

UNIFORM POWER OF ATTORNEY ACT (EXCERPT)
Act 187 of 2023
ARTICLE 3
STATUTORY FORMS

556.401 Statutory form power of attorney.

Sec. 301.

A document substantially in the following form may be used to create a statutory form power of attorney that has the meaning and effect prescribed by this act:

MICHIGAN

STATUTORY FORM POWER OF ATTORNEY

IMPORTANT INFORMATION

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). It is, therefore, an important legal document, and you are taking a serious step if you decide to make use of this form without seeking legal advice; for if the person you designate as your agent accepts authority granted under this power of attorney, the agent will be able to make decisions and act with respect to your property (including your money). The extent of your agent's authority over subjects listed on this form is explained in the uniform power of attorney act, MCL 556.201 to 556.505.

This power of attorney does not authorize the agent to make health care decisions for you and it does not authorize the agent to exercise powers you have as a parent or guardian regarding care, custody, or property of a minor child or ward.

You should select someone you trust to serve as your agent and you should ask yourself as you review each section of this form, whether you have chosen the right person(s) to act in that capacity. If your signature on this form is notarized or witnessed as provided below, then unless you specify otherwise, the agent's authority will generally continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

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

This form provides for designation of an agent and successor agent(s) who serve one at a time, as opposed to coagents who serve simultaneously. If you wish to name coagents, you may do so in the Special Instructions. Coagents are not required to act together unless you include that requirement in the Special Instructions.

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

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions. And unless you state otherwise in the Special Instructions, this power of attorney does not revoke any other power of attorney you may have created.

If you have questions about the power of attorney or the authority it grants to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT

I _____ name

(Name of Principal)

the following person as my agent:

Name of Agent: _____

Agent's Address: _____

Agent's Telephone Number: _____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

Name of Successor Agent: _____

Successor Agent's Address: _____

Successor Agent's Telephone Number: _____

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

Name of Second Successor Agent: _____

Second Successor Agent's Address: _____

Second Successor Agent's Telephone Number: _____

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the uniform power of attorney act, MCL 556.201 to 556.505:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects, you may simply initial "All Preceding Subjects.")

☐ Real Property

☐ Tangible Personal Property

☐ Stocks and Bonds

☐ Commodities and Options

☐ Banks and Other Financial Institutions

☐ Operation of Entity or Business

☐ Insurance and Annuities

☐ Estates, Trusts, and Other Beneficial Interests

☐ Claims and Litigation

☐ Personal and Family Maintenance

☐ Benefits from Governmental Programs or Civil or Military Service

☐ Retirement Plans

☐ Taxes

☐ All Preceding Subjects (regardless of whether any of the preceding subjects are initialed)

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

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

CAUTION! Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. Furthermore, depending on the amount in one or more of the accounts mentioned in the last item listed below (which refers to 31 CFR 1010.350), granting that particular power may subject your agent to burdensome federal reporting obligations that are subject to stiff penalties. INITIAL ONLY the specific authority you WANT to give your agent. If you have questions about the wisdom of granting any specific authority to your agent, you should seek legal advice before signing this form. If you are inclined to grant specific authority but doubt the wisdom of granting that authority to a particular person you have designated as your agent or successor agent, you should ask yourself whether you have designated the right person(s).

☐ Create, amend, revoke, or terminate an inter vivos trust

☐ Make a gift as limited by section 217 of the uniform power of attorney act, MCL 556.317, and any special instructions in this power of attorney

☐ Create or change rights of survivorship by, for example, creating a joint account

☐ Create or change a beneficiary designation

☐ Authorize another person to exercise the authority granted under this power of attorney

☐ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan

☐ Exercise fiduciary powers that the principal has authority to delegate

☐ Access the content of electronic communications

☐ Exercise authority over any "bank, securities, or other financial account in a foreign country" within the meaning of 31 CFR 1010.350

LIMITATION ON AGENT'S AUTHORITY

Even if I have authorized my agent to make a gift (by initialing the relevant line above), an agent who is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines.

CAUTION! Special instructions are liable to cause ambiguities that may impair the effectiveness of this power of attorney. You are taking a solemn step if you decide to make any use of this form without seeking legal advice; you should be especially wary of providing special instructions without the benefit of legal counsel.

EFFECTIVE DATE

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

EFFECT ON PREVIOUS POWERS OF ATTORNEY

Unless I have said otherwise in the Special Instructions, the execution of this power of attorney does not revoke any prior power of attorney.

NOMINATION OF CONSERVATOR OR GUARDIAN (OPTIONAL)

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

Name of Nominee for Conservator or Guardian of My Estate: _____

Nominee's Address: _____

Nominee's Telephone Number: _____

Name of Nominee for Guardian of My Person: _____

Nominee's Address: _____

Nominee's Telephone Number: _____

RELIANCE ON THIS POWER OF ATTORNEY

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

SIGNATURE OF PRINCIPAL, SIGNATURES OF WITNESSES, AND ACKNOWLEDGMENT

CAUTION! Unless you provide otherwise in the Special Instructions, this form will create a "durable" power of attorney if you sign it either before a notary public (or other individual authorized to take acknowledgments) or in the presence of two witnesses neither of whom is designated as your agent or successor agent, both of whom sign below (and one of whom may be the notary public or other individual authorized by law to take acknowledgments who also signs below in his or her official capacity). The power's being "durable" means that unless the power is revoked or the agent's authority is otherwise terminated beforehand, your agent's authority will continue during any period in which you are alive but incapacitated. If you have questions about the wisdom of making this power durable, you should seek legal advice before signing this form.

CAUTION! You have an important motivation to acknowledge your signature before a notary public (or other individual authorized to take acknowledgments) regardless of the question of durability (described above): doing so will make it harder, under section 120 of the uniform power of attorney act, MCL 556.220, for someone to whom the power is presented to decline to accept the power and your agent's authority to act on your behalf.

Your Signature

Date

Your Name Printed

Your Address

Your Telephone Number

Witness No. 1's Signature

Date

Witness No. 1's Name Printed

Witness No. 1's Address

Witness No. 2's Signature

Date

Witness No. 2's Name Printed

Witness No. 2's Address

State of _____

[County] of _____

This document was acknowledged before me on _____

(Date)

by _____

(Name of Principal)

(Seal, if any)

Signature of Notary

My commission expires: _____

This document prepared by: _____

IMPORTANT INFORMATION FOR AGENT

Agent's Duties

When you accept authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power or your authority under it is terminated by a termination event described in the uniform power of attorney act, MCL 556.201 to 556.505. You must:

- (1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) Act in good faith;
- (3) Do nothing beyond the authority granted in this power of attorney;
- (4) Keep a record of receipts, disbursements, and transactions made on behalf of the principal;
- (5) Disclose your identity as an agent whenever you act for the principal by, for example, writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's Name) by (Your Signature) as Agent;

(6) And if the power is "durable" in the sense described below, you must, before acting as agent under the power, sign an acknowledgment of your duties as agent that contains all the declarations contained in the optional template "Agent's Acknowledgment" provided in section 302 of the uniform power of attorney act, MCL 556.402, in substantially the form of that optional template.

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

- (1) Act loyally for the principal's benefit;
- (2) Avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) Act with care, competence, and diligence;
- (4) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects concerning health care or, if you do not know the principal's expectations, to act in the principal's best interest; and
- (5) Attempt, to the extent of the powers you have been granted as agent, to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

Termination of Agent's Authority

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

- (1) Death of the principal;
- (2) The principal's revocation of the power of attorney or your authority;
- (3) The occurrence of a termination event stated in the power;
- (4) If the power is intended only for a specified, limited purpose, the specified purpose of the power is fully accomplished; or
- (5) If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

Statutory Duty to Acknowledge Agent's Duties under "Durable" Power

Unless the Special Instructions in this power of attorney state otherwise, this form will create a "durable" power of attorney (meaning that unless the power is revoked or your authority is otherwise terminated beforehand, your authority as agent will continue during any period in which the principal is alive but incapacitated) if the principal signs it either before a notary public (or other individual authorized to take acknowledgments) or in the presence of two witnesses neither of whom is designated as the principal's agent or successor agent and both of whom also sign the form. If this power of attorney is durable, then before you act as agent under the power, you must execute an acknowledgment of your duties as agent that contains all the declarations contained in the optional template "Agent's Acknowledgment" provided in section 302 of the uniform power of attorney act, MCL 556.402, in substantially the form of that optional template.

Liability of Agent

The meaning of the authority granted to you is defined in the uniform power of attorney act, MCL 556.201 to 556.505. If you violate that act or the terms of this power, you may be liable for any damages caused by your violation.

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

History: 2023, Act 187, Eff. July 1, 2024

556.402 Agent's acknowledgment form.

Sec. 302.

The following optional template may be used by a nominated agent under a durable power of attorney to provide the acknowledgment required by section 113(2):

AGENT'S ACKNOWLEDGMENT

I, _____, have been appointed agent for _____ (Your Name), the principal _____ (Name of Principal), under a durable power of attorney dated _____. By signing this document, I acknowledge that if and when I act as agent under the power, all of the following apply:

MY DUTIES AS AGENT

I must:

1. Do what I know the principal reasonably expects me to do with the principal's property or, if I do not know the principal's expectations, act in the principal's best interest.
2. Act in good faith.
3. Do nothing beyond the authority granted in the durable power of attorney.
4. Keep reasonable records of receipts, disbursements, and transactions I make on behalf of the principal.
5. Disclose my identity as an agent whenever I act for the principal by writing or printing the principal's name and signing my own name as "agent".
6. And depending on the terms of the power of attorney, I may have additional duties described in section 114 of the uniform power of attorney act, MCL 556.201 to 556.505, including the presumptive duties to act loyally for the principal's benefit, avoid conflicts of interest that would make it hard for me to act in the principal's best interest, and act with care, competence, and diligence.

POWERS REQUIRING SPECIFIC AUTHORITY

Unless specifically provided in the durable power of attorney or by judicial order, I cannot do any of the following:

1. Create, amend, revoke, or terminate an inter vivos trust.
2. Make a gift of the principal's property to someone else, let alone to myself.
3. Create or change rights of survivorship by, for example, creating a joint account.
4. Create or change a beneficiary designation.
5. Delegate authority granted under the durable power of attorney.
6. Exercise fiduciary powers that the principal has authority to delegate.
7. Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
8. Exercise authority over the content of electronic communications, as defined in 18 USC 2510, sent or received by the principal.
9. Exercise authority over any bank, securities, or other financial account in a foreign country within the meaning of 31 CFR 1010.350.

TERMINATION OF MY AUTHORITY

I must stop acting on behalf of the principal if I learn of any event that terminates the durable power of attorney or my authority under the power, including the death of the principal or the principal's revocation of either the power or my authority to act under it.

MY POTENTIAL LIABILITY AS AGENT

If I violate the uniform power of attorney act, MCL 556.201 to 556.505, or act outside the authority granted in the durable power, I may be liable to the principal or the principal's successors for damages caused by my violation and to civil or criminal penalties. An exoneration clause in the power (if any) does not relieve me of liability for acts or omissions committed in bad faith or, in some cases, for acts or omissions committed with reckless indifference to the purposes of the power of attorney or the interests of the principal.

Signature: _____

Date: _____

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

556.403 Certification of validity of power of attorney by agent or attorney at law.

Sec. 303.

The following optional template may be used by an agent or an attorney at law who represents either the agent or the principal to certify facts concerning a power of attorney:

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

State of _____

[County] of _____

I, _____ (Name of Certifier), certify under penalty of perjury that
_____ (Name of Principal) granted
_____ (Name of Agent) authority as an agent or successor agent in a power of
attorney dated _____.

I further certify that to my knowledge:

(1) The Principal is alive and has not revoked the Power of Attorney or the Agent's authority to act under the Power and the Power and the Agent's authority to act under the Power have not otherwise terminated;

(2) If the Power of Attorney was drafted to become effective upon the happening of a specified event or contingency, the specified event or contingency has occurred;

(3) If the Agent was named as a successor agent, the prior agent is unable or unwilling to serve; and

(4) _____

(Insert other relevant statements. You may attach separate sheets if additional space is needed.)

SIGNATURE AND ACKNOWLEDGMENT

Certifier's Signature _____ Date

Certifier's Name Printed

Certifier's Capacity (as Agent, attorney at law for Agent, or attorney at law for Principal)

Certifier's Address

Certifier's Telephone Number

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

by _____,
(Name of Certifier)

(Seal, if any)

Signature of Notary

My commission expires: _____

This document prepared by:
