

All fillable elements are highlighted in yellow. They are also selectable text elements, meaning you can select one, then use the "Tab" key to move in between them.

# POWER OF ATTORNEY FOR FINANCIAL

## I. DESIGNATION OF AGENT

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**

Instructions for Section I: You are the Principal, the person who is granting Power of Attorney. Enter the name, address, and phone number of your Agent, the person who will be making financial decisions on your behalf.

## II. DESIGNATION OF SUCCESSOR AGENT(S)

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**

Instructions for Section II: You have the option to name a Successor Agent, should your first choice be unable to serve. Enter the name, address, and phone number of your Successor Agent. If you do not wish to name a Successor Agent, this section can be deleted.

## 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
- 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

Instructions for Section III: These are the authorities which you are granting to your Agent. Make sure one or more of these options are marked. When the document is notarized, you will initial next to your choices.

Instructions for Section III: You can select "All Preceding Subjects" even if you do not have some of these financial products/services, as you may have them in the future.

#### **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

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

Instructions for Section VI: This is where protective measures can be added to your POA document. Part or all of it can be deleted if you do not want it included.

## VII. EFFECTIVE DATE

This power of attorney is effective immediately.

## VIII. NOMINATION OF CONSERVATOR

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

Instructions for Section VIII: A conservator is put in place by the court to take control of a person's finances, should that become necessary. This is where you can say who you would want that person to be. This is usually the person you have chosen as your Agent but can be someone else as well.

## IX. 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

\_\_\_\_\_,  
Principal's Name

\_\_\_\_\_  
Date

Principal's Address: Street and Number

Address Line 2: City and State

Principal's Phone Number

STATE OF MONTANA

County of County that document will be Notarized in

This document was acknowledged before me on this \_\_\_ day of  
\_\_\_\_\_, 20\_\_\_, by Principal's Name.

(Notarial Seal)

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

Instructions for Section IX: If the notary block, be sure you change the county to where you will have the document notarized. Leave the date blank, as that will be filled in on the date of notarization.

# IMPORTANT INFORMATION FOR AGENT

Instructions for Important Information for Agent: It is important that your Agent read this carefully. If they are not with you when you finish this document, you will want to mail them this section to read and sign in the presence of a notary. They will then return this section to you to be kept with the rest of the original Power of Attorney for Finances.

## 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**

**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

Instructions for Section IV: You can delete clause (4) [“insert any other relevant statements”] if it is not used.

#### **SIGNATURE AND ACKNOWLEDGMENT**

\_\_\_\_\_



Agent's Name \_\_\_\_\_ Date \_\_\_\_\_

Agent's Address: Street and Number \_\_\_\_\_

Address Line 2: City and State \_\_\_\_\_

Agent's Phone Number \_\_\_\_\_

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

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

This document was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, agent.

(Notarial Seal)

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

Instructions for Signature and Acknowledgment: This notary block is for your Agent, therefore the state and county should be left blank, to be filled in at the time of notarization.