

# MICHIGAN DURABLE POWER OF ATTORNEY

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I, \_\_\_\_\_, am of sound mind, and I voluntarily make this designation.

I hereby give notice that I have revoked, and do hereby revoke, any previous power of attorney given or empowering another agent 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 I declare that all power and authority granted under said power of attorney is hereby revoked and withdrawn.

I designate \_\_\_\_\_, my (Check one)  spouse  child  friend  
 other: \_\_\_\_\_, living at \_\_\_\_\_ [Address], to  
act for me as my agent, with the powers set forth in this document. If my first choice cannot serve or  
cannot continue to serve, I designate \_\_\_\_\_, my (Check one)  spouse  
 child  friend  other: \_\_\_\_\_, living at \_\_\_\_\_  
[Address] to act for me as my agent. I have discussed this appointment with the individual or individuals I  
have designated.

## EFFECTIVE DATE

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

\_\_\_\_\_ My agent has the powers set forth in this document immediately upon my signing it.

## OR

\_\_\_\_\_ My agent shall only have the powers set forth in this document when it is determined I am  
unable to manage my property and financial affairs effectively. That determination shall be made by my  
attending physician, who shall put it in writing.

## TERMINATION

This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

## POWERS

My agent shall exercise powers in my best interests and for my welfare, as a fiduciary. My agent shall  
have the following powers: (Initial next to the powers you want your agent to have)

\_\_\_\_\_ **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 agent has power to sign a power of attorney  
drafted by the institution, and shall have access to my safe deposit box.

\_\_\_\_\_ **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.

\_\_\_\_\_ **INVESTMENTS** – To invest and reinvest my funds, and to withdraw funds to the extent  
needed to pay for my needs.



\_\_\_\_\_ **RETIREMENT PLAN** – To contribute to, select payment option of, roll-over, and receive benefits of any retirement plan or IRA, except my agent shall not have power to change the beneficiary of any plan or IRA.

\_\_\_\_\_ **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.

\_\_\_\_\_ **INSURANCE** – To purchase, pay premiums and make claims on life, health, automobile and homeowners' insurance, except my agent shall not have the power to cash in or change the beneficiary of any life insurance policy.

\_\_\_\_\_ **REAL ESTATE** – To purchase, sell, lease, repair, improve, mortgage, and make mortgage and utility payments upon real property. A legal description is attached.

\_\_\_\_\_ **PERSONAL PROPERTY** – To hold personal property for safekeeping, and to buy and sell personal property, including motor vehicles.

\_\_\_\_\_ **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.

\_\_\_\_\_ **ESTATE PLAN** – My agent 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 agent has access to my will; in exercising powers, my agent shall take into account my estate plan as known to the agent.

### **SPECIAL INSTRUCTIONS**

On the following lines are any special instructions limiting or extending the powers I give to my agent.

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### **OTHER PROVISIONS**

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

My agent shall not incur any liability to me under this power except for a breach of fiduciary duty.

My agent is entitled to reimbursement for reasonable expenses incurred in exercising powers, and to reasonable compensation for services as agent.

I can amend or revoke this power of attorney through a writing delivered to my agent. 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 AND ACKNOWLEDGMENT OF PRINCIPAL**

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

Your Signature \_\_\_\_\_ Date \_\_\_\_\_

Your Name Printed: \_\_\_\_\_

Your Address: \_\_\_\_\_

Your Telephone Number: \_\_\_\_\_

**STATEMENT AND SIGNATURE OF WITNESSES**

We sign below as witnesses. This declaration was signed in our presence. The declarant appears to be of sound mind, and to be making this designation voluntarily, without duress, fraud, or undue influence. Neither of us is an agent named in this document.

WITNESS: \_\_\_\_\_ (Signature of witness)

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_ (Signature of witness)

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**SIGNATURE OF NOTARY**

Sworn to and signed by \_\_\_\_\_ (Name of Principal)

this \_\_\_\_\_ month \_\_\_\_\_ day of 20\_\_\_\_\_.

\_\_\_\_\_ (Signature of notary public)

County \_\_\_\_\_

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:

\_\_\_\_\_ (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 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 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.



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

State of Michigan  
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)

**SIGNATURE AND ACKNOWLEDGMENT AGENT**

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

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

