

# MARYLAND LIMITED (SPECIAL) POWER OF ATTORNEY

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## PLEASE READ CAREFULLY

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). This power of attorney gives your agent the right to make limited decisions for you. You should very carefully weigh your decision as to what powers you give your agent. 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.

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.

Your agent is not entitled to compensation unless you indicate otherwise in the special instructions of this power of attorney. If you indicate that your agent is to receive compensation, your agent is entitled to reasonable compensation or compensation as specified in the Special Instructions.

This form provides for designation of one agent. If you wish to name more than one agent you may name a coagent in the Special Instructions. Coagents are required to act together unanimously unless you specify otherwise in the Special Instructions.

If your agent is unavailable 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 in the Special Instructions.

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

This section of the form provides for designation of one agent.

If you wish to name coagents, skip this section and use the next section ("Designation of Coagents").

I, \_\_\_\_\_ (Name of Principal), name the following person as my agent:

Name of Agent: \_\_\_\_\_

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

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

### DESIGNATION OF COAGENTS (OPTIONAL)

This section of the form provides for designation of two or more coagents. Coagents are required to act together unanimously unless you otherwise provide in this form.

I, \_\_\_\_\_ [Name of Principal], name the following persons as coagents:

Name of Coagent: \_\_\_\_\_

Coagent's Address: \_\_\_\_\_

Coagent's Telephone Number: \_\_\_\_\_

Name of Coagent: \_\_\_\_\_

Coagent's Address: \_\_\_\_\_

Coagent's Telephone Number: \_\_\_\_\_

Special Instructions Regarding Coagents: \_\_\_\_\_

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**DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)**

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

Name of Successor Agent: \_\_\_\_\_

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

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

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: \_\_\_\_\_

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

**GRANT OF AUTHORITY**

I ("the principal") grant my agent and any successor agent, with respect to the powers below, the authority to do all acts that I could do to:

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**LIMITATION ON AGENT'S AUTHORITY**

An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.



**SPECIAL INSTRUCTIONS (OPTIONAL)**

You may give special instructions on the following lines:

\_\_\_\_\_

**EFFECTIVE DATE**

Unless I have stated otherwise in the Special Instructions, this power of attorney is effective: (Check one)

- Immediately
- Upon my subsequent disability or incapacity
- On \_\_\_\_\_, 20\_\_\_\_\_
- Other: \_\_\_\_\_

**TERMINATION DATE**

(OPTIONAL) This power of attorney shall terminate on \_\_\_\_\_, 20\_\_\_\_\_. (Use a specific calendar date)

Durability (Check one and cross out the other)

- DURABLE Power of Attorney. This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.
- REGULAR Power of Attorney. This power of attorney shall terminate if I become disabled or incapacitated.

**NOMINATION OF GUARDIAN (OPTIONAL)**

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

Name of Nominee for guardian of my property: \_\_\_\_\_

Nominee's Address: \_\_\_\_\_

Nominee's Telephone Number: \_\_\_\_\_

Name of Nominee for guardian of my person: \_\_\_\_\_



Nominee's Address: \_\_\_\_\_

Nominee's Telephone Number: \_\_\_\_\_

**SIGNATURE AND ACKNOWLEDGMENT**

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

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

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

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

STATE OF MARYLAND

COUNTY OF \_\_\_\_\_

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

(Seal, if any)

\_\_\_\_\_

Signature of Notary

My commission expires:



**WITNESS ATTESTATION**

The foregoing power of attorney was, on the date written above, published and declared by \_\_\_\_\_ [Name of Principal] in our presence to be his/her power of attorney. We, in his/her presence and at his/her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Witness #1 Name Printed

\_\_\_\_\_  
Witness #1 Address

\_\_\_\_\_  
Witness #1 Telephone Number

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Name Printed

\_\_\_\_\_  
Witness #2 Address

\_\_\_\_\_  
Witness #2 Telephone Number

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



## 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 on 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 with care, competence, and diligence for the best interest of the principal;
- (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) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (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 or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (5) 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 Maryland Power of Attorney Act, Title 17 of the Estates and Trusts Article. If you violate the Maryland Power of Attorney Act, Title 17 of the Estates and Trusts Article, 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 Maryland

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 OF 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: \_\_\_\_\_

