

# TENNESSEE

# SPRINGING POWER OF ATTORNEY

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

I, \_\_\_\_\_, the undersigned, being a resident of \_\_\_\_\_ County, Tennessee, hereby appoint \_\_\_\_\_, to be my attorney-in-fact to act in my name in any way for which I could act for myself with respect to the following matters as each of them is defined in Tennessee Code Annotated §34-6-101, et seq.

(Check if applicable. Strike out if not.)

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 I declare that all power and authority granted under said power of attorney is hereby revoked and withdrawn.

**This Power of Attorney is limited in nature and only grants such powers upon the happening of a specified event.**

1. Temporary authority regarding these matters is being given to the designated attorney in fact ONLY upon the occurrence of **(check at least one)**:

- the signing of this Power of Attorney
- my subsequent disability or incapacity
- the date \_\_\_\_\_, 20\_\_\_\_\_
- Incarceration of the principal
- the detention or removal or deportation of the principal
- other: \_\_\_\_\_

2. Temporary authority is limited in nature solely to the areas I have designated below.  
(Initial all that apply)

- (1) \_\_\_\_\_ Real Property and Lease Transactions
- (2) \_\_\_\_\_ Personal Property Transactions
- (3) \_\_\_\_\_ Banking and Financial Transactions
- (4) \_\_\_\_\_ Estate Transactions
- (5) \_\_\_\_\_ Contractual Agreements
- (6) \_\_\_\_\_ Insurance Transactions
- (7) \_\_\_\_\_ Medical Matters
- (8) \_\_\_\_\_ Legal Matters
- (9) \_\_\_\_\_ Social Security Matters
- (10) \_\_\_\_\_ Tax Matters
- (11) \_\_\_\_\_ Employment of Agents and Service Professionals
- (12) \_\_\_\_\_ Personal Relationship and Affairs



3. The undersigned being first duly sworn says: (Initial all that apply)

\_\_\_\_\_ I also give to such person full power to appoint another to act as my attorney-in-fact and full power to revoke such appointment.

\_\_\_\_\_ The powers herein granted shall be deemed continuing and relate as fully to any property which I may hereafter acquire as to any property which I may now own and may be exercised repeatedly. The powers herein granted shall exist to their full extent in any jurisdiction, including any State of the United States of America and in any foreign country where such powers may be necessary. The powers herein granted shall exist to their full extent regardless of my whereabouts within or without the United States of America.

Durability (Initial one and strike out the other)

\_\_\_\_\_ DURABLE Power of Attorney. This power of attorney shall not be affected by subsequent disability or incapacity of the principal.

\_\_\_\_\_ REGULAR Power of Attorney. This power of attorney shall terminate if the principal becomes disabled or incapacitated.

**SIGNATURE AND ACKNOWLEDGMENT OF PRINCIPAL**

I declare under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

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

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

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

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



STATE OF TENNESSEE )

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

\_\_\_\_\_ Date: \_\_\_\_\_  
Principal

The Principal, \_\_\_\_\_, personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

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 Tennessee Code Annotated, Title 34, Chapter 6. If you violate the Tennessee Code Annotated, Title 34, Chapter 6, 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 Tennessee  
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: \_\_\_\_\_

