

MICHIGAN DURABLE POWER OF ATTORNEY

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 I declare that all power and authority granted under said power of attorney is hereby revoked and withdrawn.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

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/ATTORNEY IN FACT

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.



ATTORNEY-IN-FACT'S ACKNOWLEDGEMENT OF RESPONSIBILITIES

State of Michigan
County of _____

I, _____ (Name of Attorney-in-Fact), have been appointed as attorney-in-fact for
_____ (Name of Principal), the principal, under a durable 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:

- (a) 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.
- (b) I must take reasonable steps to follow the instructions of the principal.
- (c) 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.
- (d) I cannot make a gift from the principal's property, unless provided for in the durable power of attorney or by judicial order.
- (e) 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.
- (f) I must maintain records of my transactions as attorney-in-fact, including receipts, disbursements, and investments.
- (g) 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.
- (h) I may be subject to civil or criminal penalties if I violate my duties to the principal.

SIGNATURE OF ATTORNEY-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 acknowledged before me on
_____ (Date), by _____ (Name of Attorney-in-Fact).



Signature of Notary _____

(Seal, if any)

My commission expires: _____

This document prepared by: _____

