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Legal Forms & Services

FirstName LastName

ALABAMA

POWER OF ATTORNEY

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The answers you provide in the questionnaire are incorporated in this document at your direction. The form was developed by attorneys based on the laws of your state. You are responsible for finalizing the document and having it reviewed by an attorney.

Finalizing a Power of Attorney in Alabama

After printing your document, you will need to finalize it. Below are the steps:

1. Print out your document
2. Review, initial, sign, and date in front of a notary
3. Have notary sign and date
4. Keep document in a safe place

Notice: Some state laws require the principal to initial or sign next to the powers they have granted in order for that power to be effective. To make sure you have initialed and/or signed in the correct places, you should review your form and your state's laws on powers of attorney requirements.

In addition, your agent may be required to verify their authority with a certification or affidavit, or provide specimen signatures before a party will honor your power of attorney.

ALABAMA POWER OF ATTORNEY

OF FirstName LastName

Important Information

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975.

This power of attorney does not authorize the agent to make health care decisions for you. Such powers are governed by other applicable law.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is entitled to reimbursement of reasonable expenses and reasonable compensation unless you state otherwise in the Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately unless you state otherwise.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT

I, FirstName LastName, name the following person as my agent:

Name: FirstName LastName
Address: 222 Street Address, City, Alabama 12345
Phone: 555-555-5555

DESIGNATION OF SUCCESSOR AGENT(S)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name: FirstName LastName
Address: 333 Street Address, City, Alabama 12345
Phone: 555-555-5555

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name: FirstName LastName

Address: 444 Street Address, City, Alabama 12345
Phone: 555-555-5555

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects I have INITIALED as defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975:

- Real Property as defined in Section 26-1A-204
- Tangible Personal Property as defined in Section 26-1A-205
- Stocks and Bonds as defined in Section 26-1A-206
- Commodities and Options as defined in Section 26-1A-207
- Banks and Other Financial Institutions as defined in Section 26-1A-208
- Operation of Entity or Business as defined in Section 26-1A-209
- Insurance and Annuities as defined in Section 26-1A-210
- Estates, Trusts, and Other Beneficial Interests as defined in Section 26-1A-211
- Claims and Litigation as defined in Section 26-1A-212
- Personal and Family Maintenance as defined in Section 26-1A-213
- Benefits from Governmental Programs or Civil or Military Service as defined in Section 26-1A-214
- Retirement Plans as defined in Section 26-1A-215
- Taxes as defined in Section 26-1A-216

GRANT OF SPECIFIC AUTHORITY

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below.

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent.):

- Create, amend, revoke, or terminate an inter vivos trust, by trust or applicable law
- Make a gift to which exceeds the monetary limitations of Section 26-1A-217 of the Alabama Uniform Power of Attorney Act, but subject to any special instructions in this power of attorney
- Create or change rights of survivorship

- ____ Create or change a beneficiary designation
- ____ Authorize another person to exercise the authority granted under this power of attorney
- ____ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- ____ Exercise fiduciary powers that the principal has authority to delegate

LIMITATIONS ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant MAY use my property to benefit the agent or a person to whom the agent owes an obligation of support.

SPECIAL INSTRUCTIONS

Revocation. All my previously executed powers of attorney are hereby revoked.

Compensation. My agent MAY be entitled to reasonable compensation for actions taken pursuant to this power of attorney.

Special Instructions. I leave the following special instructions for my agent: I have no special instructions at this time.

EFFECTIVE DATE

My agent shall only have the authority to act upon my later incapacity.

NOMINATION OF CONSERVATOR OR GUARDIAN

If it becomes necessary for a court to appoint a conservator or guardian of my estate, I nominate the following person for appointment:

Name: FirstName LastName
 Address: 222 Street Address, City, Alabama 12345
 Phone: 555-555-5555

If it becomes necessary for a court to appoint a guardian of my person, I nominate the following person for appointment:

Name: FirstName LastName
 Address: 333 Street Address, City, Alabama 12345
 Phone: 555-555-5555

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

_____ (Date)
(Signature of Principal)

FirstName LastName

111 Street Address, City, Alabama 12345

555-555-5555

State of _____

County of _____

I, _____, a Notary Public, in and for the County in this State, hereby certify that FirstName LastName, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, executed the same voluntarily on the day the same bears date.

Given under my hand this the _____ day of _____, 20____.

(Seal, if any)

Signature of Notary: _____

My commission expires: _____

Important Information for Agent

Agent's Duties

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. You must:

- (1) do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this power of attorney; and
- (4) disclose your identity as an agent whenever 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:

FirstName LastName by (Your Signature) as Agent

Unless the Special Instructions in this power of attorney state otherwise, you must also:

- (1) act loyally for the principal's benefit;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) act with care, competence, and diligence;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (6) attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

Termination of Agent's Authority

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 that terminate a power of attorney or your authority to act under a power of attorney include:

- (1) death of the principal;
- (2) the principal's revocation of the power of attorney or your authority;
- (3) the occurrence of a termination event stated in the power of attorney;
- (4) the purpose of the power of attorney is fully accomplished; or

(5) if you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

Liability of Agent

The meaning of the authority granted to you is defined in the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975. If you violate the Alabama Uniform Power of Attorney Act, Chapter 1A, Title 26, Code of Alabama 1975, or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

**AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND
AGENT'S AUTHORITY**

State of _____

County of _____

I, _____ (Name of Agent), certify under penalty of perjury that
FirstName LastName, (Name of Principal) granted me authority as an agent or successor agent in
a power of attorney dated _____.

I further certify that to my knowledge:

(1) the Principal is alive and has not revoked the Power of Attorney or my authority to act under
the Power of Attorney and the Power of Attorney and my authority to act under the Power of
Attorney have not terminated;

(2) if the Power of Attorney was drafted to become effective upon the happening of an event or
contingency, the event or contingency has occurred;

(3) if I was named as a successor agent, the prior agent is no longer able or willing to serve; and

(4) _____

(Insert other relevant statements)

Signature and Acknowledgment

Agent Signature: _____ Date: _____

Agent's Name Printed: _____

Agent's Address: _____

Agent's Telephone Number: _____

This document was acknowledged before me on _____, (Date) by
_____, (Name of Agent).

Signature of Notary (Seal, if any)

My commission expires: _____