**Power of Attorney for Management of Law Practice**

**When Unable to Practice Law**

1. **Designation of Agent.**

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a licensed Minnesota attorney in private practice, appoint **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a licensed Minnesota attorney, as my Agent to manage my law practice if I become unable to do so because of death or disability.

1. **Effective Date and Durability.**

This Agreement is immediately effective, but shall require my Agent to act if:

1. I alert my Agent and acknowledge in writing that I will be unable to manage my law practice
2. A physician signs a letter that I am incapacitated and unable to practice law
3. My spouse or adult child or a member of my law office support staff informs my Agent that I am unable to practice law, at which point my Agent shall seek my signature or the signature of a physician
4. I pass away

If incapacitated, the presumption shall be that my inability to work shall be temporary, except when 1) the physician’s letter states that the incapacity is permanent, or 2) my incapacity or unavailability has persisted for six (6) months. For either exception, the disability shall then be considered permanent. To the extent possible, my Agent shall confer with me both to allow me to participate in decisions regarding my law practice and decide whether I am incapacitated.

1. **Powers of Agent After Death or During Temporary or Permanent Disability.**

My Agent shall have the power and authority to manage my practice and take all actions that I would otherwise do if competent concerning all business aspects of the practice. With respect to client matters and pending my clients’ retention of new counsel to complete matters, my Agent shall take actions and execute all documents and agreements in any way I might act if I were present and competent.

My Agent can provide legal services to clients if the client consents and there is no conflict of interest.

In the event of my death or permanent disability, my Agent, along with the consent of my personal representative (e.g., executor, Trustee, etc.), shall determine to either transition my practice to another law firm or close my practice.

1. **Liability of Agent.**

My Agent shall be indemnified for losses arising out of the duties performed under this Power of Attorney except for actions of gross negligence or willful misconduct.

1. **Compensation of Agent.**

My Agent shall be paid at an agreed-upon hourly rate and entitled to reimbursement for all reasonable expenses incurred when carrying out this Power of Attorney.

1. **Accounting by Agent.**

My Agent shall provide a complete accounting for all acts performed under this Power of Attorney upon my or my personal representative’s request.

**EXECUTED** on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County, Minnesota.

### \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STATE OF MINNESOTA**

**COUNTY OF \_\_\_\_\_\_\_\_\_**

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ appeared before me, the undersigned Notary Public, known to me, and executed the foregoing instrument and acknowledged that they signed as their voluntary act and deed.

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

**NOTARY PUBLIC**

**My Commission Expires:**