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Legal Forms & Services

FirstName LastName

MICHIGAN
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 Michigan

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 and two witnesses
3. Have two witnesses sign and date
4. Have notary sign and date
5. 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.

Some state laws prohibit certain people from being witnesses to a power of attorney. Review your state's laws on witness requirements for powers of attorney.

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.

MICHIGAN 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 Michigan Estates and Protected Individuals Code Article V Part 5.

This power of attorney does not authorize the agent to make health-care decisions for you.

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.

This form provides for designation of one agent. If you wish to name more than one agent you may do so.

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, Michigan 11111
Phone: 1111111111

DESIGNATION OF SUCCESSOR AGENT

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, Michigan 11111
Phone: 1111111111

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

I choose not to name a second successor agent at this time.

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:

- _____ Real Property
- _____ Tangible Personal Property
- _____ Stocks and Bonds
- _____ Commodities and Options
- _____ Banks and Other Financial Institutions
- _____ Operation of Entity or Business
- _____ Insurance and Annuities
- _____ Estates, Trusts, and Other Beneficial Interests
- _____ Claims and Litigation
- _____ Personal and Family Maintenance
- _____ Benefits from Governmental Programs or Civil or Military Service
- _____ Retirement Plans
- _____ Taxes

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:

- _____ Create, amend, revoke, or terminate an inter vivos trust
- _____ Make a gift as limited by section 217 of the Uniform Power of Attorney Act, MCL 556.317, and 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

Access the content of electronic communications

Exercise authority over any "bank, securities, or other financial account in a foreign country" within the meaning of 31 CFR 1010.350

LIMITATION 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 is entitled to reasonable compensation for actions taken pursuant to this power of attorney.

Special Instructions. I have no other instructions at this time.

EFFECTIVE DATE

This power of attorney is effective immediately and is durable, meaning it is not affected by the principal's subsequent disability or incapacity, or by the lapse of time.

NOMINATION OF CONSERVATOR OR GUARDIAN

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

Name: FirstName LastName

Address: 222 Street Address, City, Michigan 11111

Phone: 1111111111

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

Name: FirstName LastName

Address: 333 Street Address, City, Michigan 11111

Phone: 1111111111

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

Signature: _____

Date: _____

Name: FirstName LastName

Address: 111 Street Address, City, Michigan 11111

Phone: 1111111111

Email: emailaddress@email.com

Witness Acknowledgement

Signature of Witness: _____

Date: _____

Printed Name: _____

Address: _____

Witness Acknowledgement

Signature of Witness: _____

Date: _____

Printed Name: _____

Address: _____

Notary Acknowledgment

State of _____

County of _____

This document was acknowledged before me on this _____ day of _____, 20____, by
FirstName LastName.

Signature of Notary: _____ (Seal, if any)

My commission expires: _____

IMPORTANT INFORMATION FOR AGENT

Agent's Duties. When you accept 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 or your authority under it is terminated by a termination event described in the uniform power of attorney act, MCL 556.201 to 556.505. 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;
- (4) Keep a record of receipts, disbursements, and transactions made on behalf of the principal;
- (5) Disclose your identity as an agent whenever you act for the principal by, for example, writing or printing the name of the principal and signing your own name as "agent" in the following manner: (Principal's Name) by (Your Signature) as Agent;
- (6) And if the power is "durable" in the sense described below, you must, before acting as agent under the power, sign an acknowledgment of your duties as agent that contains all the declarations contained in the optional template "Agent's Acknowledgment" provided in section 302 of the uniform power of attorney act, MCL 556.402, in substantially the form of that optional template.

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) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects concerning health care or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (5) Attempt, to the extent of the powers you have been granted as agent, 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 it. Events that terminate a power of attorney or your authority to act under such a power 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;
- (4) If the power is intended only for a specified, limited purpose, the specified purpose of the power 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.

Statutory Duty to Acknowledge Agent's Duties under "Durable" Power. Unless the Special Instructions in this power of attorney state otherwise, this form will create a "durable" power of attorney (meaning that unless the power is revoked or your authority is otherwise terminated beforehand, your authority as agent will continue during any period in which the principal is alive but incapacitated) if the principal signs it either before a notary public (or other individual authorized to take acknowledgments) or in the presence of two witnesses neither of whom is designated as the principal's agent or successor agent and both of whom also sign the form. If this power of attorney is durable, then before you act as agent under the power, you must execute an acknowledgment of your duties as agent that contains all the declarations contained in the optional template "Agent's Acknowledgment" provided in section 302 of the uniform power of attorney act, MCL 556.402, in substantially the form of that optional template.

Liability of Agent. The meaning of the authority granted to you is defined in the uniform power of attorney act, MCL 556.201 to 556.505. If you violate that act or the terms of this power, you may be liable for any damages caused by your violation.

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

AGENT'S ACKNOWLEDGMENT

I, _____, have been appointed agent for _____
(Your Name), the principal _____ (Name of Principal), under a durable
power of attorney dated _____. By signing this document, I acknowledge that if
and when I act as agent under the power, all of the following apply:

MY DUTIES AS AGENT

I must:

- (1) Do what I know the principal reasonably expects me to do with the principal's property or, if I 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 the durable power of attorney.
- (4) Keep reasonable records of receipts, disbursements, and transactions I make on behalf of the principal.
- (5) Disclose my identity as an agent whenever I act for the principal by writing or printing the principal's name and signing my own name as "agent".
- (6) And depending on the terms of the power of attorney, I may have additional duties described in section 114 of the uniform power of attorney act, MCL 556.201 to 556.505, including the presumptive duties to act loyally for the principal's benefit, avoid conflicts of interest that would make it hard for me to act in the principal's best interest, and act with care, competence, and diligence.

POWERS REQUIRING SPECIFIC AUTHORITY

Unless specifically provided in the durable power of attorney or by judicial order, I cannot do any of the following:

- (1) Create, amend, revoke, or terminate an inter vivos trust.
- (2) Make a gift of the principal's property to someone else, let alone to myself.
- (3) Create or change rights of survivorship by, for example, creating a joint account.
- (4) Create or change a beneficiary designation.
- (5) Delegate authority granted under the durable power of attorney.
- (6) Exercise fiduciary powers that the principal has authority to delegate.
- (7) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
- (8) Exercise authority over the content of electronic communications, as defined in 18 USC 2510, sent or received by the principal.
- (9) Exercise authority over any bank, securities, or other financial account in a foreign country within the meaning of 31 CFR 1010.350.

TERMINATION OF MY AUTHORITY

I must stop acting on behalf of the principal if I learn of any event that terminates the durable power of attorney or my authority under the power, including the death of the principal or the principal's revocation of either the power or my authority to act under it.

MY POTENTIAL LIABILITY AS AGENT

If I violate the uniform power of attorney act, MCL 556.201 to 556.505, or act outside the authority granted in the durable power, I may be liable to the principal or the principal's successors for damages caused by my violation and to civil or criminal penalties. An exoneration clause in the power (if any) does not relieve me of liability for acts or omissions committed in bad faith or, in some cases, for acts or omissions committed with reckless indifference to the purposes of the power of attorney or the interests of the principal.

Signature: _____ Date: _____

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