

Durable Power of Attorney Limited to Authority Over Pet Animals

I, _____ (your name) of _____ (your town), Maine, am creating a limited Durable Power of Attorney under the laws of the State of Maine.

This Power of Attorney does not revoke any other Powers of Attorney I may have executed but is meant to delegate only my authority over any animals I may own to my named Agent(s).

I appoint _____ (name of pet-care power of attorney Agent or Agents if more than one named to serve together) to serve as my pet-care Power of Attorney Agent.

If more than one Agent named, Initial only one of the following boxes:

My Agents Must All Agree and Act Together -OR- Any One of My Agents May Act Alone

The authority granted to my Agent under this power of attorney will be effective immediately upon signing and will not be affected by my subsequent disability, incompetency, incapacity, or lapse of time. It only expires if I revoke the power of attorney or if I should die.

Power to Care for My Pets

My Agent may take custody of my pet animals, and has the absolute right to do what is necessary to take custody of my animals, including to enter upon my property, or retrieve them from a kennel or pet sitter, and provide for the housing, support, and maintenance of my pet animals. My Agent may contract for and pay the expenses of their proper veterinary care and treatment. If my Agent decides that the care and maintenance of my pet animals is unreasonably expensive or burdensome, and or I am disabled for a prolonged period, where it is likely I may never be able to care for my pet animals, my Agent may transfer ownership of my pet animals to a person(s) or other entities willing to care for them.

Liability of Agent

I release and discharge any Agent acting in good faith from any civil liability and from all claims or demands of all kinds whatsoever

by me, my estate, and my heirs, successors, and assigns arising out of the acts, forbearances, or omissions of my Agent, except for willful misconduct or gross negligence. This protection extends to my Agent's estate, heirs, successors, and assigns.

Power to Submit Costs for Payment

If my Agent incurs costs in performing any powers granted under this power of attorney or in enforcing compliance with the powers given to my Agent under this power of attorney, my Agent may submit those costs to any person who has the authority to pay those costs such as the trustee of my Revocable Living Trust, my guardian, or my conservator. My trustee, conservator, or guardian shall review those costs and shall pay them as reasonably and necessarily incurred for the care and maintenance of my animal(s).

Interpretation NOT a General Power of Attorney

This power of attorney is NOT a general power of attorney and should NOT be interpreted as granting my Agent all general powers permitted under the laws of State of Maine, listed under the Maine Uniform Power of Attorney Act. The description of specific powers is absolutely intended to

limit and restrict any of the powers granted to my Agent.

Third Party Reliance

Any party dealing with my Agent may conclusively rely upon an affidavit or certificate of my Agent that: 1. the authority granted to my Agent under this power of

attorney is in effect; 2. my Agent’s actions are within the scope of my Agent’s authority under this power of attorney; 3. I was competent when I executed this power of attorney; 4. I have not revoked this power of attorney; 5. my Agent is currently serving as my Agent; and 6. Any party relying on this Power of Attorney in good faith will be held harmless from any liability arising therefrom.

Notice to the Principal: As the “Principal” you are using this power of attorney to grant power to another person (called the Agent) to make decisions about your property and to use your property on your behalf. Under this power of attorney you give your Agent broad and sweeping powers to sell or otherwise dispose of your property without notice to you. Under this document your Agent will continue to have these powers after you become incapacitated. The powers that you give your Agent are explained more fully in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-C, Article 5, Part 9. You have the right to revoke this power of attorney at any time as long as you are not incapacitated. If there is anything about this power of attorney that you do not understand you should ask a lawyer to explain it to you.

Notice to the Agent: As the “Agent” you are given power under this power of attorney to make decisions about the property belonging to the Principal and to dispose of the Principal’s property on the Principal’s behalf in accordance with the terms of this power of attorney. This power of attorney is valid only if the Principal is of sound mind when the Principal signs it. 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. The duties are more fully explained in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-C, Article 5, Part 9 and Title 18-B, sections 802 to 807 and Title 18-B, chapter 9. As the Agent, you are generally not entitled to use the Principal’s property for your own benefit or to make gifts to yourself or others unless the power of attorney gives you such authority. If you violate your duty under this power of attorney you may be liable for damages and may be subject to criminal prosecution. 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 of termination are more fully explained in the Maine Uniform Power of Attorney Act and include, but are not limited to, revocation of your authority or of the power of attorney by the Principal, the death of the Principal or the commencement of divorce proceedings between you and the Principal. If there is anything about this power of attorney or your duties under it that you do not understand you should ask a lawyer to explain it to you.

Dated _____

Signed: _____
Print Name: _____, Principal

STATE OF MAINE, COUNTY OF _____ SS:) _____
The foregoing instrument was acknowledged before me on _____ (date acknowledged) by _____
(your name), as Principal to be his/her free act and deed.

Notary Public

Penbay Estate Planning Law Center



207-236-4888 | help@penbaylaw.com | Estate Planning & Elder Law Firm

Limited Pet-Care Power of Attorney - Page 2 | This Pet-Care Power of Attorney™ is provided as a free service to help people plan for their pets, during a temporary or more prolonged period of their disability, or during a trip when someone else cares for their pets. For more complete estate planning strategies, visit our website at Penbaylaw.com. This form is not intended to create an attorney-client relationship. You are representing yourself in any legal matter when you use this free legal form. Penbay Estate Planning Law Center LLC is not responsible for any loss, injury, liability, or damage related to your use of this form, whether from errors or omissions in the content of the form, or how you or your agent use it. Your use of this form is subject to your risk.