

HOUSE BILL No. 2719

By Committee on Judiciary

2-14

1 AN ACT enacting the uniform power of attorney act.

2

3 *Be it enacted by the Legislature of the State of Kansas:*

4 Section 1. Sections 1 through 46, and amendments thereto, shall be
5 known and may be cited as the uniform power of attorney act.

6

Sec. 2. As used in the uniform power of attorney act:

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(1) "Agent" means a person granted authority to act for a principal
8 under a power of attorney, whether denominated an agent, attorney-in-fact,
9 or otherwise. The term includes an original agent, coagent, successor agent
10 and a person to which an agent's authority is delegated.

11

(2) "Durable," with respect to a power of attorney, means not
12 terminated by the principal's incapacity.

13

(3) "Electronic" means relating to technology having electrical,
14 digital, magnetic, wireless, optical, electromagnetic or similar capabilities.

15

(4) "Good faith" means honesty in fact.

16

(5) "Incapacity" means inability of an individual to manage property
17 or business affairs because the individual:

18

(A) Has an impairment in the ability to receive and evaluate
19 information or make or communicate decisions even with the use of
20 technological assistance; or

21

(B) is:

22

(i) Missing;

23

(ii) detained, including incarcerated in a penal system; or

24

(iii) outside the United States and unable to return.

25

(6) "Person" means an individual, corporation, business trust, estate,
26 trust, partnership, limited liability company, association, joint venture,
27 public corporation, government or governmental subdivision, agency, or
28 instrumentality, or any other legal or commercial entity.

29

(7) "Power of attorney" means a writing or other record that grants
30 authority to an agent to act in the place of the principal, whether or not the
31 term power of attorney is used.

32

(8) "Presently exercisable general power of appointment," with
33 respect to property or a property interest subject to a power of
34 appointment, means power exercisable at the time in question to vest
35 absolute ownership in the principal individually, the principal's estate, the
36 principal's creditors, or the creditors of the principal's estate. The term

1 includes a power of appointment not exercisable until the occurrence of a
2 specified event, the satisfaction of an ascertainable standard, or the
3 passage of a specified period only after the occurrence of the specified
4 event, the satisfaction of the ascertainable standard, or the passage of the
5 specified period. The term does not include a power exercisable in a
6 fiduciary capacity or only by will.

7 (9) "Principal" means an individual who grants authority to an agent
8 in a power of attorney.

9 (10) "Property" means anything that may be the subject of ownership,
10 whether real or personal, or legal or equitable, or any interest or right
11 therein.

12 (11) "Record" means information that is inscribed on a tangible
13 medium or that is stored in an electronic or other medium and is
14 retrievable in perceivable form.

15 (12) "Sign" means, with present intent to authenticate or adopt a
16 record:

17 (A) To execute or adopt a tangible symbol; or

18 (B) to attach to or logically associate with the record an electronic
19 sound, symbol, or process.

20 (13) "State" means a state of the United States, the District of
21 Columbia, Puerto Rico, the United States Virgin Islands, or any territory or
22 insular possession subject to the jurisdiction of the United States.

23 (14) "Stocks and bonds" means stocks, bonds, mutual funds, and all
24 other types of securities and financial instruments, whether held directly,
25 indirectly, or in any other manner. The term does not include commodity
26 futures contracts and call or put options on stocks or stock indexes.

27 Sec. 3. The uniform power of attorney act applies to all powers of
28 attorney except:

29 (1) A power to the extent it is coupled with an interest in the subject
30 of the power, including a power given to or for the benefit of a creditor in
31 connection with a credit transaction;

32 (2) a power to make health-care decisions;

33 (3) a proxy or other delegation to exercise voting rights or
34 management rights with respect to an entity; and

35 (4) a power created on a form prescribed by a government or
36 governmental subdivision, agency, or instrumentality for a governmental
37 purpose.

38 Sec. 4. A power of attorney created under the uniform power of
39 attorney act is durable unless it expressly provides that it is terminated by
40 the incapacity of the principal.

41 Sec. 5. A power of attorney must be signed by the principal or in the
42 principal's conscious presence by another individual directed by the
43 principal to sign the principal's name on the power of attorney. A signature

1 on a power of attorney is presumed to be genuine if the principal
2 acknowledges the signature before a notary public or other individual
3 authorized by law to take acknowledgments.

4 Sec. 6. (a) A power of attorney executed in this state on or after July
5 1, 2014, is valid if its execution complies with section 5, and amendments
6 thereto.

7 (b) A power of attorney executed in this state before July 1, 2014, is
8 valid if its execution complied with the law of this state as it existed at the
9 time of execution.

10 (c) A power of attorney executed other than in this state is valid in
11 this state if, when the power of attorney was executed, the execution
12 complied with:

13 (1) The law of the jurisdiction that determines the meaning and effect
14 of the power of attorney pursuant to section 7, and amendments thereto; or

15 (2) the requirements for a military power of attorney pursuant to 10
16 U.S.C. § 1044b.

17 (d) Except as otherwise provided by statute, a photocopy or
18 electronically transmitted copy of an original power of attorney has the
19 same effect as the original.

20 Sec. 7. The meaning and effect of a power of attorney is determined
21 by the law of the jurisdiction indicated in the power of attorney and, in the
22 absence of an indication of jurisdiction, by the law of the jurisdiction in
23 which the power of attorney was executed.

24 Sec. 8. (a) In a power of attorney, a principal may nominate a
25 [conservator or guardian] of the principal's estate or [guardian] of the
26 principal's person for consideration by the court if protective proceedings
27 for the principal's estate or person are begun after the principal executes
28 the power of attorney. [Except for good cause shown or disqualification,
29 the court shall make its appointment in accordance with the principal's
30 most recent nomination.]

31 (b) If, after a principal executes a power of attorney, a court appoints
32 a [conservator or guardian] of the principal's estate or other fiduciary
33 charged with the management of some or all of the principal's property, the
34 agent is accountable to the fiduciary as well as to the principal. [The power
35 of attorney is not terminated and the agent's authority continues unless
36 limited, suspended, or terminated by the court.]

37 Sec. 9. (a) A power of attorney is effective when executed unless the
38 principal provides in the power of attorney that it becomes effective at a
39 future date or upon the occurrence of a future event or contingency.

40 (b) If a power of attorney becomes effective upon the occurrence of a
41 future event or contingency, the principal, in the power of attorney, may
42 authorize one or more persons to determine in a writing or other record
43 that the event or contingency has occurred.

1 (c) If a power of attorney becomes effective upon the principal's
2 incapacity and the principal has not authorized a person to determine
3 whether the principal is incapacitated, or the person authorized is unable or
4 unwilling to make the determination, the power of attorney becomes
5 effective upon a determination in a writing or other record by:

6 (1) A physician [or licensed psychologist] that the principal is
7 incapacitated within the meaning of section 2, and amendments thereto; or

8 (2) an attorney at law, a judge, or an appropriate governmental
9 official that the principal is incapacitated within the meaning of section 2,
10 and amendments thereto.

11 (d) A person authorized by the principal in the power of attorney to
12 determine that the principal is incapacitated may act as the principal's
13 personal representative pursuant to the health insurance portability and
14 accountability act, sections 1171 through 1179 of the social security act, 42
15 U.S.C. § 1320d, and applicable regulations, to obtain access to the
16 principal's health-care information and communicate with the principal's
17 healthcare provider.

18 Sec. 10. (a) A power of attorney terminates when:

19 (1) The principal dies;

20 (2) the principal becomes incapacitated, if the power of attorney is
21 not durable;

22 (3) the principal revokes the power of attorney;

23 (4) the power of attorney provides that it terminates;

24 (5) the purpose of the power of attorney is accomplished; or

25 (6) the principal revokes the agent's authority or the agent dies,
26 becomes incapacitated, or resigns, and the power of attorney does not
27 provide for another agent to act under the power of attorney.

28 (b) An agent's authority terminates when:

29 (1) The principal revokes the authority;

30 (2) the agent dies, becomes incapacitated, or resigns;

31 (3) an action is filed for the [dissolution] or annulment of the agent's
32 marriage to the principal or their legal separation, unless the power of
33 attorney otherwise provides; or

34 (4) the power of attorney terminates.

35 (c) Unless the power of attorney otherwise provides, an agent's
36 authority is exercisable until the authority terminates under subsection (b),
37 notwithstanding a lapse of time since the execution of the power of
38 attorney.

39 (d) Termination of an agent's authority or of a power of attorney is
40 not effective as to the agent or another person that, without actual
41 knowledge of the termination, acts in good faith under the power of
42 attorney. An act so performed, unless otherwise invalid or unenforceable,
43 binds the principal and the principal's successors in interest.

1 (e) Incapacity of the principal of a power of attorney that is not
2 durable does not revoke or terminate the power of attorney as to an agent
3 or other person that, without actual knowledge of the incapacity, acts in
4 good faith under the power of attorney. An act so performed, unless
5 otherwise invalid or unenforceable, binds the principal and the principal's
6 successors in interest.

7 (f) The execution of a power of attorney does not revoke a power of
8 attorney previously executed by the principal unless the subsequent power
9 of attorney provides that the previous power of attorney is revoked or that
10 all other powers of attorney are revoked.

11 Sec. 11. (a) A principal may designate two or more persons to act as
12 coagents. Unless the power of attorney otherwise provides, each coagent
13 may exercise its authority independently.

14 (b) A principal may designate one or more successor agents to act if
15 an agent resigns, dies, becomes incapacitated, is not qualified to serve, or
16 declines to serve. A principal may grant authority to designate one or more
17 successor agents to an agent or other person designated by name, office, or
18 function. Unless the power of attorney otherwise provides, a successor
19 agent:

20 (1) Has the same authority as that granted to the original agent; and

21 (2) may not act until all predecessor agents have resigned, died,
22 become incapacitated, are no longer qualified to serve, or have declined to
23 serve.

24 (c) Except as otherwise provided in the power of attorney and
25 subsection (d), an agent that does not participate in or conceal a breach of
26 fiduciary duty committed by another agent, including a predecessor agent,
27 is not liable for the actions of the other agent.

28 (d) An agent that has actual knowledge of a breach or imminent
29 breach of fiduciary duty by another agent shall notify the principal and, if
30 the principal is incapacitated, take any action reasonably appropriate in the
31 circumstances to safeguard the principal's best interest. An agent that fails
32 to notify the principal or take action as required by this subsection is liable
33 for the reasonably foreseeable damages that could have been avoided if the
34 agent had notified the principal or taken such action.

35 Sec. 12. Unless the power of attorney otherwise provides, an agent is
36 entitled to reimbursement of expenses reasonably incurred on behalf of the
37 principal and to compensation that is reasonable under the circumstances.

38 Sec. 13. Except as otherwise provided in the power of attorney, a
39 person accepts appointment as an agent under a power of attorney by
40 exercising authority or performing duties as an agent or by any other
41 assertion or conduct indicating acceptance.

42 Sec. 14. (a) Notwithstanding provisions in the power of attorney, an
43 agent that has accepted appointment shall:

1 (1) Act in accordance with the principal's reasonable expectations to
2 the extent actually known by the agent and, otherwise, in the principal's
3 best interest;

4 (2) act in good faith; and

5 (3) act only within the scope of authority granted in the power of
6 attorney.

7 (b) Except as otherwise provided in the power of attorney, an agent
8 that has accepted appointment shall:

9 (1) Act loyally for the principal's benefit;

10 (2) act so as not to create a conflict of interest that impairs the agent's
11 ability to act impartially in the principal's best interest;

12 (3) act with the care, competence, and diligence ordinarily exercised
13 by agents in similar circumstances;

14 (4) keep a record of all receipts, disbursements, and transactions
15 made on behalf of the principal;

16 (5) cooperate with a person that has authority to make health-care
17 decisions for the principal to carry out the principal's reasonable
18 expectations to the extent actually known by the agent and, otherwise, act
19 in the principal's best interest; and

20 (6) attempt to preserve the principal's estate plan, to the extent
21 actually known by the agent, if preserving the plan is consistent with the
22 principal's best interest based on all relevant factors, including:

23 (A) The value and nature of the principal's property;

24 (B) the principal's foreseeable obligations and need for maintenance;

25 (C) minimization of taxes, including income, estate, inheritance,
26 generation-skipping transfer, and gift taxes; and

27 (D) eligibility for a benefit, a program, or assistance under a statute or
28 regulation.

29 (c) An agent that acts in good faith is not liable to any beneficiary of
30 the principal's estate plan for failure to preserve the plan.

31 (d) An agent that acts with care, competence, and diligence for the
32 best interest of the principal is not liable solely because the agent also
33 benefits from the act or has an individual or conflicting interest in relation
34 to the property or affairs of the principal.

35 (e) If an agent is selected by the principal because of special skills or
36 expertise possessed by the agent or in reliance on the agent's representation
37 that the agent has special skills or expertise, the special skills or expertise
38 must be considered in determining whether the agent has acted with care,
39 competence, and diligence under the circumstances.

40 (f) Absent a breach of duty to the principal, an agent is not liable if
41 the value of the principal's property declines.

42 (g) An agent that exercises authority to delegate to another person the
43 authority granted by the principal or that engages another person on behalf

1 of the principal is not liable for an act, error of judgment, or default of that
2 person if the agent exercises care, competence, and diligence in selecting
3 and monitoring the person.

4 (h) Except as otherwise provided in the power of attorney, an agent is
5 not required to disclose receipts, disbursements, or transactions conducted
6 on behalf of the principal unless ordered by a court or requested by the
7 principal, a guardian, a conservator, another fiduciary acting for the
8 principal, a governmental agency having authority to protect the welfare of
9 the principal, or, upon the death of the principal, by the personal
10 representative or successor in interest of the principal's estate. If so
11 requested, within 30 days the agent shall comply with the request or
12 provide a writing or other record substantiating why additional time is
13 needed and shall comply with the request within an additional 30 days.

14 Sec. 15. A provision in a power of attorney relieving an agent of
15 liability for breach of duty is binding on the principal and the principal's
16 successors in interest except to the extent the provision:

17 (1) Relieves the agent of liability for breach of duty committed
18 dishonestly, with an improper motive, or with reckless indifference to the
19 purposes of the power of attorney or the best interest of the principal; or

20 (2) was inserted as a result of an abuse of a confidential or fiduciary
21 relationship with the principal.

22 Sec. 16. (a) The following persons may petition a court to construe a
23 power of attorney or review the agent's conduct, and grant appropriate
24 relief:

25 (1) The principal or the agent;

26 (2) a guardian, conservator, or other fiduciary acting for the principal;

27 (3) a person authorized to make health-care decisions for the
28 principal;

29 (4) the principal's spouse, parent, or descendant;

30 (5) an individual who would qualify as a presumptive heir of the
31 principal;

32 (6) a person named as a beneficiary to receive any property, benefit or
33 contractual right on the principal's death or as a beneficiary of a trust
34 created by or for the principal that has a financial interest in the principal's
35 estate;

36 (7) a governmental agency having regulatory authority to protect the
37 welfare of the principal;

38 (8) the principal's caregiver or another person that demonstrates
39 sufficient interest in the principal's welfare; and

40 (9) a person asked to accept the power of attorney.

41 (b) Upon motion by the principal, the court shall dismiss a petition
42 filed under this section, unless the court finds that the principal lacks
43 capacity to revoke the agent's authority or the power of attorney.

1 Sec. 17. An agent that violates the uniform power of attorney act is
2 liable to the principal or the principal's successors in interest for the
3 amount required to:

4 (1) Restore the value of the principal's property to what it would have
5 been had the violation not occurred; and

6 (2) reimburse the principal or the principal's successors in interest for
7 the attorney fees and costs paid on the agent's behalf.

8 Sec. 18. Unless the power of attorney provides a different method for
9 an agent's resignation, an agent may resign by giving notice to the
10 principal and, if the principal is incapacitated:

11 (1) To the [conservator or guardian], if one has been appointed for the
12 principal, and a coagent or successor agent; or

13 (2) if there is no person described in subsection (1), to:

14 (A) the principal's caregiver;

15 (B) another person reasonably believed by the agent to have sufficient
16 interest in the principal's welfare; or

17 (C) a governmental agency having authority to protect the welfare of
18 the principal.

19 Sec. 19. (a) For purposes of this section and section 20, and
20 amendments thereto, "acknowledged" means purportedly verified before a
21 notary public or other individual authorized to take acknowledgements.

22 (b) A person that in good faith accepts an acknowledged power of
23 attorney without actual knowledge that the signature is not genuine may
24 rely upon the presumption under section 5, and amendments thereto, that
25 the signature is genuine.

26 (c) A person that in good faith accepts an acknowledged power of
27 attorney without actual knowledge that the power of attorney is void,
28 invalid, or terminated, that the purported agent's authority is void, invalid,
29 or terminated, or that the agent is exceeding or improperly exercising the
30 agent's authority may rely upon the power of attorney as if the power of
31 attorney were genuine, valid and still in effect, the agent's authority were
32 genuine, valid and still in effect, and the agent had not exceeded and had
33 properly exercised the authority.

34 (d) A person that is asked to accept an acknowledged power of
35 attorney may request, and rely upon, without further investigation:

36 (1) An agent's certification under penalty of perjury of any factual
37 matter concerning the principal, agent, or power of attorney;

38 (2) an English translation of the power of attorney if the power of
39 attorney contains, in whole or in part, language other than English; and

40 (3) an opinion of counsel as to any matter of law concerning the
41 power of attorney if the person making the request provides in a writing or
42 other record the reason for the request.

43 (e) An English translation or an opinion of counsel requested under

1 this section must be provided at the principal's expense unless the request
2 is made more than seven business days after the power of attorney is
3 presented for acceptance.

4 (f) For purposes of this section and section 20, and amendments
5 thereto, a person that conducts activities through employees is without
6 actual knowledge of a fact relating to a power of attorney, a principal, or
7 an agent if the employee conducting the transaction involving the power of
8 attorney is without actual knowledge of the fact.

9 Sec. 20. (a) Except as otherwise provided in subsection (b):

10 (1) A person shall either accept an acknowledged power of attorney
11 or request a certification, a translation, or an opinion of counsel under
12 section 19, and amendments thereto, no later than seven business days
13 after presentation of the power of attorney for acceptance;

14 (2) if a person requests a certification, a translation, or an opinion of
15 counsel under section 19, and amendments thereto, the person shall accept
16 the power of attorney no later than five business days after receipt of the
17 certification, translation, or opinion of counsel; and

18 (3) a person may not require an additional or different form of power
19 of attorney for authority granted in the power of attorney presented.

20 (b) A person is not required to accept an acknowledged power of
21 attorney if:

22 (1) The person is not otherwise required to engage in a transaction
23 with the principal in the same circumstances;

24 (2) engaging in a transaction with the agent or the principal in the
25 same circumstances would be inconsistent with federal law;

26 (3) the person has actual knowledge of the termination of the agent's
27 authority or of the power of attorney before exercise of the power;

28 (4) a request for a certification, a translation, or an opinion of counsel
29 under section 19, and amendments thereto, is refused;

30 (5) the person in good faith believes that the power is not valid or that
31 the agent does not have the authority to perform the act requested, whether
32 or not a certification, a translation, or an opinion of counsel under section
33 19, and amendments thereto, has been requested or provided; or

34 (6) the person makes, or has actual knowledge that another person
35 has made, a report to the [local adult protective services office] stating a
36 good faith belief that the principal may be subject to physical or financial
37 abuse, neglect, exploitation, or abandonment by the agent or a person
38 acting for or with the agent.

39 (c) A person that refuses in violation of this section to accept an
40 acknowledged power of attorney is subject to:

41 (1) A court order mandating acceptance of the power of attorney; and

42 (2) liability for reasonable attorney fees and costs incurred in any
43 action or proceeding that confirms the validity of the power of attorney or

1 mandates acceptance of the power of attorney.

2 Sec. 21. Unless displaced by a provision of the uniform power of
3 attorney act, the principles of law and equity supplement the uniform
4 power of attorney act.

5 Sec. 22. The uniform power of attorney act does not supersede any
6 other law applicable to financial institutions or other entities, and the other
7 law controls if inconsistent with the uniform power of attorney act.

8 Sec. 23. The remedies under the uniform power of attorney act are
9 not exclusive and do not abrogate any right or remedy under the law of
10 this state other than the uniform power of attorney act.

11 Sec. 24. (a) An agent under a power of attorney may do the following
12 on behalf of the principal or with the principal's property only if the power
13 of attorney expressly grants the agent the authority and exercise of the
14 authority is not otherwise prohibited by another agreement or instrument
15 to which the authority or property is subject:

16 (1) Create, amend, revoke, or terminate an inter vivos trust;
17 (2) make a gift;
18 (3) create or change rights of survivorship;
19 (4) create or change a beneficiary designation;
20 (5) delegate authority granted under the power of attorney;
21 (6) waive the principal's right to be a beneficiary of a joint and
22 survivor annuity, including a survivor benefit under a retirement plan;
23 (7) exercise fiduciary powers that the principal has authority to
24 delegate[; or

25 (8) disclaim property, including a power of appointment].

26 (b) Notwithstanding a grant of authority to do an act described in
27 subsection (a), unless the power of attorney otherwise provides, an agent
28 that is not an ancestor, spouse, or descendant of the principal, may not
29 exercise authority under a power of attorney to create in the agent, or in an
30 individual to whom the agent owes a legal obligation of support, an
31 interest in the principal's property, whether by gift, right of survivorship,
32 beneficiary designation, disclaimer, or otherwise.

33 (c) Subject to subsections (a), (b), (d), and (e), if a power of attorney
34 grants to an agent authority to do all acts that a principal could do, the
35 agent has the general authority described in sections 27 through 39, and
36 amendments thereto.

37 (d) Unless the power of attorney otherwise provides, a grant of
38 authority to make a gift is subject to section 40, and amendments thereto.

39 (e) Subject to subsections (a), (b) and (d), if the subjects over which
40 authority is granted in a power of attorney are similar or overlap, the
41 broadest authority controls.

42 (f) Authority granted in a power of attorney is exercisable with
43 respect to property that the principal has when the power of attorney is

1 executed or acquires later, whether or not the property is located in this
2 state and whether or not the authority is exercised or the power of attorney
3 is executed in this state.

4 (g) An act performed by an agent pursuant to a power of attorney has
5 the same effect and inures to the benefit of and binds the principal and the
6 principal's successors in interest as if the principal had performed the act.

7 Sec. 25. (a) An agent has authority described in this [article] if the
8 power of attorney refers to general authority with respect to the descriptive
9 term for the subjects stated in sections 204 through 217, and amendments
10 thereto, or cites the section in which the authority is described.

11 (b) A reference in a power of attorney to general authority with
12 respect to the descriptive term for a subject in sections 27 through 40, and
13 amendments thereto, or a citation to a section of sections 27 through 40,
14 and amendments thereto, incorporates the entire section as if it were set
15 out in full in the power of attorney.

16 (c) A principal may modify authority incorporated by reference.

17 Sec. 26. Except as otherwise provided in the power of attorney, by
18 executing a power of attorney that incorporates by reference a subject
19 described in sections 27 through 40, and amendments thereto, or that
20 grants to an agent authority to do all acts that a principal could do pursuant
21 to section 24, and amendments thereto, a principal authorizes the agent,
22 with respect to that subject, to:

23 (1) Demand, receive, and obtain by litigation or otherwise, money or
24 another thing of value to which the principal is, may become, or claims to
25 be entitled, and conserve, invest, disburse or use anything so received or
26 obtained for the purposes intended;

27 (2) contract in any manner with any person, on terms agreeable to the
28 agent, to accomplish a purpose of a transaction and perform, rescind,
29 cancel, terminate, reform, restate, release or modify the contract or another
30 contract made by or on behalf of the principal;

31 (3) execute, acknowledge, seal, deliver, file, or record any instrument
32 or communication the agent considers desirable to accomplish a purpose
33 of a transaction, including creating at any time a schedule listing some or
34 all of the principal's property and attaching it to the power of attorney;

35 (4) initiate, participate in, submit to alternative dispute resolution,
36 settle, oppose, or propose or accept a compromise with respect to a claim
37 existing in favor of or against the principal or intervene in litigation
38 relating to the claim;

39 (5) seek on the principal's behalf the assistance of a court or other
40 governmental agency to carry out an act authorized in the power of
41 attorney;

42 (6) engage, compensate, and discharge an attorney, accountant,
43 discretionary investment manager, expert witness, or other advisor;

1 (7) prepare, execute, and file a record, report, or other document to
2 safeguard or promote the principal's interest under a statute or regulation;

3 (8) communicate with any representative or employee of a
4 government or governmental subdivision, agency, or instrumentality, on
5 behalf of the principal;

6 (9) access communications intended for, and communicate on behalf
7 of the principal, whether by mail, electronic transmission, telephone, or
8 other means; and

9 (10) do any lawful act with respect to the subject and all property
10 related to the subject.

11 Sec. 27. Unless the power of attorney otherwise provides, language in
12 a power of attorney granting general authority with respect to real property
13 authorizes the agent to:

14 (1) Demand, buy, lease, receive, accept as a gift or as security for an
15 extension of credit, or otherwise acquire or reject an interest in real
16 property or a right incident to real property;

17 (2) sell; exchange; convey with or without covenants, representations,
18 or warranties; quitclaim; release; surrender; retain title for security;
19 encumber; partition; consent to partitioning; subject to an easement or
20 covenant; subdivide; apply for zoning or other governmental permits; plat
21 or consent to platting; develop; grant an option concerning; lease;
22 sublease; contribute to an entity in exchange for an interest in that entity;
23 or otherwise grant or dispose of an interest in real property or a right
24 incident to real property;

25 (3) pledge or mortgage an interest in real property or right incident to
26 real property as security to borrow money or pay, renew, or extend the
27 time of payment of a debt of the principal or a debt guaranteed by the
28 principal;

29 (4) release, assign, satisfy, or enforce by litigation or otherwise a
30 mortgage, deed of trust, conditional sale contract, encumbrance, lien, or
31 other claim to real property which exists or is asserted;

32 (5) manage or conserve an interest in real property or a right incident
33 to real property owned or claimed to be owned by the principal, including:

34 (A) Insuring against liability or casualty or other loss;

35 (B) obtaining or regaining possession of or protecting the interest or
36 right by litigation or otherwise;

37 (C) paying, assessing, compromising, or contesting taxes or
38 assessments or applying for and receiving refunds in connection with
39 them; and

40 (D) purchasing supplies, hiring assistance or labor, and making
41 repairs or alterations to the real property;

42 (6) use, develop, alter, replace, remove, erect, or install structures or
43 other improvements upon real property in or incident to which the

1 principal has, or claims to have, an interest or right;

2 (7) participate in a reorganization with respect to real property or an
3 entity that owns an interest in or right incident to real property and receive,
4 and hold, and act with respect to stocks and bonds or other property
5 received in a plan of reorganization, including:

6 (A) Selling or otherwise disposing of them;

7 (B) exercising or selling an option, right of conversion, or similar
8 right with respect to them; and

9 (C) exercising any voting rights in person or by proxy;

10 (8) change the form of title of an interest in or right incident to real
11 property; and

12 (9) dedicate to public use, with or without consideration, easements
13 or other real property in which the principal has, or claims to have, an
14 interest.

15 Sec. 28. Unless the power of attorney otherwise provides, language in
16 a power of attorney granting general authority with respect to tangible
17 personal property authorizes the agent to:

18 (1) Demand, buy, receive, accept as a gift or as security for an
19 extension of credit, or otherwise acquire or reject ownership or possession
20 of tangible personal property or an interest in tangible personal property;

21 (2) sell; exchange; convey with or without covenants, representations,
22 or warranties; quitclaim; release; surrender; create a security interest in;
23 grant options concerning; lease; sublease; or, otherwise dispose of tangible
24 personal property or an interest in tangible personal property;

25 (3) grant a security interest in tangible personal property or an interest
26 in tangible personal property as security to borrow money or pay, renew, or
27 extend the time of payment of a debt of the principal or a debt guaranteed
28 by the principal;

29 (4) release, assign, satisfy, or enforce by litigation or otherwise, a
30 security interest, lien, or other claim on behalf of the principal, with
31 respect to tangible personal property or an interest in tangible personal
32 property;

33 (5) manage or conserve tangible personal property or an interest in
34 tangible personal property on behalf of the principal, including:

35 (A) Insuring against liability or casualty or other loss;

36 (B) obtaining or regaining possession of or protecting the property or
37 interest, by litigation or otherwise;

38 (C) paying, assessing, compromising, or contesting taxes or
39 assessments or applying for and receiving refunds in connection with taxes
40 or assessments;

41 (D) moving the property from place to place;

42 (E) storing the property for hire or on a gratuitous bailment; and

43 (F) using and making repairs, alterations, or improvements to the

1 property; and

2 (6) change the form of title of an interest in tangible personal
3 property.

4 Sec. 29. Unless the power of attorney otherwise provides, language in
5 a power of attorney granting general authority with respect to stocks and
6 bonds authorizes the agent to:

7 (1) Buy, sell, and exchange stocks and bonds;

8 (2) establish, continue, modify, or terminate an account with respect
9 to stocks and bonds;

10 (3) pledge stocks and bonds as security to borrow, pay, renew, or
11 extend the time of payment of a debt of the principal;

12 (4) receive certificates and other evidences of ownership with respect
13 to stocks and bonds; and

14 (5) exercise voting rights with respect to stocks and bonds in person
15 or by proxy, enter into voting trusts, and consent to limitations on the right
16 to vote.

17 Sec. 30. Unless the power of attorney otherwise provides, language in
18 a power of attorney granting general authority with respect to commodities
19 and options authorizes the agent to:

20 (1) Buy, sell, exchange, assign, settle, and exercise commodity
21 futures contracts and call or put options on stocks or stock indexes traded
22 on a regulated option exchange; and

23 (2) establish, continue, modify, and terminate option accounts.

24 Sec. 31. Unless the power of attorney otherwise provides, language in
25 a power of attorney granting general authority with respect to banks and
26 other financial institutions authorizes the agent to:

27 (1) Continue, modify, and terminate an account or other banking
28 arrangement made by or on behalf of the principal;

29 (2) establish, modify, and terminate an account or other banking
30 arrangement with a bank, trust company, savings and loan association,
31 credit union, thrift company, brokerage firm, or other financial institution
32 selected by the agent;

33 (3) contract for services available from a financial institution,
34 including renting a safe deposit box or space in a vault;

35 (4) withdraw, by check, order, electronic funds transfer, or otherwise,
36 money or property of the principal deposited with or left in the custody of
37 a financial institution;

38 (5) receive statements of account, vouchers, notices, and similar
39 documents from a financial institution and act with respect to them;

40 (6) enter a safe deposit box or vault and withdraw or add to the
41 contents;

42 (7) borrow money and pledge as security personal property of the
43 principal necessary to borrow money or pay, renew or extend the time of

1 payment of a debt of the principal or a debt guaranteed by the principal;

2 (8) make, assign, draw, endorse, discount, guarantee and negotiate
3 promissory notes, checks, drafts, and other negotiable or nonnegotiable
4 paper of the principal or payable to the principal or the principal's order,
5 transfer money, receive the cash or other proceeds of those transactions,
6 and accept a draft drawn by a person upon the principal and pay it when
7 due;

8 (9) receive for the principal and act upon a sight draft, warehouse
9 receipt, or other document of title whether tangible or electronic, or other
10 negotiable or nonnegotiable instrument;

11 (10) apply for, receive, and use letters of credit, credit and debit
12 cards, electronic transaction authorizations, and traveler's checks from a
13 financial institution and give an indemnity or other agreement in
14 connection with letters of credit; and

15 (11) consent to an extension of the time of payment with respect to
16 commercial paper or a financial transaction with a financial institution.

17 Sec. 32. Subject to the terms of a document or an agreement
18 governing an entity or an entity ownership interest, and unless the power
19 of attorney otherwise provides, language in a power of attorney granting
20 general authority with respect to operation of an entity or business
21 authorizes the agent to:

22 (1) Operate, buy, sell, enlarge, reduce, or terminate an ownership
23 interest;

24 (2) perform a duty or discharge a liability and exercise in person or
25 by proxy a right, power, privilege, or option that the principal has, may
26 have, or claims to have;

27 (3) enforce the terms of an ownership agreement;

28 (4) initiate, participate in, submit to alternative dispute resolution,
29 settle, oppose, or propose or accept a compromise with respect to litigation
30 to which the principal is a party because of an ownership interest;

31 (5) exercise in person or by proxy, or enforce by litigation or
32 otherwise, a right, power, privilege, or option the principal has or claims to
33 have as the holder of stocks and bonds;

34 (6) initiate, participate in, submit to alternative dispute resolution,
35 settle, oppose, or propose or accept a compromise with respect to litigation
36 to which the principal is a party concerning stocks and bonds;

37 (7) with respect to an entity or business owned solely by the
38 principal:

39 (A) Continue, modify, renegotiate, extend, and terminate a contract
40 made by or on behalf of the principal with respect to the entity or business
41 before execution of the power of attorney;

42 (B) determine:

43 (i) The location of its operation;

- 1 (ii) the nature and extent of its business;
- 2 (iii) the methods of manufacturing, selling, merchandising, financing,
3 accounting, and advertising employed in its operation;
- 4 (iv) the amount and types of insurance carried; and
- 5 (v) the mode of engaging, compensating, and dealing with its
6 employees and accountants, attorneys, or other advisors;
- 7 (C) change the name or form of organization under which the entity
8 or business is operated and enter into an ownership agreement with other
9 persons to take over all or part of the operation of the entity or business;
10 and
- 11 (D) demand and receive money due or claimed by the principal or on
12 the principal's behalf in the operation of the entity or business and control
13 and disburse the money in the operation of the entity or business;
- 14 (8) put additional capital into an entity or business in which the
15 principal has an interest;
- 16 (9) join in a plan of reorganization, consolidation, conversion,
17 domestication, or merger of the entity or business;
- 18 (10) sell or liquidate all or part of an entity or business;
- 19 (11) establish the value of an entity or business under a buy-out
20 agreement to which the principal is a party;
- 21 (12) prepare, sign, file, and deliver reports, compilations of
22 information, returns, or other papers with respect to an entity or business
23 and make related payments; and
- 24 (13) pay, compromise, or contest taxes, assessments, fines, or
25 penalties and perform any other act to protect the principal from illegal or
26 unnecessary taxation, assessments, fines, or penalties, with respect to an
27 entity or business, including attempts to recover, in any manner permitted
28 by law, money paid before or after the execution of the power of attorney.
- 29 Sec. 33. Unless the power of attorney otherwise provides, language in
30 a power of attorney granting general authority with respect to insurance
31 and annuities authorizes the agent to:
 - 32 (1) Continue, pay the premium or make a contribution on, modify,
33 exchange, rescind, release, or terminate a contract procured by or on
34 behalf of the principal which insures or provides an annuity to either the
35 principal or another person, whether or not the principal is a beneficiary
36 under the contract;
 - 37 (2) procure new, different, and additional contracts of insurance and
38 annuities for the principal and the principal's spouse, children, and other
39 dependents, and select the amount, type of insurance or annuity, and mode
40 of payment;
 - 41 (3) pay the premium or make a contribution on, modify, exchange,
42 rescind, release or terminate a contract of insurance or annuity procured by
43 the agent;

- 1 (4) apply for and receive a loan secured by a contract of insurance or
2 annuity;
 - 3 (5) surrender and receive the cash surrender value on a contract of
4 insurance or annuity;
 - 5 (6) exercise an election;
 - 6 (7) exercise investment powers available under a contract of
7 insurance or annuity;
 - 8 (8) change the manner of paying premiums on a contract of insurance
9 or annuity;
 - 10 (9) change or convert the type of insurance or annuity with respect to
11 which the principal has or claims to have authority described in this
12 section;
 - 13 (10) apply for and procure a benefit or assistance under a statute or
14 regulation to guarantee or pay premiums of a contract of insurance on the
15 life of the principal;
 - 16 (11) collect, sell, assign, hypothecate, borrow against, or pledge the
17 interest of the principal in a contract of insurance or annuity;
 - 18 (12) select the form and timing of the payment of proceeds from a
19 contract of insurance or annuity; and
 - 20 (13) pay, from proceeds or otherwise, compromise or contest, and
21 apply for refunds in connection with, a tax or assessment levied by a
22 taxing authority with respect to a contract of insurance or annuity or its
23 proceeds or liability accruing by reason of the tax or assessment.
- 24 Sec. 34. (a) In this section, "estate, trust, or other beneficial interest"
25 means a trust, probate estate, guardianship, conservatorship, escrow or
26 custodianship or a fund from which the principal is, may become, or
27 claims to be, entitled to a share or payment.
- 28 (b) Unless the power of attorney otherwise provides, language in a
29 power of attorney granting general authority with respect to estates, trusts,
30 and other beneficial interests authorizes the agent to:
- 31 (1) Accept, receive, receipt for, sell, assign, pledge, or exchange a
32 share in or payment from an estate, trust, or other beneficial interest;
 - 33 (2) demand or obtain money or another thing of value to which the
34 principal is, may become, or claims to be, entitled by reason of an estate,
35 trust, or other beneficial interest, by litigation or otherwise;
 - 36 (3) exercise for the benefit of the principal a presently exercisable
37 general power of appointment held by the principal;
 - 38 (4) initiate, participate in, submit to alternative dispute resolution,
39 settle, oppose, or propose or accept a compromise with respect to litigation
40 to ascertain the meaning, validity, or effect of a deed, will, declaration of
41 trust, or other instrument or transaction affecting the interest of the
42 principal;
 - 43 (5) initiate, participate in, submit to alternative dispute resolution,

1 settle, oppose, or propose or accept a compromise with respect to litigation
2 to remove, substitute, or surcharge a fiduciary;

3 (6) conserve, invest, disburse, or use anything received for an
4 authorized purpose; [and]

5 (7) transfer an interest of the principal in real property, stocks and
6 bonds, accounts with financial institutions or securities intermediaries,
7 insurance, annuities and other property to the trustee of a revocable trust
8 created by the principal as settlor [; and

9 (8) reject, renounce, disclaim, release, or consent to a reduction in or
10 modification of a share in or payment from an estate, trust, or other
11 beneficial interest].

12 Sec. 35. Unless the power of attorney otherwise provides, language in
13 a power of attorney granting general authority with respect to claims and
14 litigation authorizes the agent to:

15 (1) Assert and maintain before a court or administrative agency a
16 claim, claim for relief, cause of action, counterclaim, offset, recoupment,
17 or defense, including an action to recover property or other thing of value,
18 recover damages sustained by the principal, eliminate or modify tax
19 liability, or seek an injunction, specific performance, or other relief;

20 (2) bring an action to determine adverse claims or intervene or
21 otherwise participate in litigation;

22 (3) seek an attachment, garnishment, order of arrest, or other
23 preliminary, provisional, or intermediate relief and use an available
24 procedure to effect or satisfy a judgment, order or decree;

25 (4) make or accept a tender, offer of judgment, or admission of facts,
26 submit a controversy on an agreed statement of facts, consent to
27 examination, and bind the principal in litigation;

28 (5) submit to alternative dispute resolution, settle, and propose or
29 accept a compromise;

30 (6) waive the issuance and service of process upon the principal,
31 accept service of process, appear for the principal, designate persons upon
32 which process directed to the principal may be served, execute and file or
33 deliver stipulations on the principal's behalf, verify pleadings, seek
34 appellate review, procure and give surety and indemnity bonds, contract
35 and pay for the preparation and printing of records and briefs, receive,
36 execute, and file or deliver a consent, waiver, release, confession of
37 judgment, satisfaction of judgment, notice, agreement or other instrument
38 in connection with the prosecution, settlement, or defense of a claim or
39 litigation;

40 (7) act for the principal with respect to bankruptcy or insolvency,
41 whether voluntary or involuntary, concerning the principal or some other
42 person, or with respect to a reorganization, receivership, or application for
43 the appointment of a receiver or trustee which affects an interest of the

- 1 principal in property or other thing of value;
- 2 (8) pay a judgment, award, or order against the principal or a
3 settlement made in connection with a claim or litigation; and
- 4 (9) receive money or other thing of value paid in settlement of or as
5 proceeds of a claim or litigation.
- 6 Sec. 36. (a) Unless the power of attorney otherwise provides,
7 language in a power of attorney granting general authority with respect to
8 personal and family maintenance authorizes the agent to:
- 9 (1) Perform the acts necessary to maintain the customary standard of
10 living of the principal, the principal's spouse, and the following
11 individuals, whether living when the power of attorney is executed or later
12 born:
- 13 (A) The principal's children;
- 14 (B) other individuals legally entitled to be supported by the principal;
15 and
- 16 (C) the individuals whom the principal has customarily supported or
17 indicated the intent to support;
- 18 (2) make periodic payments of child support and other family
19 maintenance required by a court or governmental agency or an agreement
20 to which the principal is a party;
- 21 (3) provide living quarters for the individuals described in paragraph
22 (1) by:
- 23 (A) Purchase, lease, or other contract; or
- 24 (B) paying the operating costs, including interest, amortization
25 payments, repairs, improvements, and taxes, for premises owned by the
26 principal or occupied by those individuals;
- 27 (4) provide normal domestic help, usual vacations and travel
28 expenses, and funds for shelter, clothing, food, appropriate education,
29 including postsecondary and vocational education, and other current living
30 costs for the individuals described in paragraph (1);
- 31 (5) pay expenses for necessary health care and custodial care on
32 behalf of the individuals described in paragraph (1);
- 33 (6) act as the principal's personal representative pursuant to the health
34 insurance portability and accountability act, sections 1171 through 1179 of
35 the social security act, 42 U.S.C. § 1320d, and applicable regulations, in
36 making decisions related to the past, present, or future payment for the
37 provision of health care consented to by the principal or anyone authorized
38 under the law of this state to consent to health care on behalf of the
39 principal;
- 40 (7) continue any provision made by the principal for automobiles or
41 other means of transportation, including registering, licensing, insuring,
42 and replacing them, for the individuals described in paragraph (1);
- 43 (8) maintain credit and debit accounts for the convenience of the

1 individuals described in paragraph (1) and open new accounts; and

2 (9) continue payments incidental to the membership or affiliation of
3 the principal in a religious institution, club, society, order, or other
4 organization or to continue contributions to those organizations.

5 (b) Authority with respect to personal and family maintenance is
6 neither dependent upon, nor limited by, authority that an agent may or may
7 not have with respect to gifts under this [act].

8 Sec. 37. (a) In this section, "benefits from governmental programs or
9 civil or military service" means any benefit, program or assistance
10 provided under a statute or regulation including social security, medicare
11 and medicaid.

12 (b) Unless the power of attorney otherwise provides, language in a
13 power of attorney granting general authority with respect to benefits from
14 governmental programs or civil or military service authorizes the agent to:

15 (1) Execute vouchers in the name of the principal for allowances and
16 reimbursements payable by the United States or a foreign government or
17 by a state or subdivision of a state to the principal, including allowances
18 and reimbursements for transportation of the individuals described in
19 section 36, and amendments thereto, and for shipment of their household
20 effects;

21 (2) take possession and order the removal and shipment of property
22 of the principal from a post, warehouse, depot, dock, or other place of
23 storage or safekeeping, either governmental or private, and execute and
24 deliver a release, voucher, receipt, bill of lading, shipping ticket,
25 certificate, or other instrument for that purpose;

26 (3) enroll in, apply for, select, reject, change, amend, or discontinue,
27 on the principal's behalf, a benefit or program;

28 (4) prepare, file, and maintain a claim of the principal for a benefit or
29 assistance, financial or otherwise, to which the principal may be entitled
30 under a statute or regulation;

31 (5) initiate, participate in, submit to alternative dispute resolution,
32 settle, oppose, or propose or accept a compromise with respect to litigation
33 concerning any benefit or assistance the principal may be entitled to
34 receive under a statute or regulation; and

35 (6) receive the financial proceeds of a claim described in paragraph
36 (4) and conserve, invest, disburse, or use for a lawful purpose anything so
37 received.

38 Sec. 38. (a) In this section, "retirement plan" means a plan or account
39 created by an employer, the principal, or another individual to provide
40 retirement benefits or deferred compensation of which the principal is a
41 participant, beneficiary, or owner, including a plan or account under the
42 following sections of the internal revenue code:

43 (1) An individual retirement account under internal revenue code

1 section 408, 26 U.S.C. § 408;

2 (2) a roth individual retirement account under internal revenue code
3 section 408A, 26 U.S.C. § 408A;

4 (3) a deemed individual retirement account under internal revenue
5 code section 408(q), 26 U.S.C. § 408(q);

6 (4) an annuity or mutual fund custodial account under internal
7 revenue code section 403(b), 26 U.S.C. § 403(b);

8 (5) a pension, profit-sharing, stock bonus, or other retirement plan
9 qualified under internal revenue code section 401(a), 26 U.S.C. § 401(a);

10 (6) a plan under internal revenue code section 457(b), 26 U.S.C. §
11 457(b); and

12 (7) a nonqualified deferred compensation plan under internal revenue
13 code section 409A, 26 U.S.C. § 409A.

14 (b) Unless the power of attorney otherwise provides, language in a
15 power of attorney granting general authority with respect to retirement
16 plans authorizes the agent to:

17 (1) Select the form and timing of payments under a retirement plan
18 and withdraw benefits from a plan;

19 (2) make a rollover, including a direct trustee-to-trustee rollover, of
20 benefits from one retirement plan to another;

21 (3) establish a retirement plan in the principal's name;

22 (4) make contributions to a retirement plan;

23 (5) exercise investment powers available under a retirement plan; and

24 (6) borrow from, sell assets to, or purchase assets from a retirement
25 plan.

26 Sec. 39. Unless the power of attorney otherwise provides, language in
27 a power of attorney granting general authority with respect to taxes
28 authorizes the agent to:

29 (1) Prepare, sign, and file federal, state, local, and foreign income,
30 gift, payroll, property, federal insurance contributions act, and other tax
31 returns, claims for refunds, requests for extension of time, petitions
32 regarding tax matters, and any other tax-related documents, including
33 receipts, offers, waivers, consents, including consents and agreements
34 under internal revenue code section 2032A, 26 U.S.C. § 2032A, closing
35 agreements, and any power of attorney required by the internal revenue
36 service or other taxing authority with respect to a tax year upon which the
37 statute of limitations has not run and the following 25 tax years;

38 (2) pay taxes due, collect refunds, post bonds, receive confidential
39 information, and contest deficiencies determined by the internal revenue
40 service or other taxing authority;

41 (3) exercise any election available to the principal under federal,
42 state, local, or foreign tax law; and

43 (4) act for the principal in all tax matters for all periods before the

1 internal revenue service, or other taxing authority.

2 Sec. 40. (a) In this section, a gift "for the benefit of" a person includes
3 a gift to a trust, an account under the uniform transfers to minors act, and a
4 tuition savings account or prepaid tuition plan as defined under internal
5 revenue code Section 529, 26 U.S.C. § 529.

6 (b) Unless the power of attorney otherwise provides, language in a
7 power of attorney granting general authority with respect to gifts
8 authorizes the agent only to:

9 (1) Make outright to, or for the benefit of, a person, a gift of any of
10 the principal's property, including by the exercise of a presently
11 exercisable general power of appointment held by the principal, in an
12 amount per donee not to exceed the annual dollar limits of the federal gift
13 tax exclusion under internal revenue code section 2503(b), 26 U.S.C. §
14 2503(b), [as amended,] without regard to whether the federal gift tax
15 exclusion applies to the gift, or if the principal's spouse agrees to consent
16 to a split gift pursuant to internal revenue code section 2513, 26 U.S.C. §
17 2513, in an amount per donee not to exceed twice the annual federal gift
18 tax exclusion limit; and

19 (2) consent, pursuant to internal revenue code section 2513, 26
20 U.S.C. § 2513, [as amended,] to the splitting of a gift made by the
21 principal's spouse in an amount per donee not to exceed the aggregate
22 annual gift tax exclusions for both spouses.

23 (c) An agent may make a gift of the principal's property only as the
24 agent determines is consistent with the principal's objectives if actually
25 known by the agent and, if unknown, as the agent determines is consistent
26 with the principal's best interest based on all relevant factors, including:

27 (1) The value and nature of the principal's property;

28 (2) the principal's foreseeable obligations and need for maintenance;

29 (3) minimization of taxes, including income, estate, inheritance,
30 generation-skipping transfer, and gift taxes;

31 (4) eligibility for a benefit, a program, or assistance under a statute or
32 regulation; and

33 (5) the principal's personal history of making or joining in making
34 gifts.

35 Sec. 41. A document substantially in the following form may be used
36 to create a statutory form power of attorney that has the meaning and
37 effect prescribed by this [act].

38 [INSERT NAME OF JURISDICTION]

39 STATUTORY FORM POWER OF ATTORNEY

40 IMPORTANT INFORMATION

41 This power of attorney authorizes another person (your agent) to make
42 decisions concerning your property for you (the principal). Your agent will
43 be able to make decisions and act with respect to your property (including

1 your money) whether or not you are able to act for yourself. The meaning
2 of authority over subjects listed on this form is explained in the Uniform
3 Power of Attorney Act [insert citation].

4 This power of attorney does not authorize the agent to make health-care
5 decisions for you. You should select someone you trust to serve as your
6 agent. Unless you specify otherwise, generally the agent's authority will
7 continue until you die or revoke the power of attorney or the agent resigns
8 or is unable to act for you.

9 Your agent is entitled to reasonable compensation unless you state
10 otherwise in the Special Instructions.

11 This form provides for designation of one agent. If you wish to name
12 more than one agent you may name a coagent in the Special Instructions.
13 Coagents are not required to act together unless you include that
14 requirement in the Special Instructions.

15 If your agent is unable or unwilling to act for you, your power of
16 attorney will end unless you have named a successor agent. You may also
17 name a second successor agent.

18 This power of attorney becomes effective immediately unless you state
19 otherwise in the Special Instructions.

20 **If you have questions about the power of attorney or the authority**
21 **you are granting to your agent, you should seek legal advice before**
22 **signing this form.**

23 **DESIGNATION OF AGENT**

24 I _____ (Name of Principal) _____ name the following person as
25 my agent:

26 Name of Agent: _____

27 Agent's Address: _____

28 Agent's Telephone Number: _____

29

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

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

33

34 Name of Successor Agent: _____

35 Successor Agent's Address: _____

36 Successor Agent's Telephone Number: _____

37

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

40

41 Name of Second Successor Agent: _____

42 Second Successor Agent's Address: _____

43 Second Successor Agent's Telephone Number: _____

1 **GRANT OF GENERAL AUTHORITY**

2 I grant my agent and any successor agent general authority to act for me
 3 with respect to the following subjects as defined in the Uniform Power of
 4 Attorney Act [insert citation]:

5
 6 (INITIAL each subject you want to include in the agent's general authority.
 7 If you wish to grant general authority over all of the subjects you may
 8 initial "All Preceding Subjects" instead of initialing each subject.)

- 9
 10 Real Property
 11 Tangible Personal Property
 12 Stocks and Bonds
 13 Commodities and Options
 14 Banks and Other Financial Institutions
 15 Operation of Entity or Business
 16 Insurance and Annuities
 17 Estates, Trusts, and Other Beneficial Interests
 18 Claims and Litigation
 19 Personal and Family Maintenance
 20 Benefits from Governmental Programs or Civil or Military Service
 21 Retirement Plans
 22 Taxes
 23 All Preceding Subjects

24
 25 **GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

26 My agent MAY NOT do any of the following specific acts for me
 27 UNLESS I have INITIALED the specific authority listed below:

28
 29 (CAUTION: Granting any of the following will give your agent the
 30 authority to take actions that could significantly reduce your property or
 31 change how your property is distributed at your death. INITIAL ONLY the
 32 specific authority you WANT to give your agent.)

- 33
 34 Create, amend, revoke, or terminate an inter vivos trust
 35 Make a gift, subject to the limitations of the Uniform Power of
 36 Attorney Act [insert citation to section 40, and amendments thereto,
 37 of the act] and any special instructions in this power of attorney
 38 Create or change rights of survivorship
 39 Create or change a beneficiary designation
 40 Authorize another person to exercise the authority granted under this
 41 power of attorney
 42 Waive the principal's right to be a beneficiary of a joint and survivor
 43 annuity, including a survivor benefit under a retirement plan

1 () Exercise fiduciary powers that the principal has authority to delegate
2 [() Disclaim or refuse an interest in property, including a power of
3 appointment]
4

5 **LIMITATION ON AGENT'S AUTHORITY**

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

10
11 **SPECIAL INSTRUCTIONS (OPTIONAL)**

12 You may give special instructions on the following lines:
13

14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____

22 **EFFECTIVE DATE**

23
24 This power of attorney is effective immediately unless I have stated
25 otherwise in the Special Instructions.

26
27 **NOMINATION OF [CONSERVATOR OR GUARDIAN]**
28 **(OPTIONAL)**

29 If it becomes necessary for a court to appoint a [conservator or guardian]
30 of my estate or [guardian] of my person, I nominate the following
31 person(s) for appointment:
32

33 Name of Nominee for [conservator or guardian] of my estate:
34 _____

35 Nominee's Address: _____

36 Nominee's Telephone Number: _____

37
38 Name of Nominee for [guardian] of my person:
39 _____

40 Nominee's Address: _____

41 Nominee's Telephone Number: _____

42
43 **RELIANCE ON THIS POWER OF ATTORNEY**

1 Any person, including my agent, may rely upon the validity of this power
2 of attorney or a copy of it unless that person knows it has terminated or is
3 invalid.

4

5

SIGNATURE AND ACKNOWLEDGMENT

6

7

Your Signature _____ Date

8

9

10

Your Name Printed

11

12

13

Your Address

14

15

16

Your Telephone Number

17

18

19

State of _____

20

[County] of _____

21

22

This document was acknowledged before me on _____ (Date),

23

24

by _____ (Name of Principal).

25

26

(Seal, if any)

27

Signature of Notary

28

My commission expires: _____

29

30

[This document prepared by:

31

32

33

34

IMPORTANT INFORMATION FOR AGENT

35

36

Agent's Duties

37

38

When you accept the authority granted under this power of attorney, a
39 special legal relationship is created between you and the principal. This
40 relationship imposes upon you legal duties that continue until you resign
41 or the power of attorney is terminated or revoked. You must:

42

43

(1) do what you know the principal reasonably expects you to do with

- 1 the principal's property or, if you do not know the principal's
2 expectations, act in the principal's best interest;
- 3 (2) act in good faith;
 - 4 (3) do nothing beyond the authority granted in this power of attorney;
5 and
 - 6 (4) disclose your identity as an agent whenever you act for the principal
7 by writing or printing the name of the principal and signing your
8 own name as "agent" in the following manner:

9
10 _____ (Principal's Name) _____ by _____ (Your Signature) _____ as Agent

11
12 Unless the Special Instructions in this power of attorney state otherwise,
13 you must also:

- 14
15 (1) Act loyally for the principal's benefit;
- 16 (2) avoid conflicts that would impair your ability to act in the principal's
17 best interest;
- 18 (3) act with care, competence, and diligence;
- 19 (4) keep a record of all receipts, disbursements, and transactions made
20 on behalf of the principal;
- 21 (5) cooperate with any person that has authority to make health-care
22 decisions for the principal to do what you know the principal
23 reasonably expects or, if you do not know the principal's
24 expectations, to act in the principal's best interest; and
- 25 (6) attempt to preserve the principal's estate plan if you know the plan
26 and preserving the plan is consistent with the principal's best
27 interest.

28 29 **Termination of Agent's Authority**

30 You must stop acting on behalf of the principal if you learn of any event
31 that terminates this power of attorney or your authority under this power of
32 attorney. Events that terminate a power of attorney or your authority to act
33 under a power of attorney include:

- 34
35 (1) Death of the principal;
 - 36 (2) the principal's revocation of the power of attorney or your authority;
 - 37 (3) the occurrence of a termination event stated in the power of attorney;
 - 38 (4) the purpose of the power of attorney is fully accomplished; or
 - 39 (5) if you are married to the principal, a legal action is filed with a court
40 to end your marriage, or for your legal separation, unless the Special
41 Instructions in this power of attorney state that such an action will
42 not terminate your authority.
- 43

1 **Liability of Agent**

2

3 The meaning of the authority granted to you is defined in the Uniform
4 Power of Attorney Act [insert citation]. If you violate the Uniform Power
5 of Attorney Act [insert citation] or act outside the authority granted, you
6 may be liable for any damages caused by your violation.

7

8 **If there is anything about this document or your duties that you do not**
9 **understand, you should seek legal advice.**

10

11 Sec. 42. The following optional form may be used by an agent to
12 certify facts concerning a power of attorney.

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

15 State of _____
16 [County] of _____

17

18 I, _____(Name of
19 Agent), [certify] under penalty of perjury that _____
20 _____(Name of Principal) granted me authority as an agent or
21 successor agent in a power of attorney dated _____.

22

23 I further [certify] that to my knowledge:

24

25 (1) The Principal is alive and has not revoked the Power of
26 Attorney or my authority to act under the Power of Attorney and the Power
27 of Attorney and my authority to act under the Power of Attorney have not
28 terminated;

29

30 (2) if the Power of Attorney was drafted to become effective
31 upon the happening of an event or contingency, the event or contingency
32 has occurred;

33

34 (3) if I was named as a successor agent, the prior agent is no
35 longer able or willing to
36 serve; and

37

38 (4) _____
39 _____
40 _____

41

(Insert other relevant statements)

42

43

SIGNATURE AND ACKNOWLEDGMENT

1 _____
2 Agent's Signature _____ Date

3
4 _____
5 Agent's Name Printed

6 _____
7 _____
8 Agent's Address

9 _____
10 Agent's Telephone Number

11
12 This document was acknowledged before me on _____ (Date)
13 ,
14 by _____ (Name of Agent)

15 _____
16 _____
17 Signature of Notary _____ (Seal, if any)

18
19 My commission expires: _____
20 [This document prepared by:
21 _____]
22

23 Sec. 43. In applying and construing this uniform act, consideration
24 must be given to the need to promote uniformity of the law with respect to
25 its subject matter among the states that enact it.

26 Sec. 44. This [act] modifies, limits, and supersedes the federal
27 electronic signatures in global and national commerce act, 15 U.S.C. §
28 7001 et seq., but does not modify, limit, or supersede section 101(c) of that
29 act, 15 U.S.C. § 7001(c), or authorize electronic delivery of any of the
30 notices described in section 103(b) of that act, 15 U.S.C. § 7003(b).

31 Sec. 45. Except as otherwise provided in the uniform power of
32 attorney act, on July 1, 2014:

- 33 (1) The uniform power of attorney act applies to a power of attorney
34 created before, on or after July 1, 2014;
- 35 (2) the uniform power of attorney act applies to a judicial proceeding
36 concerning a power of attorney commenced on or after July 1, 2014;
- 37 (3) the uniform power of attorney act applies to a judicial proceeding
38 concerning a power of attorney commenced before July 1, 2014, unless the
39 court finds that application of a provision of the uniform power of attorney
40 act would substantially interfere with the effective conduct of the judicial
41 proceeding or prejudice the rights of a party, in which case that provision
42 does not apply and the superseded law applies; and
- 43 (4) an act done before July 1, 2014, is not affected by the uniform

1 power of attorney act.

2 Sec. 46. This act shall take effect and be in force from and after its

3 publication in the statute book.