

MICHIGAN DURABLE POWER OF ATTORNEY

IMPORTANT INFORMATION

This power of attorney authorizes another person(s) (your attorney-in-fact) to make decisions concerning your property for you (the principal). Your attorney(s)-in-fact 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.

This power of attorney does not authorize the attorney(s)-in-fact to make medical and health care decisions for you.

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

Your attorney(s)-in-fact is entitled to reasonable compensation unless you state otherwise in the Special Instructions.

This form provides for the designation of two agents. If you wish to name more than two agents, you may name the additional agents in the Special Instructions.

If your attorney(s)-in-fact is unable or unwilling to act for you, your power of attorney will end unless you have named a successor attorney-in-fact. You may also name a second successor attorney-in-fact.

If you have questions about the power of attorney or the authority you are granting to your attorney(s)-in-fact, you should seek legal advice before signing this form.

APPOINTMENT OF ATTORNEY(S)-IN-FACT

I _____ [Name of Principal] of _____
[Address], designate _____ [Name of Attorney-in-fact] of _____
_____ [Address] and _____ [Optional
Name of Co-attorney-in-fact] of _____ [Address] as my attorney(s)-in-
fact, to act for me and in my name and for my use and benefit.

Attorneys-in-fact I designated above must act jointly separately.

(If applicable)

If my attorney-in-fact is unable or unwilling to act for me, I designate as my successor attorney-in-fact,
_____ [Name of Successor Attorney-in-fact] of _____
[Address].

If my successor attorney-in-fact is unable or unwilling to act for me, I name as my second successor
attorney-in-fact, _____ (Name of Second Successor Attorney-in-fact)
_____ [Address].

I have discussed this appointment with the individual or individuals I have designated.

(If applicable)



I hereby give notice that I have revoked, and do hereby revoke, any previous power of attorney given or empowering another attorney-in-fact 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.

EFFECTIVE DATE

(You **must** choose one paragraph by writing your initials on the line)

_____ My attorney(s)-in-fact has the powers set forth in this document immediately upon my signing it. This power of attorney is not affected by my subsequent disability or incapacity, or by the lapse of time.

OR

_____ This power of attorney is effective upon the disability or incapacity of the principal.

POWERS

I grant my attorney(s)-in-fact and any successor attorney(s)-in-fact the authority to act for me with respect to the following powers:

INITIAL each power you want to include in the attorney(s)-in-fact's authority.

If you wish to grant authority over all of the powers, you may INITIAL the line in front of "11. ALL PRECEDING POWERS" instead of initialing each power.

1. _____ **BANKING** – To receive funds, deposit funds in any financial institution, and make withdrawals by check or otherwise to pay for goods, services, and any other personal and business expenses for my benefit. To effect her or his powers, my attorney(s)-in-fact has power to sign a power of attorney drafted by the institution, and shall have access to my safe deposit box.
2. _____ **GOVERNMENT BENEFITS** – To apply for and receive any government benefits for which I may be eligible or become eligible, including but not limited to, Social Security, Medicare and Medicaid.
3. _____ **INVESTMENTS** – To invest and reinvest my funds, and to withdraw funds to the extent needed to pay for my needs.
4. _____ **RETIREMENT PLAN** – To contribute to, select payment option of, roll-over, and receive benefits of any retirement plan or IRA, except my attorney(s)-in-fact shall not have power to change the beneficiary of any plan or IRA.
5. _____ **TAXES** – To complete and sign any local, state and federal tax returns, pay any taxes and assessments due and receive credits and refunds, to sign any IRS documents necessary to effectuate these powers.
6. _____ **INSURANCE** – To purchase, pay premiums and make claims on life, health, automobile and homeowners' insurance, except my attorney(s)-in-fact shall not have the power to cash in or change the beneficiary of any life insurance policy.
7. _____ **REAL ESTATE** – To purchase, sell, lease, repair, improve, mortgage, and make mortgage and utility payments upon real property. A legal description is attached.
8. _____ **PERSONAL PROPERTY** – To hold personal property for safekeeping, and to buy and sell



personal property, including motor vehicles.

9. _____ **LEGAL ADVICE AND PROCEEDINGS** – To obtain and pay for legal advice, to initiate or defend legal and administrative proceedings on my behalf, including actions against third parties who refuse without cause to honor this document.
10. _____ **ESTATE PLAN** – My attorney(s)-in-fact has no authority to make or amend a will on my behalf, and has no power to make gifts on my behalf except to my spouse. My attorney(s)-in-fact has access to my will; in exercising powers, my attorney(s)-in-fact shall take into account my estate plan as known to the attorney(s)-in-fact.
11. _____ **ALL PRECEDING POWERS**

SPECIAL INSTRUCTIONS

On the following lines are any special instructions:

OTHER PROVISIONS

No person in Michigan or in any other state who relies upon representations of my attorney(s)-in-fact under this durable power of attorney shall be liable to me or my estate without actual knowledge my attorney(s)-in-fact did not have power to act.

My attorney(s)-in-fact shall not incur any liability to me under this power except for a breach of fiduciary duty.

My attorney(s)-in-fact is entitled to reimbursement for reasonable expenses incurred in exercising powers, and to reasonable compensation for services as attorney(s)-in-fact.

I can amend or revoke this power of attorney through a writing delivered to my attorney(s)-in-fact. Revocation is not effective as to a third party until the third party learns of it.

Photocopies of this document can be relied upon as though they were originals.

SIGNATURE OF PRINCIPAL

I sign this document voluntarily, and I understand its purpose.

Principal Signature: _____ Date: _____

(If applicable)

by:

Representative's Name Printed: _____

Representative's Signature: _____

signing on behalf of:



Principal Name Printed:

Principal Address:

Principal Telephone Number:

STATEMENT AND SIGNATURE OF WITNESSES

We sign below as witnesses and declare that the principal signed the instrument or directed another to sign for the principal in our presence. The principal appears to be of sound mind, and to be making this designation freely and voluntarily, without duress, fraud, or undue influence. Neither of us is an attorney-in-fact named in this document.

WITNESS: _____ (Signature of witness)

PRINT NAME: _____

ADDRESS: _____

WITNESS: _____ (Signature of witness)

PRINT NAME: _____

ADDRESS: _____

SIGNATURE OF NOTARY

State of _____

County _____

Sworn to and signed by _____ [Name of Principal/Representative] this
_____ month _____ day of 20____.

(Signature of notary public)

My commission expires _____

IMPORTANT INFORMATION FOR ATTORNEY(S) IN FACT

Attorney-in-Fact'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 attorney-in-fact whenever you act for the principal by writing or printing the name of the principal and signing your own name as "attorney-in-fact" in the following manner:



_____ (Principal's Name) by _____ (Your Signature) as Attorney-in-fact

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 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 Attorney-in-Facts 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 Attorney-in-Fact

The meaning of the authority granted to you is defined in the Uniform Durable Power of Attorney Act, Michigan Compiled Laws, Section 700.5501. If you violate the Uniform Durable Power of Attorney Act, Michigan Compiled Laws, Section 700.5501, 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.

ATTORNEY(S)-IN-FACT'S ACKNOWLEDGEMENT OF RESPONSIBILITIES

I, _____ [Name of Attorney-in-fact], have been appointed as attorney-in-fact for _____ [Name of Principal], the principal, under a power of attorney dated _____.

By signing this document, I acknowledge that if and when I act as attorney-in-fact, all of the following apply:

- (1) Except as provided in the durable power of attorney, I must act in accordance with the standards of care applicable to fiduciaries acting under durable powers of attorney.
- (2) I must take reasonable steps to follow the instructions of the principal.
- (3) Upon request of the principal, I must keep the principal informed of my actions. I must provide an accounting to the principal upon request of the principal, to a guardian or conservator appointed on behalf of the principal upon the request of that guardian or conservator, or pursuant to judicial order.
- (4) I cannot make a gift from the principal's property, unless provided for in the durable power of attorney or by judicial order.



(5) Unless provided in the durable power of attorney or by judicial order, I, while acting as attorney-in-fact, cannot create an account or other asset in joint tenancy between the principal and me.

(6) I must maintain records of my transactions as attorney-in-fact, including receipts, disbursements, and investments.

(7) I may be liable for any damage or loss to the principal, and may be subject to any other available remedy, for breach of fiduciary duty owed to the principal. In the durable power of attorney, the principal may exonerate me of any liability to the principal for breach of fiduciary duty except for actions committed by me in bad faith or with reckless indifference. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary or confidential relationship to the principal.

(8) I may be subject to civil or criminal penalties if I violate my duties to the principal.

(If applicable)

I, _____ [Name of Co-Attorney-in-fact], have been appointed as attorney-in-fact for _____ [Name of Principal], the principal, under a power of attorney dated _____.

By signing this document, I acknowledge that if and when I act as attorney-in-fact, all of the following apply:

(1) Except as provided in the durable power of attorney, I must act in accordance with the standards of care applicable to fiduciaries acting under durable powers of attorney.

(2) I must take reasonable steps to follow the instructions of the principal.

(3) Upon request of the principal, I must keep the principal informed of my actions. I must provide an accounting to the principal upon request of the principal, to a guardian or conservator appointed on behalf of the principal upon the request of that guardian or conservator, or pursuant to judicial order.

(4) I cannot make a gift from the principal's property, unless provided for in the durable power of attorney or by judicial order.

(5) Unless provided in the durable power of attorney or by judicial order, I, while acting as attorney-in-fact, cannot create an account or other asset in joint tenancy between the principal and me.

(6) I must maintain records of my transactions as attorney-in-fact, including receipts, disbursements, and investments.

(7) I may be liable for any damage or loss to the principal, and may be subject to any other available remedy, for breach of fiduciary duty owed to the principal. In the durable power of attorney, the principal may exonerate me of any liability to the principal for breach of fiduciary duty except for actions committed by me in bad faith or with reckless indifference. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary or confidential relationship to the principal.

(8) I may be subject to civil or criminal penalties if I violate my duties to the principal.

SIGNATURE OF ATTORNEY(S)-IN-FACT

Attorney-in-Fact's Signature: _____ Date: _____

Attorney-in-Fact's Name Printed: _____

Attorney-in-Fact's Address: _____, _____, _____, _____

Attorney-in-Fact's Telephone Number: _____

This document was prepared by: _____

Co-Attorney-in-Fact's Signature: _____ Date: _____

Co-Attorney-in-Fact's Name Printed: _____

Co-Attorney-in-Fact's Address: _____, _____, _____, _____

Co-Attorney-in-Fact's Telephone Number: _____

This document was prepared by: _____



NOTARY PUBLIC

State of _____
County _____

This document was acknowledged before me on _____, by _____
[Name of Attorney-in-fact].

Signature of Notary _____

(Seal, if any)

My commission expires: _____
This document was prepared by: _____

(If applicable)

State of _____
County _____

This document was acknowledged before me on _____, by _____
[Name of Co-attorney-in-fact].

Signature of Notary _____

(Seal, if any)

My commission expires: _____
This document was prepared by: _____

