IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR CHARLOTTE COUNTY, FLORIDA GUARDIANSHIP DIVISION

IN RE: GUARDIANSHIP OF:

 Case No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 Ward.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/

**ACKNOWLEDGMENT OF RESPONSIBILITIES OF GUARDIAN**

(updated April 24, 2024)

In order to be appointed Guardian or to continue in the position of Guardian in the above captioned case, I understand that I must agree to be bound by the provisions of Florida Law governing the conduct of a Guardian. I hereby acknowledge and agree to comply with the following legal responsibilities of a Florida Guardian:

1. I will maintain the employment of an attorney at all times to represent me in my position as Guardian.

2. Unless otherwise excused from doing so I will file timely, complete, and accurate annual reports of person and/or property including complete and appropriate supporting documents (financial documents, physicians' reports, etc.). I understand that each annual report should be an original report on the subject matter of the report.

3. I will at all times keep the Court, my attorney, and, if one is appointed, the Court Guardianship Monitor, apprised of my residence address, telephone number, and E-mail address (or, in case of a professional guardian, business address and business email address and telephone number). I will include my name, mailing address, E-mail address, and telephone number on all reports and other pleadings that are filed in the Court file.

 4. I agree to remain alert to and respond promptly to written and verbal communications, including texts, emails, faxes, phone calls and court orders, received from my attorney, the Court, the Court Guardianship Monitor (if appointed), and other interested parties and their attorneys.

5. I will not permanently relocate my residence or the Ward’s residence to a contiguous county outside of Charlotte County without notifying in advance the Court, my attorney, and, if one is appointed, the Court Guardianship Monitor, as well as other interested parties and their attorneys.

6. I will not permanently relocate my residence or the Ward’s residence beyond Charlotte County and counties contiguous to Charlotte County without a prior Order of the Court granting permission for such a relocation. I acknowledge that, in most cases, relocation beyond neighboring counties may result in the transfer of the guardianship case to that county's guardianship court.

7. I acknowledge that willful failure to comply with the above requirements (which specifically includes the failure to comply in a timely fashion) may subject me to penalties for contempt of Court, and may result in my removal as guardian and the imposition of other sanctions that are provided for by law.

8. If the Court gives me the authority to spend the financial assets of the Ward for the benefit of the Ward, I will strictly comply with any limitations the Court places on the use of said funds. I also agree to keep contemporaneous written records necessary to provide accountings that are required by law. If the Ward’s assets are placed in a restricted account, I will not attempt to gain access to said funds unless the Court authorizes me, in writing, to withdraw said funds to pay expenses of the Ward, or the Court authorizes me to be reimbursed for the Ward’s expenses that I had previously paid with my own funds.

**9. I acknowledge that a Guardian's failure to appear for a mandatory court appearance may result in sanctions, including a finding of contempt or the issuance of a bench warrant for arrest and retention in custody at which point a bond may be set. I acknowledge that if I am arrested, I may be held in jail up to 48 hours before a hearing is held. I also acknowledge that my failure to appear may also result in additional sanctions.**

**10. I will comply with the requirements of Fla. Stat. 744.441 entitled “Powers of guardian upon court approval” and will take no action described in said statute without prior written authorization of the Court, as mandated below:**

Powers of guardian upon court approval.—After obtaining approval of the court pursuant to a petition for authorization to act, a plenary guardian of the property, or a limited guardian of the property within the powers granted by the order appointing the guardian or an approved annual or amended guardianship report, may do all of the following:

(1) Perform, compromise, or refuse performance of a ward’s contracts that continue as obligations of the estate, as he or she may determine under the circumstances.

(2) Execute, exercise, or release any powers as trustee, personal representative, custodian for minors, conservator, or donee of any power of appointment or other power that the ward might have lawfully exercised, consummated, or executed if not incapacitated, if the best interest of the ward requires such execution, exercise, or release.

(3) Make ordinary or extraordinary repairs or alterations in buildings or other structures; demolish any improvements; or raze existing, or erect new, party walls or buildings.

(4) Subdivide, develop, or dedicate land to public use; make or obtain the vacation of plats and adjust boundaries; adjust differences in valuation on exchange or partition by giving or receiving consideration; or dedicate easements to public use without consideration.

(5) Enter into a lease as lessor or lessee for any purpose, with or without option to purchase or renew, for a term within, or extending beyond, the period of guardianship.

(6) Enter into a lease or arrangement for exploration and removal of minerals or other natural resources or enter into a pooling or unitization agreement.

(7) Abandon property when, in the opinion of the guardian, it is valueless or is so encumbered or in such condition that it is of no benefit to the estate.

(8) Pay calls, assessments, and other sums chargeable or accruing against, or on account of, securities.

(9) Borrow money, with or without security, to be repaid from the property or otherwise and advance money for the protection of the estate.

(10) Effect a fair and reasonable compromise with any debtor or obligor or extend, renew, or in any manner modify the terms of any obligation owing to the estate.

(11) Prosecute or defend claims or proceedings in any jurisdiction for the protection of the estate and of the guardian in the performance of his or her duties. Before authorizing a guardian to bring an action described in s. 736.0207, the court shall first find that the action appears to be in the ward’s best interests during the ward’s probable lifetime. There shall be a rebuttable presumption that an action challenging the ward’s revocation of all or part of a trust is not in the ward’s best interests if the revocation relates solely to a devise. This subsection does not preclude a challenge after the ward’s death. If the court denies a request that a guardian be authorized to bring an action described in s. 736.0207, the court must review the continued need for a guardian and the extent of the need for delegation of the ward’s rights.

(12) Sell, mortgage, or lease any real or personal property of the estate, including homestead property, or any interest therein for cash or credit, or for part cash and part credit, and with or without security for unpaid balances.

(13) Continue any unincorporated business or venture in which the ward was engaged.

(14) Purchase the entire fee simple title to real estate in this state in which the guardian has no interest, but the purchase may be made only for a home for the ward, to protect the home of the ward or the ward’s interest, or as a home for the ward’s dependent family. If the ward is a married person and the home of the ward or of the dependent family of the ward is owned by the ward and spouse as an estate by the entirety and the home is sold pursuant to the authority of subsection (12), the court may authorize the investment of any part or all of the proceeds from the sale toward the purchase of a fee simple title to real estate in this state for a home for the ward or the dependent family of the ward as an estate by the entirety owned by the ward and spouse. If the guardian is authorized to acquire title to real estate for the ward or dependent family of the ward as an estate by the entirety in accordance with the preceding provisions, the conveyance must be in the name of the ward and spouse and be effective to create an estate by the entirety in the ward and spouse.

(15) Exercise any option contained in any policy of insurance payable to, or inuring to the benefit of, the ward.

(16) Pay reasonable funeral, interment, and grave marker expenses for the ward from the ward’s estate.

(17) Make gifts of the ward’s property to members of the ward’s family in estate and income tax planning procedures.

(18) When the ward’s will evinces an objective to obtain a United States estate tax charitable deduction by use of a split interest trust (as that term is defined in s. 736.1201), but the maximum charitable deduction otherwise allowable will not be achieved in whole or in part, execute a codicil on the ward’s behalf amending said will to obtain the maximum charitable deduction allowable without diminishing the aggregate value of the benefits of any beneficiary under such will.

(19) Create or amend revocable trusts or create irrevocable trusts of property of the ward’s estate which may extend beyond the disability or life of the ward in connection with estate, gift, income, or other tax planning or in connection with estate planning. The court shall retain oversight of the assets transferred to a trust, unless otherwise ordered by the court.

(20) Renounce or disclaim any interest by testate or intestate succession or by inter vivos transfer.

(21) Enter into contracts that are appropriate for, and in the best interest of, the ward.

(22) As to a minor ward, pay expenses of the ward’s support, health, maintenance, and education, if the ward’s parents, or either of them, are alive.

**11.**  **By signing below, I acknowledge receipt of these Responsibilities of Guardian and agree to be bound by them and all responsibilities of a Guardian that are provided for by law.**

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GUARDIAN DATE

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

ATTORNEY FOR THE GUARDIAN DATE

Guardianship Hotline

* The Charlotte County Court Guardianship Monitoring Program has a hotline number that acts as a clearinghouse for complaints, requests, and inquiries regarding particular Guardianship cases, where anyone can report their concerns. The caller may remain anonymous.
* Any allegation of abuse, neglect and/or exploitation of elderly or the misappropriation of the ward’s assets must be reported directly to the Department of Children and Families at (800) 96ABUSE, and/or the Charlotte County Sheriff’s office (941) 639-2101 (call 911 for emergencies), *prior* to contacting the Guardianship Hotline

**\*\*\* IF IT IS AN EMERGENCY, CALLERS WILL BE INSTRUCTED TO HANG UP AND CALL 911 FIRST \*\*\***

Guardianship Hotline

(941) 769-1275

Revised: 05/02/2018