

# CONNECTICUT LIMITED (SPECIAL) POWER OF ATTORNEY

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Notice: The powers granted by this document are defined in the Connecticut Uniform Power of Attorney Act, which expressly permits the use of any other or different form of power of attorney desired by the parties concerned. The grantor of any power of attorney or the agent may make application to a Probate Court for an accounting as provided in subsection (d) of section 45a-175 of the general statutes. This power of attorney does not authorize the agent to make health care decisions for you.

Know All Persons by These Presents, which are intended to constitute a LIMITED POWER OF ATTORNEY pursuant to the Connecticut Uniform Power of Attorney Act:

That I \_\_\_\_\_ [Principal name] of \_\_\_\_\_  
[Principal address] do hereby appoint \_\_\_\_\_ [Agent name] of \_\_\_\_\_  
\_\_\_\_\_ [Agent address] and \_\_\_\_\_ [Optional  
co-agent name] of \_\_\_\_\_ [Co-agent address] as my  
attorney(s)-in-fact TO ACT jointly/severally/ \_\_\_\_\_.

If more than one agent is designated and the principal wishes each agent alone to be able to exercise the power conferred, insert in this blank the word 'severally'. Failure to make any insertion or the insertion of the word 'jointly' shall require the agents to act jointly.

I hereby give notice that I have revoked, and do hereby revoke, any previous power of attorney given or empowering another agent(s) to act as my true and lawful attorney in fact. I declare that all power and authority granted under said power of attorney is hereby revoked and withdrawn.

First: In my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as defined in the Connecticut Uniform Power of Attorney Act to the extent that I am permitted by law to act through an agent:

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

This authority is confined strictly to the acts specified here and does not extend to any other acts. It will be valid for the period stated in the Effective Date section, unless I have stated otherwise in a subsequent legal document or in the Special Instructions of this document.

## Second: LIMITATION ON AGENT'S AUTHORITY

An agent MAY NOT use my property to benefit the agent of a dependent of the agent unless I have included the authority in any of the special instructions below.

Third: Hereby ratifying and confirming all that said agent(s) or substitute(s) do or cause to be done.

Fourth: With full and unqualified authority to exercise or delegate any or all of the foregoing powers granted under this power of attorney to any person or persons whom my agent(s) shall select.

## Fifth: DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)



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

Name of Successor Agent: \_\_\_\_\_  
Successor Agent's Address: \_\_\_\_\_

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

Name of Second Successor Agent: \_\_\_\_\_  
Second Successor Agent's Address: \_\_\_\_\_

Sixth: DESIGNATION OF CONSERVATOR OF ESTATE (OPTIONAL)

If a conservator of my estate should be appointed, I designate that \_\_\_\_\_ be appointed to serve as conservator of my estate. If \_\_\_\_\_ is unable to serve or cease to serve as conservator of my estate, I designate that \_\_\_\_\_ be appointed to serve as conservator of my estate.

(If applicable)

I direct that bond for the conservator of my estate, including any sureties thereon  be required  
 not be required.

Seventh: SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines:

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

Eighth: EFFECTIVE DATE

This power of attorney is effective (Check one):

- immediately
- on \_\_\_\_\_, 20\_\_
- upon the occurrence of the following event or contingency:  
\_\_\_\_\_
- upon the incapacity of the principal

(If applicable)

This power of attorney will remain in effect until (Check one):

- \_\_\_\_\_, 20\_\_, unless earlier revoked or terminated by the specific conditions stated in the Termination.
- the occurrence of the following condition:  
\_\_\_\_\_, unless earlier revoked or terminated by the specific conditions stated in the Termination.
- \_\_\_\_\_, 20\_\_, or upon the occurrence of the following condition:  
\_\_\_\_\_, whichever occurs earlier, unless earlier revoked or terminated by the specific conditions stated in the Termination.



Ninth: TERMINATION

Regular Limited Power of Attorney. This power of attorney will automatically terminate upon the earliest of the following:

1. Completion of the specified act or transaction for which this power of attorney was granted.
2. A specific date or event as mentioned in the 'Effective Date' section of this document.
3. My revocation of this power of attorney in writing or the agent dies, becomes incapacitated, or resigns and the power of attorney does not provide for another agent to act under the power of attorney
4. My death.
5. Upon my disability or incapacity, if the power of attorney is not durable.

Durable Limited Power of Attorney. This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time but will automatically terminate upon the earliest of the following:

1. Completion of the specified act or transaction for which this power of attorney was granted.
2. A specific date or event as mentioned in the 'Effective Date' section of this document.
3. My revocation of this power of attorney in writing or the agent dies, becomes incapacitated, or resigns and the power of attorney does not provide for another agent to act under the power of attorney.
4. My death.

Any action taken by the agent under this power of attorney before its termination in reliance upon it will be valid unless the third party knew or should have known of the termination.

The execution of this statutory short form power of attorney shall be duly acknowledged by the principal in the manner prescribed for the acknowledgment of a conveyance of real property.

In Witness Whereof I have hereunto signed my name and affixed my seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Principal) (Seal)

(If applicable)

by:

\_\_\_\_\_  
(Name of Representative)

\_\_\_\_\_  
(Signature of Representative)



WITNESSES (one of whom may be the notary, attorney, etc. taking the acknowledgment)

Attested and subscribed in the presence of the principal and subsequent to the principal subscribing same:

First Witness signs: \_\_\_\_\_

Print Witness name: \_\_\_\_\_

Second Witness signs: \_\_\_\_\_

Print Witness name: \_\_\_\_\_

STATE OF CONNECTICUT     )  
  ) ss: at \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
COUNTY OF \_\_\_\_\_     )     (Town)     (month) (day) (year)

On this the ... day of ..., 20.., before me, \_\_\_\_\_, signer of the foregoing instrument, personally appeared, and acknowledged the execution of such instrument to be his/her free act and deed.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

My commission expires: \_\_\_\_\_

This document prepared by: \_\_\_\_\_



## IMPORTANT INFORMATION FOR AGENT(S)

### 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:

(Principal's Name) 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 Uniform Power of Attorney Act, Arkansas Code Title 28, Chapter 68. If you violate the Uniform Power of Attorney Act, Arkansas Code Title 28, Chapter 68, 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  
\_\_\_\_\_ [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]

State of \_\_\_\_\_  
County of \_\_\_\_\_

I, \_\_\_\_\_ [Name of Co-agent], certify under penalty of perjury that  
\_\_\_\_\_ [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 OF AGENT(S)**

Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Agent's Name Printed: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

Agent's Telephone Number: \_\_\_\_\_

(If applicable)

Co-agent's Signature \_\_\_\_\_ Date \_\_\_\_\_



Co-agent's Name Printed: \_\_\_\_\_  
Co-agent's Address: \_\_\_\_\_  
Co-agent's Telephone Number: \_\_\_\_\_

**NOTARY PUBLIC**

State of \_\_\_\_\_  
County of \_\_\_\_\_

This document was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_ [Name of Agent].

Signature of Notary \_\_\_\_\_  
(Seal, if any)

My commission expires: \_\_\_\_\_  
This document prepared by: \_\_\_\_\_

(If applicable)

State of \_\_\_\_\_  
County of \_\_\_\_\_

This document was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_ [Name of Co-agent].

Signature of Notary \_\_\_\_\_  
(Seal, if any)

My commission expires: \_\_\_\_\_  
This document prepared by: \_\_\_\_\_

