

# Domestic Partner Registry

- **General**

- Maintained by Clerk of Commission's Office

- **Registration**

- (1) Declaration of Domestic Partnership,
- (2) Certificate of Registration,
- (3) Termination Forms,
- (4) Amendment Forms

- **Mutual Residence**

- Documentation required
  - City residency not required
  - Benefits extend to City limits only

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# Domestic Partner Registry

- Public Record
    - Yes
  - Other Jurisdictions
    - Privileges and benefits extended to those legally partnered in another jurisdiction whether registered in the City not.
  - Affect On Other Laws
    - None
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# Domestic Partner Registry

## ■ Rights and Benefits

- (1) Health care visitation
    - Name domestic partner, children, family members as visitors
  - (2) health care decisions
  - (3) funeral & burial decisions
  - (4) pre-need guardians
  - (5) correctional and juvenile facility visitations
  - (6) participation in education
    - including home schooling
  - (7) notification where mandated or permissible
    - emergencies, in-mates, etc.
  - (8) Considered a family
    - for purposes of City Ordinances, policies, practices, except as prohibited by state/federal law
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# Domestic Partner Registry

## ■ Amendments

- (1) to reflect legal name change,
- (2) to change address,
- (3) to change dependents,
- (4) must be signed by both partners

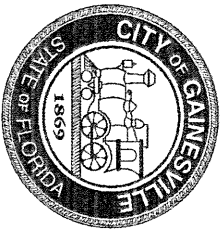
## ■ Terminations

- Either or both must notify clerk if terms of domestic partnership no longer apply
    - Notify domestic partner, then Clerk of the Commission
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# Domestic Partner Registry

- Automatic Terminations
    - In case of death, marriage, civil union, or domestic registry with another partner
  - Enforcement
    - Civil action
  - City Employees
    - Does not diminish rights or benefits
  - Other
    - Preference (tie-breaker) given to City contractors who provide domestic partner benefits to domestic partners
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**CITY OF GAINESVILLE**  
**Clerk of the Commission**  
 200 East University Avenue, Mail Station 18  
 Gainesville, Florida 32601  
 Phone: 352-334-5015  
 Email: Clerks@CityofGainesville.Org

**DECLARATION OF DOMESTIC PARTNERSHIP  
 REGISTRATION FORM**

Article \_\_\_\_\_ Chapter \_\_\_\_\_ of the City of Gainesville Code

**Instructions:**

Complete and submit this form (notarization is required) to the Clerk of the Commission at the address above. A filing fee of \$ \_\_\_\_\_ is required and must accompany the registration form. Make check payable to the City of Gainesville. A summary of the rights and benefits associated with the Declaration of Domestic Partnership is set forth on the back of this form.

**We the undersigned do declare that we meet the requirements of Section \_\_\_\_\_:**

- > We are both at least 18 years of age and competent to contract;
- > We are not married to, or a member of another Registered Domestic Partnership or civil union with, anyone other than the co-applicant and we agree not to enter into any other Registered Domestic Partnership or civil union or to marry anyone else without first terminating this agreement;
- > We agree to share the common necessities of life and to be responsible for each other's welfare;
- > We share a primary residence;
- > We consider ourselves to be a member of the immediate family of the other partner;
- > We agree to immediately notify the Clerk of the Commission, in writing, of any change in the status of the Registered Domestic Partnership;
- > We agree to mutually support the other by contributing in some fashion, not necessarily equally, to maintain and support the Registered Domestic Partnership; and
- > Each partner agrees to immediately notify the Clerk of the Commission, in writing, if the terms of the Registered Domestic Partnership are no longer applicable or one of the domestic partners wishes to terminate the domestic partnership.

**Do you or your domestic partner claim any exemption to public record disclosure pursuant to Section 119 Florida Statutes?**

Yes  No. If "yes", submit a detailed explanation of exemption on a separate page.

**List the name(s) of dependent(s) that reside(s) within the household of the Registered Domestic Partnership and is (are):**

1. A biological adopted, or foster child of a Registered Domestic Partner; or
2. A dependent as defined under IRS regulations; or
3. A ward of a Registered Domestic Partner as determined in a guardianship or other legal proceeding.

**Dependent's Name(s):**

(Attach additional sheet and list additional name(s) if more than one dependent is being declared.)

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ E-mail Address (Optional) \_\_\_\_\_

**We swear or affirm under penalty of perjury that the statements above are true and correct.**

Signed on \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

Signature \_\_\_\_\_ (Print) Last, \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

Signature \_\_\_\_\_ (Print) Last, \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

**Notarization of both signatures required.**

State of \_\_\_\_\_ County of \_\_\_\_\_, sworn to and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_  
who are personally known \_\_\_\_\_ or produced Identification \_\_\_\_\_.

Signature of Notary Public \_\_\_\_\_

**For Clerk's Use Only:** Filing Date \_\_\_\_\_ Received by: \_\_\_\_\_ Registration # \_\_\_\_\_

## Differences between a City of Gainesville Domestic Partner Registration and a legal marriage

### Registration

1. Simple, notarized form registration
2. No ceremony
3. Office of Clerk of Commission
4. A quasi next-of-kin status
5. Must cohabit
6. Ended by completing a termination form and filing with Clerk of Commission, or automatically terminates in some instances

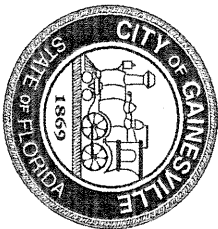
### Legal Marriage

1. License required
2. Ceremony optional
3. License officiated by clergy, court, or justice of the peace
4. A legal next-of-kin status
5. Can live apart
6. Divorce laws apply

The rights/benefits described in this document and conferred by Chapter \_\_\_\_\_ may be superseded by contract, i.e., burial contract, or by separate legal instrument, such as power of attorney or advance directive, or by law, such state and federal immunities or preemptions.

The termination of the registered domestic partnership will not terminate powers and rights granted by contract between the parties or by separate legal instrument.





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**Clerk of the Commission**  
200 East University Avenue, Mail Station 18  
Gainesville, Florida 32601  
Phone: 352-334-5015  
Email: [Clerks@CityofGainesville.Org](mailto:Clerks@CityofGainesville.Org)

**AMENDMENT TO DECLARATION OF DOMESTIC PARTNERSHIP**

Article \_\_\_\_\_ Chapter \_\_\_\_\_ of the City of Gainesville Code

Registration Number: \_\_\_\_\_

**Instructions:**

Complete and submit this form (**notarization is required**) to the Office of the Clerk of the Commission at the address above. A filing fee of \$ \_\_\_\_\_ must accompany the registration form. Make check payable to the City of Gainesville.

**Do you or your domestic partner claim any exemption to public record disclosure pursuant to Section 119 Florida Statutes?**

Yes  No. If "yes", submit a detailed explanation of exemption on a separate page.

**Adding or Deleting Dependents**

List the name(s) of dependent(s) that reside(s) within the household of the Registered Domestic Partnership and is (are):

1. A biological, adopted, or foster child of a Registered Domestic Partner; or
2. A dependent as defined under IRS regulations; or
3. A ward of a Registered Domestic Partner as determined in a guardianship or other legal proceeding.

Add  Delete \_\_\_\_\_

Add  Delete \_\_\_\_\_

**Change of Address**

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ E-mail Address (Optional) \_\_\_\_\_

**Legal Name Change (requires proof by issuing agency)**

Name as it appears on original Domestic Partner Registration form:

Last, \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

Legal name, after change:

Last, \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

**We swear or affirm under penalty of perjury that the statements above are true and correct.**

Signed on \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

Signature \_\_\_\_\_ (Print) Last, First Middle

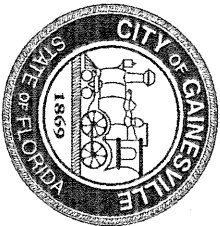
Signature \_\_\_\_\_ (Print) Last, First Middle

**Notarization of both signatures required.**

State of \_\_\_\_\_ County of \_\_\_\_\_, Sworn to and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_  
who are personally known \_\_\_\_\_ or produced Identification \_\_\_\_\_.

Signature of Notary Public \_\_\_\_\_

**For Clerk's Use Only:** Filing Date \_\_\_\_\_ Received by: \_\_\_\_\_ Registration # \_\_\_\_\_



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**DECLARATION OF TERMINATION OF DOMESTIC PARTNERSHIP**

Article \_\_\_\_\_ Chapter \_\_\_\_\_ of the City of Gainesville Code

Registration Number: \_\_\_\_\_

**Instructions:**

Complete and submit this form (**notarization is required**) to the Office of the Clerk of the Commission at the address above. A filing fee of \$\_\_\_\_\_ must accompany the registration form. Make check payable to the City of Gainesville. The termination of Domestic Partnership becomes effective on the date this form is filed with the Clerk of the Commission. **This form is to be used when only one partner is signing.**

**Do you or your domestic partner claim any exemption to public record disclosure pursuant to Section 119 Florida Statutes?**

Yes  No. If "yes", submit a detailed explanation of exemption on a separate page.

1. The Domestic Partnership between \_\_\_\_\_ and \_\_\_\_\_, Registration Number \_\_\_\_\_ is hereby terminated, and \_\_\_\_\_, the Clerk of the Commission was provided with the unsigned partner's last known address, which is: \_\_\_\_\_, and  
2. On \_\_\_\_\_, I hereby certify that my former partner was notified of this termination via certified or registered mail on \_\_\_\_\_, 20\_\_\_\_; or  
3. I have taken the following good-faith efforts to notify my former partner of this action:  
\_\_\_\_\_  
\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**I swear or affirm under penalty of perjury that the statements above are true and correct.**

Signed on \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_ (Date) (City) (State)

Signature \_\_\_\_\_ (Print) Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

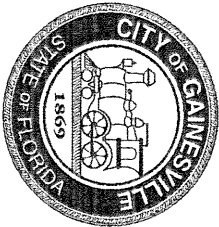
**The termination of the registered domestic partnership will not terminate powers and rights granted by contract between the parties or by separate legal instrument.**

**Notarization of signature required.**

State of \_\_\_\_\_ County of \_\_\_\_\_, Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known \_\_\_\_\_ or produced Identification \_\_\_\_\_.

Signature of Notary Public \_\_\_\_\_

**For Clerk's Use Only:** Filing Date \_\_\_\_\_ Received by: \_\_\_\_\_ Registration # \_\_\_\_\_



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**DECLARATION OF TERMINATION OF DOMESTIC PARTNERSHIP**

Article \_\_\_\_\_ Chapter \_\_\_\_\_ of the City of Gainesville Code

Registration Number: \_\_\_\_\_

**Instructions:**

Complete and submit this form (**notarization is required**) to the Office of the Clerk of the Commission at the address above. A filing fee of \$\_\_\_\_\_ must accompany the registration form. Make check payable to the City of Gainesville. The termination of Domestic Partnership becomes effective on the date this form is filed with the Clerk of the Commission. **This form is to be used when both partners are signing.**

**Do you or your domestic partner claim any exemption to public record disclosure pursuant to Section 119 Florida Statutes?**

Yes  No. If "yes", submit a detailed explanation of exemption on a separate page.

The Domestic Partnership between \_\_\_\_\_ and \_\_\_\_\_  
is hereby terminated. \_\_\_\_\_, Registration Number \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**We swear or affirm under penalty of perjury that the statements above are true and correct.**

Signed on \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

Signature \_\_\_\_\_ (Print) Last, First Middle

Signature \_\_\_\_\_ (Print) Last, First Middle

**The termination of the registered domestic partnership will not terminate powers and rights granted by contract between the parties or by separate legal instrument.**

**Notarization of both signatures required.**

State of \_\_\_\_\_ County of \_\_\_\_\_, Sworn to and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_  
who are personally known \_\_\_\_\_ or produced Identification \_\_\_\_\_.

Signature of Notary Public \_\_\_\_\_

**For Clerk's Use Only:** Filing Date \_\_\_\_\_ Received by: \_\_\_\_\_ Registration # \_\_\_\_\_



**CITY OF GAINESVILLE, FLORIDA**  
**DOMESTIC PARTNERSHIP**  
**CERTIFICATE**

\_\_\_\_\_  
This is to certify that

**JOHN DOE**  
**&**  
**JIM Q. PUBLIC**

Are registered as Domestic Partners with the City of Gainesville,  
Alachua County, in the State of Florida

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**Kurt Lannon, Clerk of Commission**

# FLORIDA GENERAL DURABLE POWER OF ATTORNEY

THE POWERS YOU GRANT BELOW ARE EFFECTIVE ONLY IF YOU BECOME DISABLED OR INCOMPETENT

This durable power of attorney is not affected by subsequent incapacity of the principal except as provided in §709.08, Florida Statutes.

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

1,

\_\_\_\_\_  
[insert your name and address]

appoint \_\_\_\_\_ [insert the name and address of the person appointed] as my Agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

Note: If you initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.

INITIAL

\_\_\_\_\_  
(A) Real property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of Florida, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt,

and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

(B) Tangible personal property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of Florida or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

(C) Stock and bond transactions. To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

(D) Commodity and option transactions. To buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the principal could if present and under no disability.

(E) Banking and other financial institution transactions. To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any -time or times to any safe deposit box or vault to which I might have access.

(F) Business operating transactions. To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in. To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

(G) Insurance and annuity transactions. To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.

           (H) Estate, trust, and other beneficiary transactions. To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.

           (I) Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

           (J) Personal and family maintenance. To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

           (K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service. To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

           (L) Retirement plan transactions. To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.



(M) Tax matters. To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

(N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

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THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL DURABLE POWER OF ATTORNEY.

THIS POWER OF ATTORNEY BECOMES EFFECTIVE ONLY UPON MY DISABILITY OR INCAPACITY. I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity.

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRICKEN.)

Authority to Delegate. My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

Right to Compensation. My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH)

Successor Agent. If any Agent named by me shall die, become incompetent, resign or refuse to accept the office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

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Choice of Law. THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF FLORIDA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

---

[Your Signature]

STATEMENT OF WITNESS

On the date written above, the principal declared to me in my presence that this instrument is his general durable power of attorney and that he or she had willingly signed or directed another to sign for him or her, and that he or she executed it as his or her free and voluntary act for the purposes therein expressed.

\_\_\_\_\_  
[Signature of Witness #1]

\_\_\_\_\_  
[Printed or typed name of Witness #1]

\_\_\_\_\_  
[Address of Witness #1, Line 1]

\_\_\_\_\_  
[Address of Witness #1, Line 2]

\_\_\_\_\_  
[Signature of Witness #2]

\_\_\_\_\_  
[Printed or typed name of Witness #2]

\_\_\_\_\_  
[Address of Witness #2, Line 1]

\_\_\_\_\_  
[Address of Witness #2, Line 2]

A Note About Selecting Witnesses: The agent (attorney-in-fact) may not also serve as a witness. Each witness must be present at the time that principal signs the Power of Attorney in front of the notary. Each witness must be a mentally competent adult. Witnesses should ideally reside close by, so that they will be easily accessible in the event they are one day needed to affirm this documents validity.

NOTICE: THE RIGHTS/BENEFITS DESCRIBED IN THE DECLARATION OF DOMESTIC PARTNERSHIP REGISTRATION FORM AND CONFERRED BY CHAPTER — MAY BE SUPERSEDED BY CONTRACT, IE., BURIAL CONTRACT, OR BY SEPARATE LEGAL INSTRUMENT, SUCH AS POWER OF ATTORNEY OR ADVANCE DIRECTIVE, OR BY LAW, SUCH STATE AND FEDERAL IMMUNITIES OR PREEMPTIONS. THE TERMINATION OF THE REGISTERED DOMESTIC PARTNERSHIP WILL NOT TERMINATE POWERS AND RIGHTS GRANTED BY CONTRACT BETWEEN THE PARTIES OR BY SEPARATE LEGAL INSTRUMENT.

## DESIGNATION OF HEALTH CARE SURROGATE

Name: \_\_\_\_\_ (Last) (First) (Middle Initial)

In the event that I have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I wish to designate as my surrogate for health care decisions:

Name: \_\_\_\_\_ (Last) (First) (Middle Initial)

(Last) (First) (Middle Initial)

Address: \_\_\_\_\_ (Street) (City) (State) (Zip)

(Street) (City) (State) (Zip)

Phone: \_\_\_\_\_

If my surrogate is unwilling or unable to perform his or her duties, I wish to designate as my alternate surrogate:

Name: \_\_\_\_\_ (Last) (First) (Middle Initial)

(Last) (First) (Middle Initial)

Address: \_\_\_\_\_ (Street) (City) (State) (Zip)

(Street) (City) (State) (Zip)

Phone: \_\_\_\_\_

I fully understand that this designation will permit my designee to make health care decisions, except for anatomical gifts, unless I have executed an anatomical gift declaration pursuant to law, and to provide, withhold, or withdraw consent on my behalf to apply for public benefits to defray the cost of health care; and to authorize my admission to or transfer from a health care facility. Additional instructions (optional): \_\_\_\_\_

I further affirm that this designation is not being made as a condition of treatment or admission to a health care facility. I will notify and send a copy of this document to the following persons other than my surrogate, so they may know who my surrogate is.

Name: \_\_\_\_\_ (Last) (First) (Middle Initial)

(Last) (First) (Middle Initial)

Name: \_\_\_\_\_ (Last) (First) (Middle Initial)

(Last) (First) (Middle Initial)

WITNESSES: \_\_\_\_\_ (Signature) \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

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## LIVING WILL

Declaration made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
I, \_\_\_\_\_, willfully and voluntarily make known my desire that my  
dying not be artificially prolonged under the circumstances set forth below, and I do hereby  
declare that, if at any time I am incapacitated and

### INITIAL

\_\_\_\_\_ I have a terminal condition, OR

\_\_\_\_\_ I have an end-stage condition, OR

\_\_\_\_\_ I am in a persistent vegetative state,

and if my attending or treating physician and another consulting physician have determined that there is no reasonable medical probability of my recovery from such condition, I direct that life-prolonging procedures be withheld or withdrawn when the application of such procedures would serve only to prolong artificially the process of dying, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care or to alleviate pain.

It is my intention that this declaration be honored by my family and physician as the final expression of my legal right to refuse medical or surgical treatment and to accept the consequences for such refusal.

In the event that I have been determined to be unable to provide express and informed consent regarding the withholding, withdrawal, or continuation of life-prolonging procedures, I wish to designate, as my surrogate to carry out the provisions of this declaration:

Name: \_\_\_\_\_  
(Last) (First) (Middle Initial)

Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

Phone: \_\_\_\_\_

I understand the full import of this declaration, and I am emotionally and mentally competent to make this declaration.

Additional Instructions (optional): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date: \_\_\_\_\_

NOTICE: THE RIGHTS/BENEFITS DESCRIBED IN THE DECLARATION OF DOMESTIC PARTNERSHIP REGISTRATION FORM AND CONFERRED BY CHAPTER \_\_\_\_\_ MAY BE SUPERSEDED BY CONTRACT, I.E., BURIAL CONTRACT, OR BY SEPARATE LEGAL INSTRUMENT, SUCH AS POWER OF ATTORNEY OR ADVANCE DIRECTIVE, OR BY LAW, SUCH AS STATE AND FEDERAL IMMUNITIES OR PREEMPTIONS. THE TERMINATION OF THE REGISTERED DOMESTIC PARTNERSHIP WILL NOT TERMINATE POWERS AND RIGHTS GRANTED BY CONTRACT BETWEEN THE PARTIES OR BY SEPARATE LEGAL INSTRUMENT.