

# **FINANCIAL POWER OF ATTORNEY PACKET**

## **EXPLANATION FOR PRINCIPALS**

### **WHAT IS A FINANCIAL POWER OF ATTORNEY?**

This document is called a "Financial Power of Attorney." It allows you to name one or more persons to help you handle your financial affairs. Depending on your individual circumstances, you can give this person or persons complete or limited power to act on your behalf. This document does not give someone the power to make medical decisions or personal decisions for you.

### **WHAT CAN MY AGENT DO?**

The "Agent" is the person you give power to handle your financial affairs.

The "Principal" is you.

Your decision to use this document is a very important one and you should think carefully about what financial decisions you want your Agent to make for you. With this document, you can give your Agent the right to make all financial decisions or only certain, limited decisions.

For example, you can allow your Agent to handle all your financial affairs, including the power to sell, rent, or mortgage your home, pay your bills, cash or deposit checks, buy and sell your stock, investments, or personal items, or you can allow your Agent to handle only certain or specific financial affairs such as to pay your monthly bills.

### **DO I GIVE ALL MY POWERS AWAY?**

No. Even with this document, you can still handle your own financial affairs as long as you choose to or are able to.

You need to talk to your Agent often about what you want and what he or she is doing for you using the document. If your Agent is not following your instructions or doing what you want, you may cancel or revoke the document and end your Agent's power to act for you.

### **HOW DO I REVOKE MY FINANCIAL POWER OF ATTORNEY?**

You may revoke your financial power of attorney by writing a signed and dated revocation of power of attorney and giving it to your Agent. You should also give it to anyone who has been relying upon the financial power of attorney and dealing with your Agent, such as your bank and investment institutions.

Unless you notify all parties dealing with your Agent of your revocation, they may continue to deal with your Agent. You should contact a lawyer if your Agent continues to act after you have revoked the power of attorney.

### **WHEN DOES MY AGENT'S AUTHORITY END?**

As long as you are living, the financial power of attorney will remain in effect even if you become incapacitated or unable to communicate your wishes unless:

- (1) A guardian is appointed for your property; or
- (2) You include a date or specific occurrence when you want your document to be

canceled.

However, upon your death or the death of your Agent or successor Agents, the document will be canceled and the Agent's power to act for you will end.

You can also include a date or a specific occurrence like your incapacity or illness as the time when you want your document to be canceled and your Agent's power to act for you to end.

#### WHEN DO THE POWERS TAKE EFFECT?

Depending on your circumstances, you may wish to specify an occurrence or a future date for the document to become effective. Unless you do so, it becomes effective immediately.

#### MUST MY AGENT DO THOSE THINGS I AUTHORIZE?

No. But if your Agent accepts this responsibility and agrees to act for you, he or she is required to sign and date the "Acceptance of Appointment" contained in the financial power of attorney form.

#### HOW DO I COMPLETE THIS DOCUMENT?

Both the Principal and the Agent should read the full document carefully before initialing or signing. The Principal and the Agent should fully understand what powers are being granted to the Agent and what restrictions, if any, exist.

Read each paragraph carefully. If you decide to give your Agent the power described in the paragraph, initial your name at the end of the paragraph.

If you do not wish to give your Agent the power described in a paragraph, strike through and initial the paragraph or any line within a paragraph.

#### HOW DO I EXECUTE THE DOCUMENT?

Two adult witnesses must watch you sign your name on the document. At least one witness cannot be the Principal's spouse or blood relative. After they witness you signing your name, the witnesses must sign their names.

This document does not need to be notarized unless real property transactions such as leasing, selling, or mortgaging of property are authorized.

#### THIS DOCUMENT REFLECTS THE WISHES OF THE PRINCIPAL.

Do not let anyone pressure you into making a financial power of attorney, naming an Agent, or granting a power unless it is your choice.

If you do not understand any portion of this document, you should ask a lawyer to explain it to you.

## FINANCIAL POWER OF ATTORNEY

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

State of Georgia

I, \_\_\_\_\_, (hereinafter "Principal"), a resident of \_\_\_\_\_ County, Georgia, do hereby constitute and appoint \_\_\_\_\_ my true and lawful attorney-in-fact (hereinafter "Agent") for me and give such person the power(s) specified below to act in my name, place, and stead in any way which I, myself, could do if I were personally present with respect to the following matters:

(Directions: To give the Agent the powers described in paragraphs 1 through 13, place your initials on the blank line at the end of each paragraph. If you DO NOT want to give a power to the Agent, strike through the paragraph or a line within the paragraph and place your initials beside the stricken paragraph or stricken line. The powers described in any paragraph not initialed or which has been struck through will not be conveyed to the Agent. Both the Principal and the Agent must sign their full names at the end of the last paragraph.)

1. Bank and Credit Union Transactions: To make, receive, sign, endorse, execute, acknowledge, deliver, and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. \_\_\_\_\_

2. Payment Transactions: To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill or exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. \_\_\_\_\_

Note: If you initial paragraph 3 or paragraph 4 which follow, a notarized signature will be required on behalf of the Principal.

3. Real Property Transactions: To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situate in the State of Georgia, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to

me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt. \_\_\_\_\_

4. Personal Property Transactions: To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of Georgia or any applicable state, or otherwise hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper. \_\_\_\_\_

5. Stock and Bond Transactions: To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me. \_\_\_\_\_

6. Safe Deposits: To have free access at any time or times to any safe-deposit box or vault to which I might have access. \_\_\_\_\_

7. Borrowing: To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. \_\_\_\_\_

8. Business Operating Transactions: To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in. \_\_\_\_\_

9. Insurance Transactions: To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts. \_\_\_\_\_

10. Disputes and Proceedings: To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm,

corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper. \_\_\_\_\_

11. Hiring Representatives: To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper. \_\_\_\_\_

12. Tax, Social Security, and Unemployment: To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.  
\_\_\_\_\_

13. Broad Powers: Without, in any way, limiting the foregoing, generally to do, execute, and perform any other act, deed, matter, or thing whatsoever, that should be done, executed, or performed, including, but not limited to, powers conferred by [Code Section 53-12-232](#) of the Official Code of Georgia Annotated, or that in the opinion of my Agent, should be done, executed, or performed, for my benefit or the benefit of my property, real or personal, and in my name of every nature and kind whatsoever, as fully and effectually as I could do if personally present. \_\_\_\_\_

14. Effective Date: This document will become effective upon the date of the Principal's signature unless the Principal indicates that it should become effective at a later date by completing the following, which is optional.

The powers conveyed in this document shall not become effective until the following time or upon the occurrence of the following event or contingency:

\_\_\_\_\_  
\_\_\_\_\_

Note: The Principal may choose to designate one or more persons to determine conclusively that the above-specified event or contingency has occurred. Such person or persons must make a written declaration under penalty of false swearing that such event or contingency has occurred in order to make this document effective. Completion of this provision is optional.

The following person or persons are designated to determine conclusively that the above-specified event or contingency has occurred:

\_\_\_\_\_

Signed: \_\_\_\_\_

Principal

\_\_\_\_\_

Agent

It is my desire and intention that this power of attorney shall not be affected by my subsequent disability, incapacity, or mental incompetence. However, I understand that it shall be revoked and the Agent's power canceled in the event a guardian is appointed for my property. As long as no such guardian is appointed, any and all acts done by the Agent pursuant to the powers conveyed herein during any period of my disability, incapacity, or mental incompetence shall have the same force and effect as if I were not disabled, incapacitated, or mentally incompetent.

I may, at any time, revoke this power of attorney, and it shall be canceled by my death. Otherwise, unless a guardian is appointed for my property, this power of attorney shall be deemed to be in full force and effect as to all persons, institutions, and organizations which shall act in reliance thereon prior to the receipt of written revocation thereof signed by me and prior to my death.

I do hereby ratify and confirm all acts whatsoever which my Agent shall do, or cause to be done, in or about the premises, by virtue of this power of attorney.

All parties dealing in good faith with my Agent may fully rely upon the power of and authority of my Agent to act for me on my behalf and in my name, and may accept and rely on agreements and other instruments entered into or executed by the agent pursuant to this power of attorney.

This instrument shall not be effective as a grant of powers to my Agent until my Agent has executed the Acceptance of Appointment appearing at the end of this instrument. This instrument shall remain effective until revocation by me or my death, whichever occurs first.

Compensation of Agent. (Directions: Initial the line following your choice.)

1. My Agent shall receive no compensation for services rendered. \_\_\_\_\_
2. My Agent shall receive reasonable compensation for services rendered. \_\_\_\_\_
3. My Agent shall receive \$\_\_\_\_\_ for services rendered. \_\_\_\_\_



ACCEPTANCE OF APPOINTMENT

I, \_\_\_\_\_ (print name), have read the foregoing Power of Attorney and am the person identified therein as Agent for \_\_\_\_\_ (name of grantor of power of attorney), the Principal named therein. I hereby acknowledge the following:

I owe a duty of loyalty and good faith to the Principal, and must use the powers granted to me only for the benefit of the Principal.

I must keep the Principal's funds and other assets separate and apart from my funds and other assets and titled in the name of the Principal. I must not transfer title to any of the Principal's funds or other assets into my name alone. My name must not be added to the title of any funds or other assets of the Principal, unless I am specifically designated as Agent for the Principal in the title.

I must protect, conserve, and exercise prudence and caution in my dealings with the Principal's funds and other assets.

I must keep a full and accurate record of my acts, receipts, and disbursements on behalf of the Principal, and be ready to account to the Principal for such acts, receipts, and disbursements at all times. I must provide an annual accounting to the Principal of my acts, receipts, and disbursements, and must furnish an accounting of such acts, receipts, and disbursements to the personal representative of the Principal's estate within 90 days after the date of death of the Principal.

I have read the Compensation of Agent paragraph in the Power of Attorney and agree to abide by it.

I acknowledge my authority to act on behalf of the Principal ceases at the death of the Principal.

I hereby accept the foregoing appointment as Agent for the Principal with full knowledge of the responsibilities imposed on me, and I will faithfully carry out my duties to the best of my ability.

Dated: \_\_\_\_\_, \_\_\_\_\_.

(Signature) \_\_\_\_\_

(Address) \_\_\_\_\_

Note: A notarized signature is not required unless the Principal initialed paragraph 3 or paragraph 4 regarding property transactions.

I, \_\_\_\_\_, a Notary Public, do hereby certify that \_\_\_\_\_ personally appeared before me this date and acknowledge the due execution of the foregoing Acceptance of Appointment.

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Notary Public