks and bonds. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to stocks and bonds authorizes the agent to do all of the following:

(1) Buy, sell, and exchange stocks and bonds.

(2) Establish, continue, modify, or terminate an account with respect to stocks and bonds.

(3) Pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the principal.

(4) Receive certificates and other evidences of ownership with respect to stocks and bonds.

(5) Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

(6) Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds.

(7) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which principal is a party concerning stocks and bonds.

244.47 Commodities and options. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to commodities and options authorizes the agent to do all of the following:

(1) Buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange.

(2) Establish, continue, modify, and terminate option accounts.

244.48 Banks and other financial institutions. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to banks and other financial institutions authorizes the agent to do all of the following:

(1) Continue, modify, and terminate an account or other banking arrangement made by or on behalf of the principal.

(2) Establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent.

(3) Contract for services available from a financial institution, including renting a safe deposit box or space in a vault.

(4) Withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution.

(5) Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them.

(6) Enter a safe deposit box or vault and withdraw or add to contents.

(7) Borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal.

(8) Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to the principal or the principal's order; transfer money, receive the cash or other proceeds of those transactions; and accept a draft drawn by a person upon the principal and pay it when due.

(9) Receive for the principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument.

(10) Apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit.

(11) Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

244.49 Operation of entity or business. Subject to the terms of a document or an agreement governing an entity or business or an entity or business ownership interest, and unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to operation of an entity or business authorizes the agent to do all of the following:

(1) Operate, buy, sell, enlarge, reduce, or terminate an ownership interest.

(2) Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the principal has, may have, or claims to have.

(3) Enforce the terms of an ownership agreement.

(4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the principal is a party because of an ownership interest.

(5) Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the principal has or claims to have as the holder of stocks and bonds.

(6) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which principal is a party concerning stocks and bonds.

(7) With respect to an entity or business owned solely by the principal, do all of the following:

(a) Continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the principal with respect to the entity or business before execution of the power of attorney.

(b) Determine all of the following:

1. The location of its operation.

2. The nature and extent of its business.

3. The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation.

4. The amount and types of insurance carried.

5. The mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors.

(c) Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business.

(d) Demand and receive money due or claimed by the principal or on the principal's behalf in the operation of the entity or business and control and disburse the money in operation of the entity or business.

(8) Put additional capital into an entity or business in which the principal has an interest.

(9) Join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business.

(10) Sell or liquidate all or part of an entity or business.

(11) Establish the value of an entity or business under a buy-out agreement to which the principal is a party.

(12) Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments.

(13) Pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

244.50 Insurance and annuities. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to insurance and annuities authorizes the agent to do all of the following:

(1) Continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal which insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract.

(2) Procure new, different, and additional contracts of insurance and annuities for the principal and the principal's spouse or domestic partner, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment.

(3) Pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent.

(4) Apply for and receive a loan secured by a contract of insurance or annuity.

(5) Surrender and receive the cash surrender value on a contract of insurance or annuity.

(6) Exercise an election.

(7) Exercise investment powers available under a contract of insurance or annuity.

(8) Change the manner of paying premiums on a contract of insurance or annuity.

(9) Change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this section.

(10) Apply for and procure a benefit or assistance under a statute, rule, or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal.

(11) Collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity.

(12) Select the form and timing of the payment of proceeds from a contract of insurance or annuity.

(13) Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

244.51 Estates, trusts, and other beneficial interests.

(1) In this section, "estates, trusts, and other beneficial interests" means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which the principal is, may become, or claims to be, entitled to a share or payment.

(2) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to estates, trusts, and other beneficial interests authorizes the agent to do all of the following:

- (a) Accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or beneficial interest.
- (b) Demand or obtain money or another thing of value to which the principal is, may become, or claims to be, entitled by reason of an estate, trust, or beneficial interest, by litigation or otherwise.
- (c) Exercise for the benefit of the principal a presently exercisable general power of appointment held by the principal.
- (d) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal.
- (e) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary.
- (f) Conserve, invest, disburse, or use anything received for an authorized purpose.
- (g) Transfer an interest of the principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the principal as settlor.
- (h) Sign a waiver or consent in a probate matter.
- (i) Reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from an estate, trust, or beneficial interest.

244.52 Claims and litigation. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to claims and litigation authorizes the agent to do all of the following:

- (1) Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of value, recover damages sustained by the principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief.
- (2) Bring an action to determine adverse claims or intervene or otherwise participate in litigation.
- (3) Seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use any available procedure to effect or satisfy a judgment, order, or decree.
- (4) Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the principal in litigation.
- (5) Submit to alternative dispute resolution, settle, and propose or accept a compromise.
- (6) Waive the issuance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon which process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation.

(7) Act for the principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the principal in property or other thing of value.

(8) Pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation.

(9) Receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

244.53 Personal and family maintenance.

(1) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to personal and family maintenance authorizes the agent to do all of the following:

(a) Perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse or the principal's domestic partner, and the following individuals, whether living when the power of attorney is executed or later born:

1. The principal's children.
2. Other individuals legally entitled to be supported by the principal.
3. The individuals whom the principal has customarily supported or indicated the intent to support.

(b) Make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the principal is a party.

(c) Provide living quarters for the individuals described in par. (a) by doing any of the following:

1. Purchasing, leasing, or entering into a contract.
2. Paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by those individuals.

(d) Provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in par. (a).

(e) Pay expenses for necessary health care and custodial care on behalf of the individuals described in par. (a).

(f) Act as the principal's personal representative under 42 USC 1320d, the Health Insurance Portability and Accountability Act, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the principal or anyone authorized under the law of this state to consent to health care on behalf of the principal.

(g) Continue any provision made by the principal for motor vehicles or other means of transportation, including registering, licensing, insuring, and replacing the vehicles, for the individuals described in par. (a).

(h) Maintain credit and debit accounts for the convenience of the individuals described in par. (a) and open new accounts.

(i) Continue payments incidental to the membership or affiliation of the principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

(2) Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an agent may or may not have with respect to gifts under this chapter.

244.54 Benefits from governmental programs or civil or military service.

(1) In this section, "benefits from governmental programs or civil or military service" means any benefit, program or assistance provided

under a statute, rule, or regulation, including social security, medicare, and medicaid.

(2) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to benefits from governmental programs or civil or military service authorizes the agent to do all of the following:

- (a) Execute vouchers in the name of the principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the principal, including allowances and reimbursements for transportation of the individuals described in s. 244.53 (1) (a), and for shipment of their household effects.
- (b) Take possession and order the removal and shipment of property of the principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose.
- (c) Enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf, a benefit or program.
- (d) Prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute, rule, or regulation.
- (e) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the principal may be entitled to receive under a statute, rule, or regulation.
- (f) Receive the financial proceeds of a claim described in par. (d) and conserve, invest, disburse, or use for a lawful purpose anything so received.

244.55 Retirement plans.

(1) In this section, "retirement plan" means a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which the principal is a participant, beneficiary, or owner, including the following plans or accounts:

- (a) An individual retirement account under section 408 of the Internal Revenue Code.
- (b) A Roth individual retirement account under section 408A of the Internal Revenue Code.
- (c) A deemed individual retirement account under section 408 (q) of the Internal Revenue Code.
- (d) An annuity or mutual fund custodial account under section 403 (b) of the Internal Revenue Code.
- (e) A pension, profit-sharing, stock bonus, or other retirement plan qualified under section 401 (a) of the Internal Revenue Code.
- (f) A plan under section 457 (b) of the Internal Revenue Code.
- (g) A nonqualified deferred compensation plan under section 409A of the Internal Revenue Code.

(2) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to retirement plans authorizes the agent to do all of the following:

- (a) Select the form and timing of payments under a retirement plan and withdraw benefits from a plan.
- (b) Make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another.
- (c) Establish a retirement plan in the principal's name.
- (d) Make contributions to a retirement plan.

- (e) Exercise investment powers available under a retirement plan.
- (f) Borrow from, sell assets to, or purchase assets from a retirement plan.

244.56 Taxes. Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to taxes authorizes the agent to do all of the following:

- (1) Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under 2032A of the Internal Revenue Code, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years.
- (2) Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority.
- (3) Exercise any election available to the principal under federal, state, local, or foreign tax law.
- (4) Act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

244.57 Gifts.

(1) In this section, a gift "for the benefit of" a person includes a gift to a trust, an account under ss. 54.854 to 54.898, and a tuition savings account or prepaid tuition plan as defined under section 529 of the Internal Revenue Code.

(2) Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to gifts authorizes the agent to do all of the following:

- (a) Make outright to, or for the benefit of, a person, a gift of any of the principal's property, including by the exercise of a presently exercisable general power of appointment held by the principal, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under section 2503 (b) of the Internal Revenue Code, without regard to whether the federal gift tax exclusion applies to the gift, or if the principal's spouse agrees to consent to a split gift under section 2513 of the Internal Revenue Code, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit.
- (b) Consent, under section 2513 of the Internal Revenue Code, to the splitting of a gift made by the principal's spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses.
- (c) Make a gift of the principal's property only as the agent determines is consistent with the principal's objectives if actually known by the agent and, if unknown, as the agent determines is consistent with the principal's best interest based on all relevant factors, including all of the following:
 1. The value and nature of the principal's property.
 2. The principal's foreseeable obligations and need for maintenance.
 3. Minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes.
 4. Eligibility for a benefit, a program, or assistance under a statute, rule, or regulation.
 5. The principal's personal history of making or joining in making gifts.

The following optional form may be used by an agent to certify facts concerning a power of attorney for finances and property.

AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY FOR FINANCES AND PROPERTY AND AGENT'S AUTHORITY

State of: _____

County of: _____

I, _____ (name of agent), certify under penalty of perjury that _____ (name of principal) granted me authority as an agent or successor agent in a power of attorney dated _____.

I further certify that to my knowledge:

- (1) The principal is alive and has not revoked the power of attorney or my authority to act under the power of attorney, and the power of attorney and my authority to act under the power of attorney have not terminated.
- (2) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred.
- (3) If I was named as a successor agent, the prior agent is no longer able or willing to serve.
- (4) _____

(insert other relevant statements)

SIGNATURE AND ACKNOWLEDGMENT

Agent's signature _____ Date _____

Agent's name printed _____

Agent's address: _____

Agent's telephone number: _____

State of: _____ County of: _____

This document was acknowledged before me on

Date _____ by (name of agent) _____

Signature of notary _____

(Seal, if any)

My commission expires: _____

FORM 6

**POWER OF ATTORNEY
DELEGATING PARENTAL POWER**

POWER OF ATTORNEY DELEGATING PARENTAL POWER

As authorized by s. 48.979, Wis. Stats.

NAME(S) OF CHILD(REN)

This power of attorney is for the purpose of providing for the care and custody of:

Name, address, and date of birth of child _____

Name, address, and date of birth of child _____

Name, address, and date of birth of child _____

DELEGATION OF POWER TO AGENT

I, _____
(name and address of parent), state that I have legal custody of the child(ren) named above. *(Only a parent who has legal custody may use this form.) A parent may not use this form to delegate parental powers regarding a child who is subject to the jurisdiction of the juvenile court under s. 48.13, 48.14, 938.12, 938.13, or 938.14, Wis. Stats.*

I delegate my parental power to:

Name of agent: _____

Agent's address: _____

Agent's telephone number(s): _____

Agent's e-mail address or additional contacts: _____

Relationship of agent to child(ren): _____

The parental power I am delegating is as follows:

FULL

(Check the box if you want to delegate full parental power regarding the care and custody of the child(ren) named above.)

Full parental power regarding the care and custody of the child(ren) named above

PARTIAL

(Check each subject over which you want to delegate your parental power regarding the child(ren) named above.)

The power to consent to all health care; or

The power to consent to only the following health care:

Ordinary or routine health care, excluding major surgical procedures, extraordinary procedures, and experimental treatment

Emergency blood transfusion

Dental care

Disclosure of health information about the child(ren)

The power to consent to educational and vocational services.

The power to consent to the employment of the child(ren).

The power to consent to the disclosure of confidential information, other than health information, about the child(ren).

The power to provide for the care and custody of the child(ren).

The power to consent to the child(ren) obtaining a motor vehicle operator's license.

The power to travel with the child(ren) outside the state of Wisconsin.

The power to obtain substitute care, such as child care, for the child(ren).

Other specifically delegated powers or limits on delegated powers *(Fill in the following space or attach a separate sheet describing any other specific powers that you wish to delegate or any limits that you wish to place on the powers you are delegating.)* _____

This delegation of parental powers does not deprive a custodial or noncustodial parent of any of his or her powers regarding the care and custody of the child, whether granted by court order or force of law.

THIS DOCUMENT MAY NOT BE USED TO DELEGATE THE POWER TO CONSENT TO THE MARRIAGE OR ADOPTION OF THE CHILD(REN), THE PERFORMANCE OR INDUCEMENT OF AN ABORTION ON OR FOR THE CHILD(REN), THE TERMINATION OF PARENTAL RIGHTS TO THE CHILD(REN), THE ENLISTMENT OF THE CHILD(REN) IN THE U.S. ARMED FORCES OR TO PLACE THE CHILD(REN) IN A FOSTER HOME, GROUP HOME, SHELTER CARE FACILITY, OR INPATIENT TREATMENT FACILITY.

EFFECTIVE DATE AND TERM OF THIS DELEGATION

This Power of Attorney takes effect on _____, and will remain in effect until _____. If no termination date is given or if the termination date given is more than one year after the effective date of this Power of Attorney, this Power of Attorney will remain in effect for a period of one year after the effective date, but no longer. If the termination date given is more than one year after the effective date of this Power of Attorney, this Power of Attorney must be approved by the juvenile court. This Power of Attorney may be revoked in writing at any time by a parent who has legal custody of the child(ren) and such a revocation invalidates the delegation of parental powers made by this Power of Attorney, except with respect to acts already taken in reliance on this Power of Attorney.

SIGNATURE(S) OF PARENT(S)

Signature of parent _____ Date _____
Parent's name printed _____
Parent's address _____
Parent's telephone number _____
Parent's email address _____

Signature of parent _____ Date _____
Parent's name printed _____
Parent's address _____
Parent's telephone number _____
Parent's email address _____

WITNESSING OF SIGNATURE(S) (OPTIONAL)

State of _____
County of _____

This document was signed before me on _____ (date) by _____ (name(s) of parent(s)).

Signature of notary _____
My commission expires: _____

STATEMENT OF AGENT

I, _____
(name and address of agent), understand that _____
(name(s) of parent(s)) has (have) delegated to me the powers specified in this Power of Attorney regarding the care and custody of _____ (name(s) of child(ren)). I further understand that this Power of Attorney may be revoked in writing at any time by a parent who has legal custody of _____ (name(s) of child(ren)). I hereby declare that I have read this Power of Attorney, understand the powers delegated to me by this Power of Attorney, am fit, willing, and able to undertake those powers, and accept those powers.

Agent's signature _____ Date _____

APPENDIX

Here the parent(s) may indicate where they may be located during the term of the Power of Attorney if different from the address(es) set forth above.

_____ I can be located at:

Address(es) _____

Telephone number(s) _____

E-mail address(es) _____

_____ or by contacting:

Name _____

Address _____

Telephone number _____

E-mail address _____

_____ OR I cannot be located.

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POWER OF ATTORNEY DELEGATING PARENTAL POWER

As authorized by s. 48.979, Wis. Stats.

NAME(S) OF CHILD(REN)

This power of attorney is for the purpose of providing for the care and custody of:

Name, address, and date of birth of child _____

Name, address, and date of birth of child _____

Name, address, and date of birth of child _____

DELEGATION OF POWER TO AGENT

I, _____
(name and address of parent), state that I have legal custody of the child(ren) named above. *(Only a parent who has legal custody may use this form.) A parent may not use this form to delegate parental powers regarding a child who is subject to the jurisdiction of the juvenile court under s. 48.13, 48.14, 938.12, 938.13, or 938.14, Wis. Stats.*

I delegate my parental power to:

Name of agent: _____

Agent's address: _____

Agent's telephone number(s): _____

Agent's e-mail address or additional contacts: _____

Relationship of agent to child(ren): _____

The parental power I am delegating is as follows:

FULL

(Check the box if you want to delegate full parental power regarding the care and custody of the child(ren) named above.)

_____ Full parental power regarding the care and custody of the child(ren) named above

PARTIAL

(Check each subject over which you want to delegate your parental power regarding the child(ren) named above.)

_____ The power to consent to all health care; or

_____ The power to consent to only the following health care:

_____ Ordinary or routine health care, excluding major surgical procedures, extraordinary procedures, and experimental treatment

_____ Emergency blood transfusion

_____ Dental care

_____ Disclosure of health information about the child(ren)

_____ The power to consent to educational and vocational services.

_____ The power to consent to the employment of the child(ren).

_____ The power to consent to the disclosure of confidential information, other than health information, about the child(ren).

_____ The power to provide for the care and custody of the child(ren).

_____ The power to consent to the child(ren) obtaining a motor vehicle operator's license.

_____ The power to travel with the child(ren) outside the state of Wisconsin.

_____ The power to obtain substitute care, such as child care, for the child(ren).

_____ Other specifically delegated powers or limits on delegated powers *(Fill in the following space or attach a separate sheet describing any other specific powers that you wish to delegate or any limits that you wish to place on the powers you are delegating.)* _____

This delegation of parental powers does not deprive a custodial or noncustodial parent of any of his or her powers regarding the care and custody of the child, whether granted by court order or force of law.

THIS DOCUMENT MAY NOT BE USED TO DELEGATE THE POWER TO CONSENT TO THE MARRIAGE OR ADOPTION OF THE CHILD(REN), THE PERFORMANCE OR INDUCEMENT OF AN ABORTION ON OR FOR THE CHILD(REN), THE TERMINATION OF PARENTAL RIGHTS TO THE CHILD(REN), THE ENLISTMENT OF THE CHILD(REN) IN THE U.S. ARMED FORCES OR TO PLACE THE CHILD(REN) IN A FOSTER HOME, GROUP HOME, SHELTER CARE FACILITY, OR INPATIENT TREATMENT FACILITY.

EFFECTIVE DATE AND TERM OF THIS DELEGATION

This Power of Attorney takes effect on _____, and will remain in effect until _____. If no termination date is given or if the termination date given is more than one year after the effective date of this Power of Attorney, this Power of Attorney will remain in effect for a period of one year after the effective date, but no longer. If the termination date given is more than one year after the effective date of this Power of Attorney, this Power of Attorney must be approved by the juvenile court. This Power of Attorney may be revoked in writing at any time by a parent who has legal custody of the child(ren) and such a revocation invalidates the delegation of parental powers made by this Power of Attorney, except with respect to acts already taken in reliance on this Power of Attorney.

SIGNATURE(S) OF PARENT(S)

Signature of parent _____ Date _____
Parent's name printed _____
Parent's address _____
Parent's telephone number _____
Parent's email address _____

Signature of parent _____ Date _____
Parent's name printed _____
Parent's address _____
Parent's telephone number _____
Parent's email address _____

WITNESSING OF SIGNATURE(S) (OPTIONAL)

State of _____
County of _____

This document was signed before me on _____ (date) by _____ (name(s) of parent(s)).

Signature of notary _____
My commission expires: _____

STATEMENT OF AGENT

I, _____
(name and address of agent), understand that _____
(name(s) of parent(s)) has (have) delegated to me the powers specified in this Power of Attorney regarding the care and custody of _____ (name(s) of child(ren)). I further understand that this Power of Attorney may be revoked in writing at any time by a parent who has legal custody of _____ (name(s) of child(ren)). I hereby declare that I have read this Power of Attorney, understand the powers delegated to me by this Power of Attorney, am fit, willing, and able to undertake those powers, and accept those powers.

Agent's signature _____ Date _____

APPENDIX

Here the parent(s) may indicate where they may be located during the term of the Power of Attorney if different from the address(es) set forth above.

_____ I can be located at:

Address(es) _____

Telephone number(s) _____

E-mail address(es) _____

_____ or by contacting:

Name _____

Address _____

Telephone number _____

E-mail address _____

_____ OR I cannot be located.

FORM 7

AUTHORIZATION FOR FINAL DISPOSITION

AUTHORIZATION FOR FINAL DISPOSITION

Wisconsin Statutes, Section 154.30

I, _____
(print name and address), being of sound mind, willfully and voluntarily make known by this document my desire that, upon my death, the final disposition of my remains be under the control of my representative under the requirements of section 154.30, Wisconsin statutes, and, with respect to that final disposition only, I hereby appoint the representative and any successor representative named in this document. All decisions made by my representative or any successor representative with respect to the final disposition of my remains are binding.

Name of representative _____

Address _____

Telephone number _____

If my representative dies, becomes incapacitated, resigns, refuses to act, ceases to be qualified, or cannot be located within the time necessary to control the final disposition of my remains, I hereby appoint the following individuals, each to act alone and successively, in the order specified, to serve as my successor representative:

1. Name of first successor representative _____

Address _____

Telephone number _____

2. Name of second successor representative _____

Address _____

Telephone number _____

SUGGESTED SPECIAL DIRECTIONS

SUGGESTED INSTRUCTIONS CONCERNING RELIGIOUS OBSERVANCES

**SUGGESTED SOURCE OF FUNDS FOR
IMPLEMENTING FINAL DISPOSITION DIRECTIONS AND INSTRUCTIONS**

This authorization becomes effective upon my death. I hereby revoke any prior authorization for final disposition that I may have signed before the date that this document is signed.

I hereby agree that any funeral director, crematory authority, or cemetery authority that receives a copy of this document may act under it. Any modification or revocation of this document is not effective as to a funeral director, crematory authority, or cemetery authority until the funeral director, crematory authority, or cemetery authority receives actual notice of the modification or revocation. No funeral director, crematory authority, or cemetery authority may be liable because of reliance on a copy of this document.

The representative and any successor representative, by accepting appointment under this document, assume the powers and duties specified for a representative under section 154.30, Wisconsin statutes.

Signed this ___ day of _____

Signature of declarant _____

I hereby accept appointment as representative for the control of final disposition of the declarant's remains.

Signed this ___ day of _____

Signature of representative _____

I hereby accept appointment as successor representative for the control of final disposition of the declarant's remains.

Signed this ___ day of _____

Signature of first successor representative _____

Signed this ___ day of _____

Signature of second successor representative _____

(TWO WITNESSES OR NOTARY MUST SIGN BELOW)

I attest that the declarant signed or acknowledged this authorization for final disposition in my presence and that the declarant appears to be of sound mind and not subject to duress, fraud, or undue influence. I further attest that I am not the representative or the successor representative appointed under this document, that I am aged at least 18, and that I am not related to the declarant by blood, marriage, or adoption.

Witness (print name) _____ **Signature** _____
Address _____ Date _____

Witness (print name) _____ **Signature** _____
Address _____ Date _____

State of Wisconsin, County of _____

On _____ (date), before me personally appeared _____
(name of declarant), known to me or satisfactorily proven to be the individual whose name is specified in this document as the declarant and who has acknowledged that he or she executed the document for the purposes expressed in it. I attest that the declarant appears to be of sound mind and not subject to duress, fraud, or undue influence.

Notary public _____

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