

HOUSE BILL No. 4180

January 30, 2007, Introduced by Reps. Wenke, Steil, Byrnes, Gillard, Nitz, Hune, Nofs, Stakoe, Emmons, Rick Jones, Gaffney, Shaffer, Tobocman, Sheltroun and Leland and referred to the Committee on Judiciary.

A bill to make uniform the law relating to the designation of agents to act for principals under powers of attorney; to provide for the powers of designated agents; to provide for an optional form for powers of attorney; to provide remedies; and to repeal acts and parts of acts.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

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ARTICLE 1

GENERAL PROVISIONS AND POWERS

Sec. 101. This act shall be known and may be cited as the "uniform power of attorney act".

Sec. 102. As used in this act:

1 (a) "Agent" means a person granted authority to act for a
2 principal under a power of attorney and includes the original
3 agent and any co-agent or successor agent.

4 (b) "Court" means the family division of circuit court.

5 (c) "Durable," with reference to a power of attorney, means
6 that the agent's authority survives the principal's incapacity or
7 takes effect on the principal's incapacity.

8 (d) "Incapacity" means inability of an individual to manage
9 property or business affairs because of an impairment in the
10 ability to receive and evaluate information or make or
11 communicate decisions even with the use of technological
12 assistance, or because the individual is missing, detained, or
13 outside of and unable to return to the United States.

14 (e) "Person" means an individual, corporation, business
15 trust, estate, trust, partnership, limited liability company,
16 association, joint venture, public corporation, government,
17 governmental subdivision, agency or instrumentality, or any other
18 legal or commercial entity.

19 (f) "Power of attorney" means an instrument in which a
20 principal grants authority to an agent to act as attorney in fact
21 for the principal.

22 (g) "Principal" means an individual who grants authority to
23 an agent in a power of attorney.

24 (h) "Property" means anything that may be the subject of
25 ownership, whether real or personal, legal or equitable, or any
26 interest in such a thing.

27 (i) "Record" means information that is inscribed on a

1 tangible medium or that is stored in an electronic or other
2 medium and is retrievable in perceivable form.

3 (j) "Sign" means to do either of the following with the
4 present intent to authenticate or adopt a record:

5 (i) Execute or adopt a tangible symbol.

6 (ii) Attach to or logically associate with the record an
7 electronic sound, symbol, or process.

8 (k) "State" means a state of the United States, the District
9 of Columbia, Puerto Rico, United States Virgin Islands, or any
10 territory or insular possession subject to the jurisdiction of
11 the United States. State includes an Indian tribe or band
12 recognized by federal law or formally acknowledged by a state.

13 Sec. 103. This act applies to all powers of attorney except:

14 (a) To the extent a power of attorney is coupled with an
15 interest in the subject of the power.

16 (b) A power given to another person to make health care
17 decisions.

18 (c) A proxy given to another person to exercise voting
19 rights.

20 (d) A power given to or for the benefit of a creditor in
21 connection with a credit transaction.

22 (e) A power contained in the governing document of a
23 corporation, partnership, limited liability company, association,
24 or other legal entity by which a director, partner, or member
25 authorizes others to act on behalf of the entity.

26 (f) A power created for a governmental purpose on a form
27 prescribed by a government or governmental subdivision, agency,

1 or other instrumentality.

2 Sec. 104. (1) Subject to subsection (2), an individual has
3 knowledge of a fact involving a power of attorney if 1 or more of
4 the following are true:

5 (a) The individual has actual knowledge of the fact.

6 (b) The individual has received a notice or notification of
7 the fact.

8 (c) From all the facts and circumstances known to the
9 individual at the time in question, he or she has reason to know
10 the fact.

11 (2) An organization has notice or knowledge of a fact
12 involving a power of attorney from the time the fact is brought
13 to the attention of the individual conducting a transaction, or
14 from the time the fact would have been brought to the attention
15 of the individual conducting the transaction if the organization
16 had exercised reasonable diligence. If an organization conducts
17 activities through branch or multiple offices, notice to a branch
18 or office other than the office where the power of attorney is
19 presented is attributable to the individual conducting the
20 transaction not later than 3 business days from the date of
21 notice to the branch or other office.

22 (3) As used in this section:

23 (a) "Organization" means a person that is not an individual.

24 (b) "Reasonable diligence" means the maintenance of and
25 reasonable compliance with reasonable routines for communicating
26 significant information to the individual conducting a
27 transaction. Reasonable diligence does not require an individual

1 acting for the organization to communicate information unless the
2 communication is part of the individual's duties or the
3 individual has reason to know of a transaction and that the
4 transaction would be materially affected by the information.

5 (c) "Transaction" means a transaction that is conducted for
6 the organization and that involves the power of attorney.

7 Sec. 105. (1) A power of attorney is durable unless it
8 expressly provides that it is terminated by the incapacity of the
9 principal.

10 (2) An act performed by an agent under a power of attorney
11 has the same effect and inures to the benefit of and binds the
12 principal and the principal's successors in interest as if the
13 principal had performed the act. Unless the power of attorney
14 provides a time of termination, the authority of an agent is
15 exercisable notwithstanding a lapse of time since the execution
16 of the power of attorney.

17 Sec. 106. For a power of attorney to be effective, the
18 principal must sign the power of attorney or direct another
19 individual to sign on behalf of the principal in the principal's
20 presence. The signature of the other individual is deemed to be
21 the signature of the principal. If the principal acknowledges the
22 principal's signature or the signature of the other individual
23 before a notary public or another individual authorized to take
24 acknowledgments, the signature is presumed to be genuine.

25 Sec. 107. (1) A power of attorney executed in another state
26 or country is valid and enforceable in this state if its creation
27 complied when executed with 1 or more of the following:

1 (a) The law of the state or country in which the power of
2 attorney was executed.

3 (b) The law of this state.

4 (c) The law of the state or country where the principal
5 intended the agent to act on behalf of the principal.

6 (2) A power of attorney executed in this state before the
7 effective date of this act is valid and enforceable in this state
8 if its creation complied with the law of this state as it existed
9 at the time of execution.

10 Sec. 108. If a provision of this act conflicts with the
11 terms of a power of attorney, the terms of the power of attorney
12 control unless the public policy of this state clearly prohibits
13 or restricts what the terms of the power of attorney purport to
14 authorize. This act may not be applied to enlarge the scope of
15 authority granted to an agent in a power of attorney executed in
16 or intended for use in another state or country or executed under
17 preexisting law.

18 Sec. 109. (1) In a power of attorney, a principal may
19 nominate a conservator or guardian of the principal's estate or a
20 guardian of the principal's person for consideration by the court
21 if protective proceedings for the principal's estate or person
22 are later commenced. Except for good cause or disqualification,
23 the court shall make its appointment in accordance with the
24 principal's most recent nomination in a power of attorney.

25 (2) If, after the execution of a power of attorney, a court
26 appoints a conservator or guardian of the principal's estate, or
27 other fiduciary charged with the management of all of the

1 principal's property or all of the property with specified
2 exclusions, the agent is accountable to the conservator,
3 guardian, or other fiduciary as well as to the principal. The
4 agent's authority continues until limited, suspended, or
5 terminated by the court.

6 Sec. 110. (1) An agent's authority under a power of attorney
7 becomes effective when the power of attorney is executed, unless
8 the principal specifies that it is to become effective at a
9 future date or on the occurrence of a future event or
10 contingency.

11 (2) If a power of attorney becomes effective on the
12 occurrence of a future event or contingency, the principal may
13 authorize 1 or more persons to determine conclusively in a
14 writing or other record that the event or contingency has
15 occurred. Other persons may rely on the determination of a person
16 so authorized without liability to the principal or any other
17 person, whether or not the event or contingency actually has
18 occurred.

19 (3) If a power of attorney becomes effective on the
20 principal's incapacity and the principal has not authorized a
21 person to determine that the principal is incapacitated, the
22 power of attorney becomes effective on a determination in a
23 writing or other record by a physician or licensed psychologist
24 that the principal is incapacitated. Other persons may rely on
25 the determination of the physician or licensed psychologist
26 without liability to the principal or to any other person.

27 (4) A person authorized by the principal to determine that

1 the principal is incapacitated may act as the principal's
2 personal representative under sections 1171 through 1179 of the
3 social security act, 42 USC 1320d to 1320d-8, or similar
4 provisions later enacted, and applicable regulations, to obtain
5 access to the principal's health care information and communicate
6 with the principal's health care provider or physician.

7 Sec. 111. (1) Subject to subsections (2) to (4), a power of
8 attorney terminates when 1 of the following occurs:

9 (a) The principal dies.

10 (b) The principal becomes incapacitated, if the power of
11 attorney is not durable.

12 (c) The principal revokes the power of attorney or
13 terminates the agent's authority.

14 (d) The agent dies or is adjudged incapacitated.

15 (e) The agent resigns under section 118.

16 (f) Proceedings are commenced for the legal separation or
17 divorce of the principal and agent or annulment of the principal
18 and agent's marriage.

19 (g) The date arrives on which the power of attorney states
20 that it will terminate.

21 (h) An event that under the power of attorney terminates it.

22 (i) The purpose of the power of attorney is accomplished.

23 (2) Unless a power of attorney otherwise provides, a power
24 of attorney is not terminated by the termination of an agent's
25 authority or the agent's death or resignation if the power of
26 attorney provides for a co-agent or successor agent.

27 (3) Termination of the agent's authority, revocation of the

1 power of attorney by the principal, or death of the principal
2 does not terminate the agency as to an agent or other person
3 that, without knowledge of the termination, revocation, or death,
4 acts in good faith under the power of attorney. An act so
5 performed, unless otherwise invalid or unenforceable, binds the
6 principal and successors in interest of the principal.

7 (4) The incapacity of a principal who has previously
8 executed a power of attorney that is not durable does not revoke
9 or terminate the agency as to an agent or other person that,
10 without knowledge of the incapacity, acts in good faith under the
11 power of attorney. An act so performed, unless otherwise invalid
12 or unenforceable, binds the principal and successors in interest
13 of the principal.

14 Sec. 112. (1) Unless a power of attorney or this section
15 otherwise provides, all of the following apply to a power of
16 attorney:

17 (a) Authority granted to co-agents is exercisable only by
18 their majority consent, or if there are only 2 co-agents, their
19 unanimous consent.

20 (b) If prompt action is required to accomplish a purpose of
21 the power of attorney or to avoid irreparable injury to the
22 principal's interests and an agent is unavailable because of
23 absence, illness, or temporary incapacity, the other agents may
24 act for the principal.

25 (c) If a vacancy occurs in 1 or more of the designations of
26 agent under a power of attorney, the remaining agents may act for
27 the principal.

1 (2) A principal may designate 1 or more successor agents to
2 act if an agent resigns, dies, becomes incapacitated, is not
3 qualified to serve, or declines to serve. A principal may grant
4 authority to another person, designated by name, by office, or by
5 function, including an agent, to designate 1 or more successor
6 agents. Unless a power of attorney otherwise provides, a
7 successor agent has the same authority as that initially granted
8 to the agent he or she succeeds.

9 (3) An agent is not liable for the actions of another agent,
10 including a predecessor agent, unless the agent participates in
11 or conceals a breach of fiduciary duty committed by the other
12 agent. An agent who has knowledge of a breach or imminent breach
13 of fiduciary duty by another agent shall notify the principal,
14 and, if the principal is incapacitated, take any action
15 reasonably appropriate in the circumstances to safeguard the
16 principal's best interests.

17 Sec. 113. If a power of attorney does not specify an agent's
18 compensation, the agent is entitled to compensation that is
19 reasonable under the circumstances. Except as otherwise provided
20 in a power of attorney, an agent is entitled to reimbursement of
21 reasonable expenses advanced by the agent on behalf of the
22 principal.

23 Sec. 114. (1) An agent's acceptance of authority under a
24 power of attorney creates an agency. An agent accepts authority
25 under a power of attorney by exercising powers or performing
26 duties as an agent or by any other assertion or conduct
27 indicating acceptance.

1 (2) Except as otherwise provided in the power of attorney,
2 an agent shall do all of the following:

3 (a) Act loyally for the principal's benefit in accordance
4 with the reasonable expectations of the principal known to the
5 agent and, otherwise, with the care, competence, and diligence
6 normally exercised by agents in similar circumstances for the
7 best interest of a principal.

8 (b) Avoid creating a conflict of interest that would impair
9 the agent's ability to act impartially in the best interest of
10 the principal.

11 (c) Keep a complete record of all receipts, disbursements,
12 and transactions conducted on behalf of the principal.

13 (d) Not perform any act beyond the authority granted by the
14 principal.

15 (e) Cooperate with a person that has authority to make
16 health care decisions for the principal in accordance with the
17 principal's expectations, if known to the agent, and, otherwise,
18 in accordance with what is reasonably believed by the agent to be
19 in the best interest of the principal.

20 (f) Take the principal's estate plan into account to the
21 extent known to the agent and attempt to preserve the plan if
22 consistent with the principal's best interest based on all
23 relevant factors, including the principal's foreseeable
24 obligations and need for maintenance; minimization of income,
25 estate, inheritance, generation-skipping transfer, or gift taxes;
26 and eligibility for public benefits or assistance under a statute
27 or governmental regulation.

1 (3) An agent is not liable to a beneficiary of the
2 principal's estate plan for failure to preserve the plan unless
3 the agent acts in bad faith.

4 (4) An agent who acts in good faith, with care, competence,
5 and diligence for the best interest of the principal, is not
6 liable solely because the agent also benefits from the act or has
7 an individual or conflicting interest in relation to the property
8 or affairs of the principal.

9 (5) If an agent has skills or knowledge that exceeds those
10 possessed by most others, the agent's skills or knowledge is a
11 circumstance to be considered in determining whether the agent
12 has acted with due care, competence, and diligence.

13 (6) Absent a breach of duty to the principal, an agent is
14 not liable if the value of the principal's property declines.

15 (7) An agent that is granted and exercises the authority to
16 delegate to another person the authority granted by the principal
17 or that employs another person on behalf of the principal is not
18 liable for an error of judgment, act, or default of that person
19 if the agent exercises due care, competence, and diligence in
20 selecting and monitoring the person.

21 (8) Except as otherwise provided in the power of attorney,
22 an agent is not required to disclose receipts, disbursements, or
23 transactions conducted on behalf of the principal unless ordered
24 by a court or requested by the principal; a guardian,
25 conservator, or other fiduciary appointed for the principal; a
26 governmental agency that has authority to protect the welfare of
27 the principal; or, on the death of the principal, the personal

1 representative or successor in interest of the principal's
2 estate. If so requested, the agent shall comply within 30 days or
3 provide a writing or other record substantiating why additional
4 time is needed and shall comply within an additional 30 days.

5 Sec. 115. A provision in a power of attorney relieving the
6 agent of liability for breach of duty is binding on the principal
7 and the principal's successors in interest unless either of the
8 following applies:

9 (a) The provision relieves the agent of liability for breach
10 of duty committed in bad faith or with reckless indifference to
11 the purposes of the power of attorney or the interests of the
12 principal.

13 (b) The provision was inserted as a result of an abuse by
14 the agent of a confidential or fiduciary relationship with the
15 principal.

16 Sec. 116. (1) A court may construe a power of attorney,
17 review the agent's conduct, and grant appropriate relief. All of
18 the following have standing to petition the court:

19 (a) The principal or the agent.

20 (b) A conservator, guardian of the estate, or other
21 fiduciary charged with management of the principal's property.

22 (c) The principal's spouse, parent, or descendant.

23 (d) A person who would qualify as an intestate successor of
24 the principal.

25 (e) A person named as a beneficiary to receive any property,
26 benefit, or contractual right on the principal's death or as a
27 beneficiary of a trust created by or for the principal.

1 (f) A governmental agency that has regulatory authority to
2 protect the welfare of the principal.

3 (g) The principal's caregiver or another person who
4 demonstrates sufficient interest in the principal's welfare.

5 (2) The court may award reasonable attorney fees and costs
6 to the prevailing party in a proceeding under this section.

7 Sec. 117. An agent that violates this act is liable to the
8 principal or the principal's successors in interest for the
9 damages and attorney fees and costs paid from the principal's
10 estate resulting from the violation and for any amount awarded to
11 the principal or the principal's successors in interest under
12 section 116(2).

13 Sec. 118. An agent may resign by giving notice to the
14 principal and, if the principal is incapacitated, to the
15 following:

16 (a) The conservator or guardian, if one has been appointed
17 for the principal, and any co-agent or successor agent.

18 (b) If the principal does not have a conservator or guardian
19 and has not named a co-agent or successor agent, the principal's
20 caregiver or other person reasonably believed by the agent to
21 have sufficient interest in the principal's welfare.

22 (c) If the principal does not have a conservator or
23 guardian, has not named a co-agent or successor agent, and does
24 not have a caregiver or other person that has sufficient interest
25 in the principal's welfare, a governmental agency that has
26 authority to protect the welfare of the principal.

27 Sec. 119. (1) A person that in good faith accepts an agent's

1 authority, without knowledge that the agent's authority has been
2 terminated, a power of attorney has been terminated or is
3 invalid, or the agent is exceeding or improperly exercising the
4 agent's powers, is protected from liability as if the power of
5 attorney were still in effect and valid and the agent had
6 properly exercised the power.

7 (2) A person that in good faith accepts an agent's authority
8 is not required to inquire into the extent of the agent's powers
9 or the propriety of their exercise but may require and rely on,
10 without further investigation, an agent's certification as to any
11 matters concerning the power of attorney or the principal.

12 (3) A person with which an agent seeks to act may not
13 require an additional or different form of power of attorney for
14 authority granted in the power of attorney presented.

15 (4) A photocopy or electronically transmitted copy of an
16 original power of attorney is as valid as the original.

17 Sec. 120. (1) Except as otherwise provided in subsection
18 (2), a person that refuses to accept the authority of an agent
19 within 5 business days of presentment of a power of attorney is
20 liable to the principal or the principal's successors in interest
21 to the same extent as the person would be liable had the person
22 refused to accept the authority of the principal if the principal
23 had the capacity to act on his or her own behalf. The amount
24 recoverable for refusal to accept an agent's authority is the
25 total of the damages from the refusal or \$1,000.00, whichever is
26 greater, plus costs and reasonable attorney fees.

27 (2) A person that refuses to accept the authority of an

1 agent to exercise a power granted under a power of attorney is
2 not liable under subsection (1) if 1 or more of the following
3 apply:

4 (a) The person has knowledge of the termination of the
5 agent's authority or termination of the power of attorney before
6 the exercise of the power.

7 (b) The person reasonably believes that the power of
8 attorney is not valid under the law of this state or that the
9 agent does not have authority to perform the act requested and
10 provides the agent with a writing or other record not more than 5
11 business days after the refusal that describes the reason that
12 the power of attorney is not valid or that the agent lacks
13 authority.

14 (c) The person has made a report in good faith to the local
15 adult protective services unit alleging physical or financial
16 abuse, neglect, exploitation, or abandonment of the principal by
17 the agent or has knowledge that such a report has been made by
18 another person.

19 (3) This section does not abrogate any cause of action or
20 remedy to which the principal or agent is entitled under the law
21 of this state other than this act.

22 Sec. 121. Unless displaced by a particular provision of this
23 act, the principles of law and equity, including the law relative
24 to capacity to contract, principal and agent, estoppel, fraud,
25 misrepresentation, duress, coercion, mistake, ratification,
26 bankruptcy, and other validating or invalidating cause,
27 supplement the provisions of this act.

1 ARTICLE 2

2 POWERS

3 Sec. 201. (1) Subject to subsection (2), if a principal
4 grants to an agent general authority that is not limited to
5 express acts, subjects, or purposes for which general authority
6 is granted, the agent has all the authority to act that the
7 principal would have if the principal had capacity to contract,
8 other than an act for which the personal action of the principal
9 is required. Unless a power of attorney otherwise provides, a
10 grant of general authority includes all of the powers in sections
11 204 to 216.

12 (2) An agent has authority under a power of attorney to do
13 the following on behalf of the principal or with the principal's
14 property only if the power of attorney expressly grants the
15 authority:

16 (a) Create, modify, or revoke an inter vivos trust.

17 (b) Make a gift.

18 (c) Create or change rights of survivorship.

19 (d) Designate or change the designation of a beneficiary.

20 (e) Create in the agent or a person customarily supported by
21 the agent an interest in the principal's property through gift,
22 survivorship, or beneficiary designation.

23 (f) Delegate to another person the authority granted under
24 the power of attorney.

25 (g) Disclaim property, including a power of appointment.

26 (3) Authority to make a gift is also subject to section 217
27 unless otherwise modified by the terms of the power of attorney.

1 (4) With the exception of powers granted under subsection
2 (2), if powers granted in a power of attorney are similar or
3 overlap, the broadest power controls.

4 (5) If a principal grants inconsistent authority to 1 or
5 more agents in 2 or more powers of attorney, the authority
6 granted last controls to the extent of the inconsistency.

7 (6) Powers granted in a power of attorney are exercisable
8 with respect to interests in property that the principal has when
9 the power of attorney is executed or acquires after execution,
10 whether or not the property is located in this state and whether
11 or not the powers are exercised or the power of attorney is
12 executed in this state.

13 Sec. 202. (1) An agent has a power described in this article
14 if the power of attorney incorporates the power by referring to a
15 heading or catch line added to sections 204 to 218 under section
16 108 of the legislative council act, 1986 PA 268, MCL 4.1108, or
17 citing to a specific section of sections 204 to 218.

18 (2) A reference in a power of attorney to a heading or catch
19 line added to sections 204 to 218 under section 108 of the
20 legislative council act, 1986 PA 268, MCL 4.1108, or a citation
21 to a specific section of sections 204 to 218 incorporates the
22 entire section as if it were set out in full in the power of
23 attorney.

24 (3) The principal may modify a power incorporated by
25 reference.

26 Sec. 203. By executing a power of attorney that incorporates
27 by reference a power described in sections 204 to 218, except as

1 otherwise modified in the power of attorney, the principal
2 authorizes the agent with respect to that subject to do all of
3 the following:

4 (a) Demand, receive, and obtain by litigation or otherwise,
5 money or another thing of value to which the principal is, may
6 become, or claims to be entitled, and conserve, invest, disburse,
7 or use anything so received for the purposes intended.

8 (b) Contract in any manner with any person, on terms
9 agreeable to the agent, to accomplish a purpose of a transaction,
10 and perform, rescind, reform, release, or modify the contract or
11 another contract made by or on behalf of the principal.

12 (c) Execute, acknowledge, seal, and deliver a deed,
13 revocation, mortgage, security agreement, lease, notice, check,
14 promissory note, electronic funds transfer, release, or other
15 instrument or communication the agent considers desirable to
16 accomplish a purpose of a transaction, including creating at any
17 time a schedule listing some or all of the principal's property
18 and attaching it to the power of attorney.

19 (d) Prosecute, defend, submit to arbitration or mediation,
20 settle, and propose or accept a compromise with respect to a
21 claim existing in favor of or against the principal or intervene
22 in litigation relating to the claim.

23 (e) Seek on the principal's behalf the assistance of a court
24 to carry out an act authorized by the principal in the power of
25 attorney.

26 (f) Engage, compensate, and discharge an attorney,
27 accountant, expert witness, or other assistant.

1 (g) Keep appropriate records of each transaction, including
2 an accounting of receipts and disbursements.

3 (h) Prepare, execute, and file a record, report, or other
4 document the agent considers desirable to safeguard or promote
5 the principal's interest under a statute or governmental
6 regulation.

7 (i) Communicate with any representative or employee of a
8 government, governmental subdivision, agency, or instrumentality
9 on behalf of the principal.

10 (j) Access communications intended for the principal whether
11 by mail, e-mail, telephone, or other means.

12 (k) Reimburse the agent for expenditures properly made by
13 the agent in exercising the powers granted by the power of
14 attorney.

15 (l) In general, do any other lawful act with respect to the
16 power and all property related to the power.

17 Sec. 204. Language granting power with respect to real
18 property authorizes the agent to do all of the following:

19 (a) Reject or demand, buy, lease, receive, accept as a gift
20 or as security for an extension of credit, or otherwise acquire
21 an interest in real property or a right incident to real
22 property.

23 (b) Sell, exchange, convey with or without covenants,
24 quitclaim, release, surrender, mortgage, retain title for
25 security, encumber, partition, consent to partitioning,
26 subdivide, apply for zoning, rezoning, or other governmental
27 permits, plat or consent to platting, develop, grant options

1 concerning, lease, sublease, or otherwise dispose of an interest
2 in real property or a right incident to real property.

3 (c) Release, assign, satisfy, or enforce by litigation or
4 otherwise a mortgage, deed of trust, conditional sale contract,
5 encumbrance, lien, or other claim to real property which exists
6 or is asserted.

7 (d) Manage or conserve an interest in real property or a
8 right incident to real property owned or claimed to be owned by
9 the principal, including any of the following:

10 (i) Insuring against a casualty, liability, or loss.

11 (ii) Obtaining or regaining possession or protecting the
12 interest or right by litigation or otherwise.

13 (iii) Paying, compromising, or contesting taxes or assessments
14 or applying for and receiving refunds in connection with them.

15 (iv) Purchasing supplies, hiring assistance or labor, and
16 making repairs or alterations to the real property.

17 (e) Use, develop, alter, replace, remove, erect, or install
18 structures or other improvements on real property in or incident
19 to which the principal has, or claims to have, an interest or
20 right.

21 (f) Participate in a reorganization with respect to real
22 property or a person other than an individual that owns an
23 interest in or right incident to real property and receive and
24 hold, directly or indirectly, shares of stock or obligations or
25 other evidences of ownership or debt received in a plan of
26 reorganization, and act with respect to them, including all of
27 the following:

- 1 (i) Selling or otherwise disposing of them.
- 2 (ii) Exercising or selling an option, conversion, or similar
3 right with respect to them.
- 4 (iii) Voting them in person or by proxy.
- 5 (g) Change the form of title of an interest in or right
6 incident to real property.
- 7 (h) Dedicate to public use, with or without consideration,
8 easements or other real property in which the principal has, or
9 claims to have, an interest.

10 Sec. 205. Language granting power with respect to tangible
11 personal property authorizes the agent to do all of the
12 following:

13 (a) Reject or demand, buy, receive, accept as a gift or as
14 security for an extension of credit, or otherwise acquire
15 ownership or possession of tangible personal property or an
16 interest in tangible personal property.

17 (b) Sell, exchange, convey with or without covenants,
18 quitclaim, release, surrender, create a security interest in,
19 grant options concerning, lease, sublease to others, or otherwise
20 dispose of tangible personal property or an interest in tangible
21 personal property.

22 (c) Release, assign, satisfy, or enforce by litigation or
23 otherwise, a security interest, lien, or other claim on behalf of
24 the principal, with respect to tangible personal property or an
25 interest in tangible personal property.

26 (d) Manage or conserve tangible personal property or an
27 interest in tangible personal property on behalf of the

1 principal, including any of the following:

2 (i) Insuring against casualty, liability, or loss.

3 (ii) Obtaining or regaining possession, or protecting the
4 property or interest, by litigation or otherwise.

5 (iii) Paying, compromising, or contesting taxes or assessments
6 or applying for and receiving refunds in connection with taxes or
7 assessments.

8 (iv) Moving from place to place.

9 (v) Storing for hire or on a gratuitous bailment.

10 (vi) Using, altering, and making repairs or alterations.

11 (e) Change the form of title of an interest in tangible
12 personal property, except as otherwise provided in section
13 201(2).

14 Sec. 206. Language granting power with respect to
15 transactions concerning stocks and bonds authorizes the agent to
16 do all of the following:

17 (a) Buy, sell, and exchange stocks, bonds, mutual funds, and
18 all other types of securities and financial instruments, whether
19 held directly or indirectly, except commodity futures contracts
20 and call and put options on stocks and stock indexes.

21 (b) Receive certificates and other evidences of ownership
22 with respect to securities.

23 (c) Exercise voting rights with respect to securities in
24 person or by proxy, enter into voting trusts, and consent to
25 limitations on the right to vote.

26 Sec. 207. Language granting power with respect to
27 transactions concerning commodities and options authorizes the

1 agent to do all of the following:

2 (a) Buy, sell, exchange, assign, settle, and exercise
3 commodity futures contracts and call and put options on stocks
4 and stock indexes traded on a regulated option exchange.

5 (b) Establish, continue, modify, and terminate option
6 accounts with a broker.

7 Sec. 208. Language granting power with respect to
8 transactions concerning banks and other financial institutions
9 authorizes the agent to do all of the following:

10 (a) Continue, modify, and terminate an account or other
11 banking arrangement made by or on behalf of the principal.

12 (b) Establish, modify, and terminate an account or other
13 banking arrangement with a bank, trust company, savings and loan
14 association, credit union, thrift company, brokerage firm, or
15 other financial institution selected by the agent.

16 (c) Rent a safe deposit box or space in a vault.

17 (d) Contract for other services available from a financial
18 institution as the agent considers desirable.

19 (e) Withdraw, by check, order, electronic funds transfer, or
20 otherwise, money or property of the principal deposited with or
21 left in the custody of a financial institution.

22 (f) Receive bank statements, vouchers, notices, and similar
23 documents from a financial institution and act with respect to
24 them.

25 (g) Enter a safe deposit box or vault and withdraw or add to
26 the contents.

27 (h) Borrow money at an interest rate agreeable to the agent

1 and pledge as security personal property of the principal
2 necessary in order to borrow, pay, renew, or extend the time of
3 payment of a debt of the principal.

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

10 (j) Receive for the principal and act on a sight draft,
11 warehouse receipt, or other negotiable or nonnegotiable
12 instrument.

13 (k) Apply for, receive, and use letters of credit, credit
14 and debit cards, electronic transaction authorization, and
15 traveler's checks from a financial institution and give an
16 indemnity or other agreement in connection with letters of
17 credit.

18 (l) Consent to an extension of the time of payment with
19 respect to commercial paper or a financial transaction with a
20 financial institution.

21 Sec. 209. Language granting power with respect to operating
22 a business authorizes the agent to do all of the following:

23 (a) Operate, buy, sell, enlarge, reduce, and terminate a
24 business interest.

25 (b) Subject to the terms of a partnership agreement or
26 operating agreement, do any of the following:

27 (i) Perform a duty or discharge a liability and exercise a

1 right, power, privilege, or option that the principal has, may
2 have, or claims to have, under the partnership agreement or
3 operating agreement, whether or not the principal is a partner in
4 a partnership or member of a limited liability company.

5 (ii) Enforce the terms of the partnership agreement or
6 operating agreement by litigation or otherwise.

7 (iii) Defend, submit to arbitration, and settle or compromise
8 litigation to which the principal is a party because of
9 membership in a partnership or limited liability company.

10 (c) Exercise in person or by proxy, or enforce by litigation
11 or otherwise, a right, power, privilege, or option the principal
12 has or claims to have as the holder of a bond, share, or other
13 instrument of similar character and defend, submit to arbitration
14 or mediation, settle, or compromise litigation to which the
15 principal is a party because of a bond, share, or similar
16 instrument.

17 (d) With respect to a business controlled by the principal,
18 do any of the following:

19 (i) Continue, modify, renegotiate, extend, and terminate a
20 contract made by or on behalf of the principal with respect to
21 the business before execution of the power of attorney.

22 (ii) Determine the following:

23 (A) The location of its operation.

24 (B) The nature and extent of its business.

25 (C) The methods of manufacturing, selling, merchandising,
26 financing, accounting, and advertising employed in its operation.

27 (D) The amount and types of insurance carried.

1 (E) The mode of engaging, compensating, and dealing with its
2 accountants, attorneys, other agents, and employees.

3 (iii) Change the name or form of organization under which the
4 business is operated and enter into a partnership agreement or
5 operating agreement with other persons or organize a corporation
6 or other business entity to take over all or part of the
7 operation of the business.

8 (iv) Demand and receive money due or claimed by the principal
9 or on the principal's behalf in the operation of the business,
10 and control and disburse the money in the operation of the
11 business.

12 (e) Put additional capital into a business in which the
13 principal has an interest.

14 (f) Join in a plan of reorganization, consolidation, or
15 merger of the business.

16 (g) Sell or liquidate a business or part of it at the time
17 and on the terms the agent considers desirable.

18 (h) Establish the value of a business under a buy-out
19 agreement to which the principal is a party.

20 (i) Prepare, sign, file, and deliver reports, compilations
21 of information, returns, or other papers with respect to a
22 business which are required by a governmental agency or
23 instrumentality or which the agent considers desirable, and make
24 related payments.

25 (j) Pay, compromise, or contest taxes or assessments and
26 perform any other act that the agent considers desirable to
27 protect the principal from illegal or unnecessary taxation,

1 fines, penalties, or assessments with respect to a business,
2 including attempts to recover, in any manner permitted by law,
3 money paid before or after the execution of the power of
4 attorney.

5 Sec. 210. Language granting power with respect to insurance
6 and annuities authorizes the agent to do all of the following:

7 (a) Continue, pay the premium or assessment on, modify,
8 rescind, release, or terminate a contract procured by or on
9 behalf of the principal which insures or provides an annuity to
10 either the principal or another person, whether or not the
11 principal is a beneficiary under the contract.

12 (b) Procure new, different, and additional contracts of
13 insurance and annuities for the principal and the principal's
14 spouse, children, and other dependents, and select the amount,
15 type of insurance or annuity, and mode of payment.

16 (c) Pay the premium or assessment on, modify, rescind,
17 release, or terminate a contract of insurance or annuity procured
18 by the agent.

19 (d) Apply for and receive a loan on the security of a
20 contract of insurance or annuity.

21 (e) Surrender and receive the cash surrender value.

22 (f) Exercise an election.

23 (g) Change the manner of paying premiums.

24 (h) Change or convert the type of insurance or annuity with
25 respect to which the principal has or claims to have a power
26 described in this section.

27 (i) Apply for and procure government aid to guarantee or pay

1 premiums of a contract of insurance on the life of the principal.

2 (j) Collect, sell, assign, hypothecate, borrow on, or pledge
3 the interest of the principal in a contract of insurance or
4 annuity.

5 (k) Pay from proceeds or otherwise, compromise or contest,
6 and apply for refunds in connection with, a tax or assessment
7 levied by a taxing authority with respect to a contract of
8 insurance or annuity or its proceeds or liability accruing by
9 reason of the tax or assessment.

10 Sec. 211. Language granting power with respect to estates,
11 trusts, and other relationships in which the principal is a
12 beneficiary authorizes the agent to act for the principal in all
13 matters that affect a trust, probate estate, guardianship,
14 conservatorship, escrow, custodianship, or other fund from which
15 the principal is, may become, or claims to be, entitled as a
16 beneficiary to a share or payment, including the power to do the
17 following:

18 (a) Accept, reject, disclaim, receive, receipt for, sell,
19 assign, release, pledge, or exchange, or consent to a reduction
20 in or modification of a share in or payment from the fund.

21 (b) Demand or obtain money or other thing of value to which
22 the principal is, may become, or claims to be entitled by reason
23 of the fund, by litigation or otherwise.

24 (c) Initiate, participate in, and oppose litigation to
25 ascertain the meaning, validity, or effect of a deed, will,
26 declaration of trust, or other instrument or transaction
27 affecting the interest of the principal.

1 (d) Initiate, participate in, and oppose litigation to
2 remove, substitute, or surcharge a fiduciary.

3 (e) Conserve, invest, disburse, and use anything received
4 for an authorized purpose.

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

9 Sec. 212. Language granting power with respect to claims and
10 litigation authorizes the agent to do all of the following:

11 (a) Assert and prosecute before a court or administrative
12 agency a claim, claim for relief, cause of action, counterclaim,
13 offset, or defense against an individual, organization, or
14 government, including, but not limited to, actions to recover
15 property or other thing of value, recover damages sustained by
16 the principal, eliminate or modify tax liability, or seek an
17 injunction, specific performance, or other relief.

18 (b) Bring an action to determine adverse claims, intervene
19 in litigation, and act as amicus curiae.

20 (c) In connection with litigation, procure an attachment,
21 garnishment, libel, order of arrest, or other preliminary,
22 provisional, or intermediate relief and use an available
23 procedure to effect or satisfy a judgment, order, or decree.

24 (d) In connection with litigation, perform any lawful act,
25 including acceptance of tender, offer of judgment, admission of
26 facts, submission of a controversy on an agreed statement of
27 facts, consent to examination before trial, and binding the

1 principal in litigation.

2 (e) Submit to arbitration or mediation, settle, and propose
3 or accept a compromise with respect to a claim or litigation.

4 (f) Waive the issuance and service of process on the
5 principal, accept service of process, appear for the principal,
6 designate persons on which process directed to the principal may
7 be served, execute and file or deliver stipulations on the
8 principal's behalf, verify pleadings, seek appellate review,
9 procure and give surety and indemnity bonds, contract and pay for
10 the preparation and printing of records and briefs, receive and
11 execute and file or deliver a consent, waiver, release,
12 confession of judgment, satisfaction of judgment, notice,
13 agreement, or other instrument in connection with the
14 prosecution, settlement, or defense of a claim or litigation.

15 (g) Act for the principal with respect to bankruptcy or
16 insolvency, whether voluntary or involuntary, concerning the
17 principal or some other person, or with respect to a
18 reorganization, receivership, or application for the appointment
19 of a receiver or trustee that affects an interest of the
20 principal in property or other thing of value.

21 (h) Pay a judgment against the principal or a settlement
22 made in connection with litigation and receive and conserve money
23 or other thing of value paid in settlement of or as proceeds of a
24 claim or litigation.

25 Sec. 213. Language granting power with respect to personal
26 and family maintenance authorizes the agent to do all of the
27 following:

1 (a) Perform the acts necessary to maintain the customary
2 standard of living of the principal, the principal's spouse and
3 children, other individuals legally entitled to be supported by
4 the principal, and those individuals who the principal has
5 customarily supported or indicated the intent to support,
6 including providing living quarters by purchase, lease, or other
7 contract, or paying the operating costs, including interest,
8 amortization payments, repairs, and taxes, on premises owned by
9 the principal and occupied by those individuals.

10 (b) Provide for the individuals described in subdivision (a)
11 normal domestic help, usual vacations and travel expenses, and
12 money for shelter, clothing, food, appropriate education, and
13 other current living costs.

14 (c) Pay on behalf of the individuals described in
15 subdivision (a) expenses for necessary medical, dental, and
16 surgical care, hospitalization, and custodial care.

17 (d) Act as the principal's personal representative under
18 sections 1171 through 1179 of the social security act, 42 USC
19 1320d to 1320d-8, or similar provisions later enacted, and
20 applicable regulations, in making decisions related to the past,
21 present, or future payment for the provision of health care
22 consented to by the principal or anyone authorized under the law
23 of this state to consent to health care on behalf of the
24 principal.

25 (e) Continue any provision made by the principal, for the
26 individuals described in subdivision (a), for automobiles or
27 other means of transportation, including registering, licensing,

1 insuring, and replacing them.

2 (f) Maintain or open charge accounts for the convenience of
3 the individuals described in subdivision (a) and open new
4 accounts the agent considers desirable to accomplish a lawful
5 purpose.

6 (g) Continue payments incidental to the membership or
7 affiliation of the principal in a church, club, society, order,
8 or other organization or to continue contributions to those
9 organizations.

10 Sec. 214. Language granting power with respect to benefits
11 from social security, medicare, medicaid, other governmental
12 programs, or civil or military service, authorizes the agent to
13 do all of the following:

14 (a) Execute vouchers in the name of the principal for
15 allowances and reimbursements payable by the United States or a
16 foreign government or by a state or subdivision of a state to the
17 principal, including allowances and reimbursements for
18 transportation of the individuals described in section 213(a),
19 and for shipment of their household effects.

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

26 (c) Prepare, file, and prosecute a claim of the principal to
27 a benefit or assistance, financial or otherwise, to which the

1 principal claims to be entitled under a statute or governmental
2 regulation.

3 (d) Prosecute, defend, submit to arbitration or mediation,
4 settle, and propose or accept a compromise with respect to any
5 benefit or assistance the principal may be entitled to receive
6 under a statute or governmental regulation.

7 (e) Receive the financial proceeds of a claim of the type
8 described in subdivision (c) and conserve, invest, disburse, or
9 use anything so received for a lawful purpose.

10 Sec. 215. Language granting power with respect to retirement
11 plans authorizes the agent to do all of the following:

12 (a) Select a payment option under a retirement plan in which
13 the principal participates, including a plan for a self-employed
14 individual.

15 (b) Make voluntary contributions to those plans.

16 (c) Exercise the investment powers available under a self-
17 directed retirement plan.

18 (d) Make a rollover of benefits into another retirement
19 plan.

20 (e) If authorized by the plan, borrow from, sell assets to,
21 purchase assets from, or request distributions from the plan.

22 (f) Waive the right of the principal to be a beneficiary of
23 a joint or survivor annuity if the principal is a spouse who is
24 not employed.

25 Sec. 216. Language granting power with respect to tax
26 matters authorizes the agent to do all of the following:

27 (a) Prepare, sign, and file federal, state, local, and

1 foreign income, gift, payroll, federal insurance contributions
2 act, and other tax returns, claims for refunds, requests for
3 extension of time, petitions regarding tax matters, and any other
4 tax-related documents, including receipts, offers, waivers,
5 consents, including consents and agreements under section 2032A
6 of the internal revenue code, 26 USC 2032A, or similar provisions
7 later enacted, closing agreements, and any power of attorney
8 required by the internal revenue service or other taxing
9 authority with respect to a tax year on which the statute of
10 limitations has not run and the following 25 tax years.

11 (b) Pay taxes due, collect refunds, post bonds, receive
12 confidential information, and contest deficiencies determined by
13 the internal revenue service or other taxing authority.

14 (c) Exercise any election available to the principal under
15 federal, state, local, or foreign tax law.

16 (d) Act for the principal in all tax matters for all periods
17 before the internal revenue service, and any other taxing
18 authority.

19 Sec. 217. Except as otherwise provided in section 201(2),
20 language granting power with respect to gifts authorizes the
21 agent to make gifts of any of the principal's property to
22 individuals or organizations within the limits of the annual
23 exclusion under section 2503(b) of the internal revenue code, 26
24 USC 2503(b), or similar provisions later enacted, as the agent
25 determines to be in the principal's best interest based on all
26 relevant factors, including all of the following:

27 (a) The value and nature of the principal's property.

1 (b) The principal's foreseeable obligations and need for
2 maintenance.

3 (c) Minimization of income, estate, inheritance, generation-
4 skipping transfer, or gift taxes.

5 (d) Eligibility for public benefits or assistance under a
6 statute or governmental regulation.

7 (e) The principal's personal history of making or joining in
8 making gifts.

9 Sec. 218. Language granting power with respect to delegation
10 of agency authority authorizes the agent to make a revocable
11 delegation by writing or other record to 1 or more persons of a
12 power granted to the agent by the principal.

13 ARTICLE 3

14 STATUTORY FORM POWER OF ATTORNEY

15 Sec. 301. The following form may be used to create a power
16 of attorney that has the meaning and effect prescribed by this
17 act.

18 STATUTORY FORM POWER OF ATTORNEY

19 IMPORTANT INFORMATION

20 This power of attorney authorizes another person, your agent, to
21 make property decisions for you, the principal. Your agent can
22 make decisions and act with respect to your property (including
23 your money) even if you lose capacity to act for yourself. The
24 meaning of powers listed in this document is explained in the
25 uniform power of attorney act. This power of attorney does not
26 authorize the agent to make medical or health care decisions for
27 you.

1 You should select someone you trust to serve as your agent. The
2 agent's authority will continue until your death unless you
3 revoke the power of attorney or the agent resigns. If your agent
4 is unable or unwilling to act for you, your power of attorney
5 will end unless you have named a successor agent. You may also
6 name a second successor agent.

7 If you grant authority in this power of attorney that is
8 inconsistent with authority you have already granted in another
9 power of attorney, the earlier power of attorney will be revoked
10 to the extent of the inconsistency. This power of attorney
11 becomes effective immediately unless you state otherwise in the
12 special instructions.

13 Before signing this document, you should seek legal advice if you
14 have questions about the power of attorney or the authority you
15 are granting to your agent.

16 DESIGNATION OF AGENT

17 I, _____ (principal's full name)
18 of _____ (principal's address)

19 name the following person as my agent:

20 _____

21 _____

22 (full name and address of agent)

23 OPTIONAL DESIGNATION OF SUCCESSOR AGENT(S)

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

3 _____
4 _____

5 (full name and address of successor agent)

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

8 _____
9 _____

10 (full name and address of second successor agent)

11 GRANT OF GENERAL AUTHORITY

12 I grant my agent and any successor agent general authority to
13 act for me with respect to the following subjects as defined in
14 the uniform power of attorney act:

15 (CROSS OUT any subject you DO NOT want to include in the
16 agent's general authority.)

- 17 • Real Property
- 18 • Tangible Personal Property
- 19 • Stocks and Bonds
- 20 • Commodities and Options
- 21 • Banks and Other Financial Institutions
- 22 • Operation of Business
- 23 • Insurance and Annuities

- 1 • Estates, Trusts, and Other Beneficiary Relationships
- 2 • Claims and Litigation
- 3 • Personal and Family Maintenance
- 4 • Benefits from Government Programs or Military Service
- 5 • Retirement Plans
- 6 • Taxes

7 GRANT OF SPECIFIC AUTHORITY

8 My agent MAY NOT do any of the following specific acts for me
 9 UNLESS I have also INITIALED the blank space (___) in front of
 10 the specific power to act:

11 (CAUTION: Granting any of the following powers to your agent
 12 will give your agent the authority to take actions that could
 13 significantly reduce your property or change how your property is
 14 distributed at your death. INITIAL ONLY the specific powers you
 15 WANT to include in the agent's authority.)

16 (___) Create, modify, or revoke an inter vivos trust

17 (___) Make a gift, subject to the limitations of the uniform
 18 power of attorney act and any special instructions in this power
 19 of attorney

20 (___) Create or change rights of survivorship

21 (___) Create or change a beneficiary designation

22 (___) Create in the agent or a person customarily supported
 23 by the agent an interest in my property through gift,
 24 survivorship right or beneficiary designation

25 (___) Authorize another person to exercise the agency

1 authority granted under this power of attorney
2 (___) Disclaim or refuse an interest in property, including
3 a power of appointment

4 SPECIAL INSTRUCTIONS

5 (On the following lines you may give special instructions
6 limiting or extending the powers granted to your agent.)

7 _____
8 _____
9 _____
10 _____
11 _____
12 _____

13 EFFECTIVE DATE

14 This power of attorney is effective immediately unless I have
15 stated otherwise in the special instructions.

16 OPTIONAL NOMINATION OF GUARDIAN OR CONSERVATOR

17 If it becomes necessary for a court to appoint a conservator
18 or guardian of my estate or person, I nominate the following
19 person for appointment:

20 _____
21 _____

22 (full name and address of nominee)

23 RELIANCE ON THIS POWER OF ATTORNEY

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

4 SIGNATURE AND ACKNOWLEDGMENT

5 _____
6 Your signature Date

7 _____
8 Your name printed

9 _____
10 _____
11 Your address

12 This document prepared by:
13 _____
14 _____

15 Signed and sworn to before me in _____ County,
16 Michigan, on _____, _____ (year).

17 Notary's Stamp Notary's Signature
18 _____

19
20 (Notary's name, county, acting in

1 county, and date commission
2 expires)

3 IMPORTANT INFORMATION FOR AGENT

4 When you accept the authority granted under this power of
5 attorney a special legal relationship, known as agency, is
6 created between you and the principal. Agency imposes on you
7 duties that continue until you resign or the power of attorney is
8 terminated or revoked. You must:

- 9 (1) do what you know the principal reasonably expects you
10 to do with the principal's property;
- 11 (2) act in good faith with care, competence, and diligence
12 for the best interest of the principal;
- 13 (3) avoid conflicts that would impair your ability to act
14 in the principal's best interest;
- 15 (4) keep a complete record of all receipts, disbursements,
16 and transactions conducted for the principal;
- 17 (5) do nothing beyond the authority granted in this power
18 of attorney;
- 19 (6) preserve the principal's estate plan to the extent you
20 know the plan, unless preserving the estate plan is inconsistent
21 with the principal's best interest; and
- 22 (7) stop acting on behalf of the principal if you learn of
23 any event that terminates this power of attorney or your
24 authority under this power of attorney.

25 If you have special skills or expertise, you must use those
26 special skills and expertise when acting for the principal. You

1 must disclose your identity as an agent whenever you act for the
2 principal by writing or printing the name of the principal and
3 signing your own name as "agent" in the following manner:

4 (Principal's Name) by (Your Signature) as agent

5 The meaning of the powers granted to you is defined in the
6 uniform power of attorney act. If you violate the uniform power
7 of attorney act or act outside the authority granted, you may be
8 liable for any damages, including attorney's fees and costs,
9 caused by your violation.

10 You should seek legal advice if there is anything about this
11 document or your duties that you do not understand.

12 AGENT'S ACCEPTANCE

13 (This statement of acceptance may be signed any time after
14 the principal signs the power of attorney.)

15 I accept appointment as agent under this power of attorney.

16 _____

17 Agent's signature

Date

18 _____

19 Agent's name printed

20 _____

1 Successor Agent's signature Date

2 _____

3 Successor Agent's name printed

4 _____

5 Second Successor Agent's signature Date

6 _____

7 Second Successor Agent's name printed

8 Sec. 302. The following optional form may be used by an
9 agent to certify facts concerning a power of attorney.

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

12 I, _____ (name of
13 agent), certify that _____ (name
14 of principal) signed a power of attorney (a copy of the power of
15 attorney is attached to this certification) on _____
16 (date), naming the undersigned as an agent or successor agent.

17 I further certify that to my knowledge:

18 (1) the principal is alive and has not revoked the power of
19 attorney or my authority to act under the power of attorney and

1 that the power of attorney remains in full force and effect;
 2 (2) if the power of attorney was drafted to become effective
 3 on the happening of an event or contingency, that the event or
 4 contingency has occurred; and
 5 (3) if I was named as a successor agent, that the
 6 predecessor agent is no longer able to serve.

7 SIGNATURE AND ACKNOWLEDGMENT

8 _____
 9 Agent's signature Date

10 _____
 11 Agent's name printed

12 _____
 13 _____
 14 Agent's address

15 Signed and sworn to before me in _____ County,
 16 Michigan, on _____, _____ (year).

17 Notary's Stamp Notary's Signature
 18 _____
 19 (Notary's name, county, acting in
 20 county, and date commission expires)

21 This document prepared by:
 22 _____
 23 _____

24 ARTICLE 4

1 MISCELLANEOUS PROVISIONS

2 Sec. 401. This act shall be applied and construed to
3 effectuate its general purpose to make uniform the law with
4 respect to the subject matter of this act among states enacting
5 it.

6 Sec. 402. This act modifies, limits, and supersedes the
7 federal electronic signatures in global and national commerce
8 act, 15 USC 7001 to 7031, but does not modify, limit, or
9 supersede 15 USC 7001(c), or authorize electronic delivery of any
10 of the notices described in 15 USC 7003(b).

11 Sec. 404. Except as otherwise provided in this act, on the
12 effective date of this act, all of the following apply:

13 (a) This act applies to all powers of attorney created
14 before, on, or after the effective date of this act.

15 (b) This act applies to all judicial proceedings concerning
16 powers of attorney commenced on or after the effective date of
17 this act.

18 (c) This act applies to judicial proceedings concerning
19 powers of attorney commenced before the effective date of this
20 act unless the court finds that application of a particular
21 provision of this act would substantially interfere with the
22 effective conduct of the judicial proceedings or prejudice the
23 rights of the parties, in which case the particular provision of
24 this act does not apply and the superseded law applies.

25 (d) An action taken before the effective date of this act is
26 not affected by this act.

27 Enacting section 1. Sections 5501 to 5505 of the estates and

- 1 protected individuals code, 1998 PA 386, MCL 700.5501 to
- 2 700.5505, are repealed.