
PROPERTY & PETS

Safety Packet



**A comprehensive guide to protect
your pets and assets.**



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PROPERTY & FINANCIAL PREPAREDNESS



Your home, your savings, your car - these represent years of hard work for you and your family. If you are ever detained, you shouldn't have to worry about who will pay the mortgage, manage a tenant, or keep the lights on. A little planning now means someone you trust can step in and protect what you've built, without a court's permission.

Why This Matters

- Any adult with a bank account, home, car, or other property benefits from having these documents ready.

- The goal is that you'll never need them - but if you are detained or deported, they let someone you trust act on your behalf and protect what's yours.

- Complete this planning now. It is very difficult, or impossible, to sign these documents once you are already detained.

Your Statutory Durable Power of Attorney (SDPOA)

A Statutory Durable Power of Attorney lets you name a trusted Agent to manage your financial and property matters - paying bills, managing bank accounts, handling taxes, and dealing with insurance or government benefits - on your behalf.

- "Durable" means the document stays in effect even if you become incapacitated.

- In Texas, this document is effective immediately once signed, and must be signed in front of a notary public.

- You choose exactly which

powers to give your Agent, and you can update or revoke this document any time you have capacity.

Choosing Your Agent

- Someone you trust completely and who is not at risk of detention or deportation.

- An adult who is willing and able to act quickly - it does not need to be a family member.

- Someone you've talked to about their role, your assets, and where to find your documents. If you have minor children, your Agent should

coordinate with their caregiver to release funds for their care.

Where to Store These Documents

- Keep them in a fireproof, waterproof box that your Agent knows how to open.
- Keep a digital copy somewhere your Agent can access it.
- Avoid bank safe deposit boxes - they often require a separate court order to open if your Agent can't get in.

Build Your Property Folder & Contact List

- Property folder: deed, mortgage and bank statements, insurance policy, property tax records, HOA documents, and an authorization letter for your lender.
- Master contact list: utilities, rent or mortgage, loans, insurance, subscriptions, credit cards, your property manager or tenants, your attorney, your employer, and your veterinarian. Store it password-protected, and make sure your Agent knows how to access it.

Talk to Your Bank & Keep It Current

- Confirm your bank will accept your SDPOA - some institutions have their own forms they prefer.
- Update or revoke your SDPOA if your Agent becomes unavailable, your finances change significantly, or you move to another state.

INSTRUCTIONS FOR YOUR STATUTORY DURABLE POWER OF ATTORNEY

(Please read before signing)

1. What This Document Does

A **Statutory Durable Power of Attorney** allows you (the "**Principal**") to give another person (the "**Agent**") the legal authority to handle your financial and property matters. This can include things like:

- Paying bills
- Managing bank accounts
- Buying or selling property
- Handling taxes
- Dealing with insurance and government benefits

You decide how much authority your Agent has by selecting specific powers in the document.

2. What "Durable" Means

"Durable" means the document **continues to be effective even if you become incapacitated** (for example, due to illness, injury, or cognitive decline).

3. When the Power of Attorney Takes Effect

This document is effective **immediately**. Your Agent can act as soon as you sign the document, whether you are present or not.

4. Choosing Your Agent

Your Agent should be someone you:

- Trust completely
- Believe will act in your best interest
- Know is responsible and capable

This person will have access to your finances and may make significant decisions on your behalf.

5. Your Rights

Even after signing this document:

- You **keep full control** over your finances as long as you are competent and have capacity
- You can **revoke (cancel)** the document at any time
- You can **change Agents** by completing a new document

6. Important Risks

This is a powerful legal document. Your Agent:

- May act without prior notice to you
- May make decisions that affect your finances and property

Because of this, only appoint someone you fully trust.

HOW TO COMPLETE AND SIGN THE DOCUMENT



Step 1: Review the Document Carefully

- Make sure your name is correct and reflects your full, legal name
- Confirm your Agent's name and contact information
- Verify the powers you are granting

Step 2: Initial the Powers You Want to Grant

- The document lists different categories of authority
- **Initial only the powers you want your Agent to have**
- If you want your Agent to have all listed powers, you may initial next to "O"

Step 3: Sign the Document

In Texas, you must:

- Sign your name as the Principal
- Sign **in front of a Notary Public**

Important:

- Do NOT sign the document until you are in front of the notary
- Bring valid photo identification (such as a driver's license)

Step 4: Notarization

The Notary Public will:

- Verify your identity
- Watch you sign the document
- Place an official seal on the document

Without notarization, the document is **not valid**.

Step 5: Consider Recording (If Needed)

If your Agent will handle **real estate transactions**, the document may need to be filed with the county clerk in the county where the property is located.

Final Thoughts

This document is an important part of your planning. It helps ensure someone you trust can manage your affairs if you are unable to do so.

If you have any questions about how this document works, you should speak with an attorney before signing.

STATUTORY DURABLE POWER OF ATTORNEY

Notice: The powers granted by this document are broad and sweeping. They are explained in the Durable Power of Attorney Act, Subtitle P, Title 2, Texas Estates Code. If you have any questions about these powers, obtain competent legal advice.

This document does not authorize anyone to make medical and other healthcare decisions for you. You may revoke this power of attorney if you later wish to do so. If you want your agent to have the authority to sign home equity loan documents on your behalf, this power of attorney must be signed by you at the office of the lender, an attorney at law, or a title company.

Note: This power of attorney is effective immediately.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until: (1) you die or revoke the power of attorney; (2) your agent resigns, is removed by court order, or is unable to act for you; or (3) a guardian is appointed for your estate.

My name is: _____
Print your full legal name (first, middle, and last) as it appears on your ID.

My address is: _____
Street City State ZIP

I appoint _____, whose
Print full legal name (as it appears on their ID) of the person you want to appoint as your agent.

address is _____, whose
Your agent's mailing address (including Street, City, State, and ZIP).

phone number is _____, and whose email address is _____,
Your agent's phone number. Your agent's email address.

as my agent to act for me in any lawful way with respect to all of the following powers that I have initialed below.

Instructions: **To grant all of the following powers (listed on this page and the next page), initial the line in front of (O) and ignore the lines in front of the other powers listed in (A) through (N).** To grant just some powers, you must initial the line in front of the power you are granting. To withhold a power, do not initial the line in front of the power. You may, but do not need to, cross out each power withheld.

____ (A) Real property transactions;

____ (B) Tangible personal property transactions;

____ (C) Stock and bond transactions;

- ___ (D) Commodity and option transactions;
- ___ (E) Banking and other financial institution transactions;
- ___ (F) Business operating transactions;
- ___ (G) Insurance and annuity transactions;
- ___ (H) Estate, trust, and other beneficiary transactions;
- ___ (I) Claims and litigation;
- ___ (J) Personal and family maintenance;
- ___ (K) Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;
- ___ (L) Retirement plan transactions;
- ___ (M) Tax matters;
- ___ (N) Digital assets and the content of an electronic communication;
- ___ (O) ALL OF THE POWERS LISTED IN (A) THROUGH (N). YOU DO NOT HAVE TO INITIAL THE LINE IN FRONT OF ANY OTHER POWER IF YOU INITIAL LINE (O).

SPECIAL INSTRUCTIONS:

Special instructions applicable to agent compensation:

Instructions: Initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to compensation that is reasonable under the circumstances.

___ My agent is entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances.

___ My agent is entitled to reimbursement of reasonable expenses incurred on my behalf but shall receive no compensation for serving as my agent.

Note: This power of attorney is effective immediately and will continue until it terminates.

(A) This power of attorney is not affected by my subsequent disability or incapacity.

~~___ (B) This power of attorney becomes effective upon my disability or incapacity.~~

I agree that any third party who receives a copy of this document may act under it. Termination of this durable power of attorney is not effective as to a third party until the third party has actual knowledge of the termination. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. The meaning and effect of this durable power of attorney is determined by Texas law.

If any agent named by me dies, becomes incapacitated, resigns, refuses to act, or is

removed by court order, or if my marriage to an agent named by me is dissolved by a court decree of divorce or annulment or is declared void by a court (unless I provided in this document that the dissolution or declaration does not terminate the agent's authority to act under this power of attorney), I name the following (each to act alone and successively, in the order named) as successor(s) to that agent:

Name of agent (as it appears on their ID)	Mailing address	Phone number	Email
1.			
2.			

Signed on _____ (date).

Your signature

Your printed name

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC

AGENT'S DUTIES

When you accept the authority granted under this power of attorney, you establish a “fiduciary” relationship with the principal. This is a special legal relationship that imposes on you legal duties that continue until you resign or the power of attorney is terminated, suspended, or revoked by the principal or by operation of law. A fiduciary duty generally includes the duty to:

- (1) act in good faith;
- (2) do nothing beyond the authority granted in this power of attorney;
- (3) act loyally for the principal's benefit;
- (4) avoid conflicts that would impair your ability to act in the principal's best interest; and
- (5) disclose your identity as an agent when 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:

_____ by _____ as agent
(Client name) (Agent's signature)

In addition, the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code) requires you to:

- (1) maintain records of each action taken or decision made on behalf of the principal;
- (2) maintain all records until delivered to the principal, released by the principal, or discharged by a court; and
- (3) if requested by the principal, provide an accounting to the principal that, unless otherwise directed by the principal or otherwise provided in the Special Instructions, must include:
 - (a) the property belonging to the principal that has come to your knowledge or into your possession;
 - (b) each action taken or decision made by you as agent;
 - (c) a complete account of receipts, disbursements, and other actions of you as agent that includes the source and nature of each receipt, disbursement, or action, with receipts of principal and income shown separately;
 - (d) a listing of all property over which you have exercised control that includes an adequate description of each asset and the asset's current value, if known to you;
 - (e) the cash balance on hand and the name and location of the depository at which the cash balance is kept;
 - (f) each known liability;

- (g) any other information and facts known to you as necessary for a full and definite understanding of the exact condition of the property belonging to the principal; and
- (h) all documentation regarding the principal's property.

Termination of Agent's Authority

You must stop acting on behalf of the principal if you learn of any event that terminates or suspends this power of attorney or your authority under this power of attorney. An event that terminates this power of attorney or your authority to act under this power of attorney includes:

- (1) the principal's death;
- (2) the principal's revocation of this power of attorney or your authority;
- (3) the occurrence of a termination event stated in this power of attorney;
- (4) if you are married to the principal, the dissolution of your marriage by a court decree of divorce or annulment or declaration that your marriage is void, unless otherwise provided in this power of attorney;
- (5) the appointment and qualification of a permanent guardian of the principal's estate unless a court order provides otherwise; or
- (6) if ordered by a court, your removal as agent (attorney in fact) under this power of attorney. An event that suspends this power of attorney or your authority to act under this power of attorney is the appointment and qualification of a temporary guardian unless a court order provides otherwise.

Liability of Agent

The authority granted to you under this power of attorney is specified in the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code). If you violate the Durable Power of Attorney Act or act beyond the authority granted, you may be liable for any damages caused by the violation or subject to prosecution for misapplication of property by a fiduciary under Chapter 32 of the Texas Penal Code.

THE AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.



Pets are family too. If you are detained, someone needs to know how to care for them, cover their medical needs, and make decisions on their behalf. A short conversation and one signed form can make all the difference for the ones who can't ask for help themselves.

Name a Pet Emergency Agent

- Choose someone your pet knows and trusts, who lives nearby, and who can step in quickly.
- Make sure this person is comfortable making time-sensitive decisions about your pet's care.

Complete a Pet Care Emergency Authorization Form

This simple form gives your Agent the authority to make emergency veterinary decisions on your behalf. It should include:

- Your pet's name and description, and your Agent's full contact information.
- Your veterinarian's name and contact information, along with any allergies, conditions, or medications.
- A dollar limit you authorize for emergency veterinary care.
- Whether you authorize euthanasia without your direct consent, and any treatments you do not authorize.
- Your wishes for your pet's remains, in the event of their passing.

Share This Information

- Give a copy to your pet's emergency Agent and to your veterinarian's office.
- Keep a copy in your emergency file, alongside your other important documents.

Other Practical Tips

- Include your pet's feeding schedule, medication routine, and a recent photo with the packet.
- Let a trusted neighbor or building management know that a caregiver may need access to your home.

PET CARE EMERGENCY AUTHORIZATION FORM

To Whom It May Concern:

I/We own the below described animals. In the event of an emergency or death where I/we cannot be reached, please contact the person designated below to make emergency veterinary medical decisions for the animals listed here:

Name of Pet

Description of Pet

Authorized Emergency Pet Agent:

Name

Phone Number

Address

Important Information regarding my pets:

Other instructions, if applicable:

- ☐ I/We authorize emergency veterinary care costs up to \$_____
- ☐ I/We do not authorize euthanasia without my/our direct consent.
- ☐ In the event of the death of one of my/our animals, I/we wish for the following to be done with his/her remains: _____
- ☐ I/We do not authorize the following procedures/treatments (provide a description of what is to be done in place of this procedure/treatment, add additional pages if necessary):
 - ☐ _____
 - ☐ _____
- ☐ Other: _____

Owner's name(s) (printed): _____

Owner's signature(s): _____

Date: _____



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