

# POWER OF ATTORNEY FOR FINANCIAL

## I. DESIGNATION OF AGENT

You are the Principal

I, **Principal's Name**, name the following person as my agent:

**Name of Agent**

**Agent's Address**

**Line 2: City and State**

**Agent's Telephone Number**

## II. 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**

**Line 2: City and State**

**Successor Agent's Telephone Number**

This section can be deleted if it is not used.

## III. 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, MCA Title 72, chapter 31, part 3: (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 initial "All Preceding Subjects" instead of initialing each subject.)

- Real Property
- Tangible Personal Property
- Stocks and Bonds
- Commodities and Options
- Banks and Other Financial Institutions
- Operation of Entity or Business
- Insurance and Annuities

Make sure one or more of these options is marked. When this document is notarized, you will initial next to your choices.

- 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
- Individual Indian Money Account(s) (IIM)
- Indian Trust Land
- All Preceding Subjects

You can select All Preceding Subjects even if you do not have some of these financial products or services, in case you have them in the future and would want help managing them.

#### **IV. REVOCATION OF PRIOR POWER OF ATTORNEY**

This Power of Attorney revokes all previous Power of Attorney forms signed by me. This Power of Attorney may only be revoked in writing signed by me.

#### **V. LIMITATION ON AGENT'S AUTHORITY**

An agent that 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.

#### **VI. SPECIAL INSTRUCTIONS (OPTIONAL)**

This is where protective measures can be added. The sample instructions have been included below. Part or all of it can be deleted if you don't want it included in your Power of Attorney.

Any transaction or series of related transactions, totaling more than \$Amount per month, made by my agent shall require two signatures, the signature of my agent named in this document and the signature of Name of second individual.

Any transaction or series of related transactions involving any of the

following made by my agent shall require two signatures, the signature of my agent named in this document and the signature of Name of second individual

- Sale, Purchase or Transfer of Real Property Including a Transfer on Death Deed
- Sale, Purchase or Transfer of Mineral, Oil and Gas, and/or Water Rights
- Sale, Purchase or Transfer of Tangible Personal Property
- Sale, Purchase or Transfer of Stocks and Bonds
- Sale, Purchase or Transfer of Insurance and Annuities
- Payment of Income/Property Taxes
- Withdrawals or Transfers from Bank, Credit Union, and/or Brokerage Accounts in Excess of \$ Amount
- Sale, Purchase or Transfer of Vehicles
- All Preceding Subjects

My agent shall keep complete records of all transactions on my behalf and provide a quarterly accounting upon request by the principal or any beneficiaries under my Will. The quarterly accounting shall include copies of all financial statements, credit card or loan statements. Upon a request by Adult Protective Services, my agent must provide all financial information, including but not limited to, quarterly accounting reports, copies of all financial statements, credit card and/or loan statements.

Insert Special Instructions Here

Paragraph 2

Paragraph 3

Paragraph 4

## **VII. EFFECTIVE DATE**

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

## VIII. SPRINGING LANGUAGE

If you have question about Springing Language, please contact the Legal Service Developer Program at 406-444-7787.

Springing Language is language in your Power of Attorney that makes it become active sometime in the future, usually related to a medical condition. This can make it more difficult for your agent to use the Power of Attorney to help you.

Springing Language: A Power of Attorney drafted with springing language will go into effect when and only when the Principal is designated as incapacitated by a medical professional. This is meant to serve as a protection, ensuring that the document is only used if it is needed. Sometimes, however, springing language can prevent a POA from being effective, should the medical community be hesitant to declare a senior as incapacitated. The potential complications of springing language need to be considered before employing it in your POA.

You are the Principal

I, **Name of Principal**, hereby swear that springing language and complications associated with it have been explained to me and that I understand the implications of using springing language in my POA.

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Signature day month year

## IX. NOMINATION OF CONSERVATOR (OPTIONAL)

If a petition is made on my behalf to a court requesting appointment of a conservator of my estate, I nominate the following agents:

Name of Nominee for conservator of my estate

Nominee's Address

Line 2: City and State

Nominee's Telephone Number

A conservator is put in place by the court to take control of a person's finances. If that becomes necessary for you, this is where you say who you would want that person to be. This is usually the person you have chosen as your Power of Attorney, but you can pick someone else.

## X. 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 it has terminated or is invalid.

### SIGNATURE AND ACKNOWLEDGMENT

\_\_\_\_\_, (day)\_\_\_\_, (month)\_\_\_\_\_,(year) \_\_\_\_\_

Principal's Name

Principal's Address

Line 2: City and State

Principal's Phone Number

STATE OF MONTANA

County of **County that document will be Notarized in**

Make sure you change the county to where you will have the document notarized.

This document was acknowledged before me on this **day** day of **Month**,  
**year**, by **Principal's Name**.

You are the Principal

Leave the date blank.  
The notary will complete this section

(Notarial Seal)

\_\_\_\_\_  
Notary Signature

## IMPORTANT INFORMATION FOR AGENT

It is important for your agent to read this. If they are not with you when you finish this document, you will want to mail them a copy to read and sign in front of a notary.

## I. AGENT'S DUTIES

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

- (1) do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) act in good faith;
- (3) do nothing beyond the authority granted in this power of attorney;  
and
- (4) disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner: (Principal's Name) by (Your Signature) as Agent.

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

- (1) act loyally for the principal's benefit;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) act with care, competence, and diligence;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) cooperate with any person who has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's

expectations, to act in the principal's best interest; and

- (6) attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

## **II. TERMINATION OF AGENT'S AUTHORITY**

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

- (1) death of the principal;
- (2) the principal's revocation of the power of attorney or your authority;
- (3) the occurrence of a termination event stated in the power of attorney;
- (4) the purpose of the power of attorney is fully accomplished; or
- (5) if you are married to the principal, a legal action is filed with a court to end or annul 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.

## **III. LIABILITY OF AGENT**

The meaning of the authority granted to you is defined in the Uniform Power of Attorney Act, Title 72, chapter 31, part 3. If you violate the Uniform Power of Attorney Act, Title 72, chapter 31, part 3, or act outside the authority granted, you may be liable for any damages caused by your violation.

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

**IV. AGENT CERTIFICATION – OPTIONAL FORM**

**Agent’s Certification is an optional form and may be used by an agent to certify facts concerning a power of attorney.**

**\*\*Note: The Legal Service Developer Program recommends this form be signed by the agent.**

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

I, Name of Agent, Agent, certify under penalty of perjury that Name of Principal, Principal, granted me authority as agent or successor agent in a power of attorney dated Day, Month, and Year POA was executed.

I further certify that to my knowledge:

- (1) the principal is alive and has not revoked the power of attorney or my authority to act under the power of attorney and the power of attorney and my authority to act under the power of attorney have not terminated;
  - (2) if the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;
  - (3) if I was named as a successor agent, the prior agent is no longer able or willing to serve;
- and

- (4) Insert any other relevant statements

Make sure to delete this if you don't use it.

**SIGNATURE AND ACKNOWLEDGMENT**

\_\_\_\_\_

Agent’s Name

Agent’s Address

Line 2: City and State

Agent’s Telephone Number

This is where your agent will be notarizing their document, not where you are having yours notarized. You can leave blank if you are unsure where they will have it notarized.

STATE OF \_\_\_\_\_



County of \_\_\_\_\_

This document was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_, agent.

(Notarial Seal)

\_\_\_\_\_  
Notary Signature