HOUSE BILL No. 5196


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:

1 ARTICLE 1

2 GENERAL PROVISIONS AND POWERS

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

4 Sec. 102. As used in this act:
1. (a) "Agent" means a person granted authority to act for a principal under a power of attorney and includes the original agent and any co-agent or successor agent.

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

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

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

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

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

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

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

9. (i) "Record" means information that is inscribed on a
tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

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

(i) Execute or adopt a tangible symbol.

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

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

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

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

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

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

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

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

(f) A power created for a governmental purpose on a form prescribed by a government or governmental subdivision, agency,
or other instrumentality.

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

(a) The individual has actual knowledge of the fact.
(b) The individual has received a notice or notification of the fact.
(c) From all the facts and circumstances known to the individual at the time in question, he or she has reason to know the fact.

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

(3) As used in this section:
(a) "Organization" means a person that is not an individual.
(b) "Reasonable diligence" means the maintenance of and reasonable compliance with reasonable routines for communicating significant information to the individual conducting a transaction. Reasonable diligence does not require an individual
acting for the organization to communicate information unless the 
communication is part of the individual's duties or the 
individual has reason to know of a transaction and that the 
transaction would be materially affected by the information.

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

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

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

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

Sec. 107. (1) A power of attorney executed in another state 
or country is valid and enforceable in this state if its creation 
complied when executed with 1 or more of the following:
(a) The law of the state or country in which the power of attorney was executed.

(b) The law of this state.

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

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

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

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

(2) If, after the execution of a power of attorney, a court appoints a conservator or guardian of the principal's estate, or other fiduciary charged with the management of all of the
principal's property or all of the property with specified
exclusions, the agent is accountable to the conservator,
guardian, or other fiduciary as well as to the principal. The
agent's authority continues until limited, suspended, or
terminated by the court.

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

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

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

(4) A person authorized by the principal to determine that
the principal is incapacitated may act as the principal's personal representative under sections 1171 through 1179 of the social security act, 42 USC 1320d to 1320d-8, or similar provisions later enacted, and applicable regulations, to obtain access to the principal's health care information and communicate with the principal's health care provider or physician.

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

(a) The principal dies.
(b) The principal becomes incapacitated, if the power of attorney is not durable.
(c) The principal revokes the power of attorney or terminates the agent's authority.
(d) The agent dies or is adjudged incapacitated.
(e) The agent resigns under section 118.
(f) Proceedings are commenced for the legal separation or divorce of the principal and agent or annulment of the principal and agent's marriage.
(g) The date arrives on which the power of attorney states that it will terminate.
(h) An event that under the power of attorney terminates it.
(i) The purpose of the power of attorney is accomplished.

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

(3) Termination of the agent's authority, revocation of the
power of attorney by the principal, or death of the principal
does not terminate the agency as to an agent or other person
that, without knowledge of the termination, revocation, or death,
acts in good faith under the power of attorney. An act so
performed, unless otherwise invalid or unenforceable, binds the
principal and successors in interest of the principal.

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

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

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

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

(c) If a vacancy occurs in 1 or more of the designations of
agent under a power of attorney, the remaining agents may act for
the principal.
(2) A principal may designate 1 or more successor agents to act if an agent resigns, dies, becomes incapacitated, is not qualified to serve, or declines to serve. A principal may grant authority to another person, designated by name, by office, or by function, including an agent, to designate 1 or more successor agents. Unless a power of attorney otherwise provides, a successor agent has the same authority as that initially granted to the agent he or she succeeds.

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

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

Sec. 114. (1) An agent's acceptance of authority under a power of attorney creates an agency. An agent accepts authority under a power of attorney by exercising powers or performing duties as an agent or by any other assertion or conduct indicating acceptance.
(2) Except as otherwise provided in the power of attorney, an agent shall do all of the following:

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

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

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

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

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

(f) Take the principal's estate plan into account to the extent known to the agent and attempt to preserve the plan if consistent with the principal's best interest based on all relevant factors, including the principal's foreseeable obligations and need for maintenance; minimization of income, estate, inheritance, generation-skipping transfer, or gift taxes; and eligibility for public benefits or assistance under a statute or governmental regulation.
(3) An agent is not liable to a beneficiary of the principal's estate plan for failure to preserve the plan unless the agent acts in bad faith.

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

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

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

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

(8) Except as otherwise provided in the power of attorney, an agent is not required to disclose receipts, disbursements, or transactions conducted on behalf of the principal unless ordered by a court or requested by the principal; a guardian, conservator, or other fiduciary appointed for the principal; a governmental agency that has authority to protect the welfare of the principal; or, on the death of the principal, the personal
representative or successor in interest of the principal's estate. If so requested, the agent shall comply within 30 days or provide a writing or other record substantiating why additional time is needed and shall comply within an additional 30 days.

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

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

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

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

(a) The principal or the agent.

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

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

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

(e) A person named as a beneficiary to receive any property, benefit, or contractual right on the principal's death or as a beneficiary of a trust created by or for the principal.
(f) A governmental agency that has regulatory authority to protect the welfare of the principal.

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

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

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

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

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

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

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

Sec. 119. (1) A person that in good faith accepts an agent's
authority, without knowledge that the agent's authority has been
terminated, a power of attorney has been terminated or is
invalid, or the agent is exceeding or improperly exercising the
agent's powers, is protected from liability as if the power of
attorney were still in effect and valid and the agent had
properly exercised the power.

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

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

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

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

(2) A person that refuses to accept the authority of an
agent to exercise a power granted under a power of attorney is
not liable under subsection (1) if 1 or more of the following
apply:

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

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

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

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

Sec. 121. Unless displaced by a particular provision of this
act, the principles of law and equity, including the law relative
to capacity to contract, principal and agent, estoppel, fraud,
misrepresentation, duress, coercion, mistake, ratification,
bankruptcy, and other validating or invalidating cause,
supplement the provisions of this act.
ARTICLE 2

POWERS

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

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

(a) Create, modify, or revoke an inter vivos trust.
(b) Make a gift.
(c) Create or change rights of survivorship.
(d) Designate or change the designation of a beneficiary.
(e) Create in the agent or a person customarily supported by the agent an interest in the principal's property through gift, survivorship, or beneficiary designation.
(f) Delegate to another person the authority granted under the power of attorney.
(g) Disclaim property, including a power of appointment.

(3) Authority to make a gift is also subject to section 217 unless otherwise modified by the terms of the power of attorney.
(4) With the exception of powers granted under subsection (2), if powers granted in a power of attorney are similar or overlap, the broadest power controls.

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

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

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

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

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

Sec. 203. By executing a power of attorney that incorporates by reference a power described in sections 204 to 218, except as
otherwise modified in the power of attorney, the principal 
authorizes the agent with respect to that subject to do all of 
the following: 

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

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

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

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

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

(f) Engage, compensate, and discharge an attorney, 
accountant, expert witness, or other assistant.
(g) Keep appropriate records of each transaction, including an accounting of receipts and disbursements.

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

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

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

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

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

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

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

(b) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, retain title for security, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options
concerning, lease, sublease, or otherwise dispose of an interest in real property or a right incident to real property.

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

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

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

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

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

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

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

(f) Participate in a reorganization with respect to real property or a person other than an individual that owns an interest in or right incident to real property and receive and hold, directly or indirectly, shares of stock or obligations or other evidences of ownership or debt received in a plan of reorganization, and act with respect to them, including all of the following:
(i) Selling or otherwise disposing of them.
(ii) Exercising or selling an option, conversion, or similar right with respect to them.
(iii) Voting them in person or by proxy.

(g) Change the form of title of an interest in or right incident to real property.
(h) Dedicate to public use, with or without consideration, easements or other real property in which the principal has, or claims to have, an interest.

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

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

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

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

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

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principal, including any of the following:

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

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

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

(iv) Moving from place to place.

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

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

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

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

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

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

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

Sec. 207. Language granting power with respect to
transactions concerning commodities and options authorizes the
agent to do all of the following:

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

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

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

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

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

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

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

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

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

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

(h) Borrow money at an interest rate agreeable to the agent
and pledge as security personal property of the principal necessary in order to borrow, pay, renew, or extend the time of payment of a debt of the principal.

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

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

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

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

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

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

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

(i) Perform a duty or discharge a liability and exercise a
right, power, privilege, or option that the principal has, may have, or claims to have, under the partnership agreement or operating agreement, whether or not the principal is a partner in a partnership or member of a limited liability company.

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

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

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

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

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

(ii) Determine the following:

(A) The location of its operation.

(B) The nature and extent of its business.

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

(D) The amount and types of insurance carried.
(E) The mode of engaging, compensating, and dealing with its accountants, attorneys, other agents, and employees.

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

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

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

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

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

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

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

(j) Pay, compromise, or contest taxes or assessments and perform any other act that the agent considers desirable to protect the principal from illegal or unnecessary taxation,
fines, penalties, or assessments with respect to a business,
including attempts to recover, in any manner permitted by law,
money paid before or after the execution of the power of
attorney.

Sec. 210. Language granting power with respect to insurance
and annuities authorizes the agent to do all of the following:
(a) Continue, pay the premium or assessment on, modify,
rescind, release, or terminate a contract procured by or on
behalf of the principal which insures or provides an annuity to
either the principal or another person, whether or not the
principal is a beneficiary under the contract.
(b) Procure new, different, and additional contracts of
insurance and annuities for the principal and the principal's
spouse, children, and other dependents, and select the amount,
type of insurance or annuity, and mode of payment.
(c) Pay the premium or assessment on, modify, rescind,
release, or terminate a contract of insurance or annuity procured
by the agent.
(d) Apply for and receive a loan on the security of a
contract of insurance or annuity.
(e) Surrender and receive the cash surrender value.
(f) Exercise an election.
(g) Change the manner of paying premiums.
(h) Change or convert the type of insurance or annuity with
respect to which the principal has or claims to have a power
described in this section.
(i) Apply for and procure government aid to guarantee or pay
premiums of a contract of insurance on the life of the principal.

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

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

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

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

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

(c) Initiate, participate in, and oppose litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the principal.
(d) Initiate, participate in, and oppose litigation to remove, substitute, or surcharge a fiduciary.

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

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

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

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

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

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

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

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

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

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

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

Sec. 213. Language granting power with respect to personal
and family maintenance authorizes the agent to do all of the
following:
(a) Perform the acts necessary to maintain the customary standard of living of the principal, the principal's spouse and children, other individuals legally entitled to be supported by the principal, and those individuals who the principal has customarily supported or indicated the intent to support, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes, on premises owned by the principal and occupied by those individuals.

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

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

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

(e) Continue any provision made by the principal, for the individuals described in subdivision (a), for automobiles or other means of transportation, including registering, licensing,
insuring, and replacing them.

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

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

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

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

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

(c) Prepare, file, and prosecute a claim of the principal to
a benefit or assistance, financial or otherwise, to which the
principal claims to be entitled under a statute or governmental regulation.

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

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

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

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

(b) Make voluntary contributions to those plans.

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

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

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

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

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

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

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

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

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

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

(a) The value and nature of the principal's property.
(b) The principal's foreseeable obligations and need for maintenance.

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

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

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

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

ARTICLE 3

STATUTORY FORM POWER OF ATTORNEY

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

STATUTORY FORM POWER OF ATTORNEY

IMPORTANT INFORMATION

This power of attorney authorizes another person, your agent, to make property decisions for you, the principal. Your agent can make decisions and act with respect to your property (including your money) even if you lose capacity to act for yourself. The meaning of powers listed in this document is explained in the uniform power of attorney act. This power of attorney does not authorize the agent to make medical or health care decisions for you.
You should select someone you trust to serve as your agent. The agent's authority will continue until your death unless you revoke the power of attorney or the agent resigns. 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.

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

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

DESIGNATION OF AGENT

I, _________________________________ (principal's full name) of _________________________________ (principal's address) name the following person as my agent:

_________________________________________

_________________________________________

(full name and address of agent)

OPTIONAL DESIGNATION OF SUCCESSOR AGENT(S)
If my agent is unable or unwilling to act for me, I name as my successor agent:

_____________________________________________________

_____________________________________________________

(full name and address of successor agent)

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

_____________________________________________________

_____________________________________________________

(full name and address of second successor agent)

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:

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

- Real Property
- Tangible Personal Property
- Stocks and Bonds
- Commodities and Options
- Banks and Other Financial Institutions
- Operation of Business
- Insurance and Annuities
GRANT OF SPECIFIC AUTHORITY

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

(CAUTION: Granting any of the following powers to your agent 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. INITIAL ONLY the specific powers you WANT to include in the agent's authority.)

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

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

(___) Create or change rights of survivorship

(___) Create or change a beneficiary designation

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

(___) Authorize another person to exercise the agency
authority granted under this power of attorney

(___) Disclaim or refuse an interest in property, including

a power of appointment

SPECIAL INSTRUCTIONS

(On the following lines you may give special instructions

limiting or extending the powers granted to your agent.)

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

EFFECTIVE DATE

This power of attorney is effective immediately unless I have

stated otherwise in the special instructions.

OPTIONAL NOMINATION OF GUARDIAN OR CONSERVATOR

If it becomes necessary for a court to appoint a conservator

or guardian of my estate or person, I nominate the following

person for appointment:

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

(full name and address of nominee)

RELIANCE ON THIS POWER OF ATTORNEY
Any person, including my agent, may rely on the validity of this power of attorney or a copy of it unless that person knows it is terminated or invalid.

SIGNATURE AND ACKNOWLEDGMENT

__________________________________  __________________________
Your signature                      Date

__________________________________
Your name printed

__________________________________

Your address

This document prepared by:

__________________________________
__________________________________

Signed and sworn to before me in ____________ County, Michigan, on ____________, ______ (year).

Notary's Stamp                      Notary's Signature

______________________________  ______________________
(Notary's name, county, acting in county, and date commission)
IMPORTANT INFORMATION FOR AGENT

When you accept the authority granted under this power of attorney a special legal relationship, known as agency, is created between you and the principal. Agency imposes on you 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;
2. act in good faith with care, competence, and diligence for the best interest of the principal;
3. avoid conflicts that would impair your ability to act in the principal's best interest;
4. keep a complete record of all receipts, disbursements, and transactions conducted for the principal;
5. do nothing beyond the authority granted in this power of attorney;
6. preserve the principal's estate plan to the extent you know the plan, unless preserving the estate plan is inconsistent with the principal's best interest; and
7. 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.

If you have special skills or expertise, you must use those special skills and expertise when acting for the principal. You must disclose your identity as an agent whenever you act for the principal.
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

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

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

AGENT'S ACCEPTANCE
(This statement of acceptance may be signed any time after
the principal signs the power of attorney.)

I accept appointment as agent under this power of attorney.

_____________________________  ______________________
Agent's signature          Date

_____________________________
Agent's name printed

_____________________________  ______________________
Successor Agent's signature  Date
Sec. 302. The following optional form may be used by an agent to certify facts concerning a power of attorney.

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

I, ________________________________ (name of agent), certify that ________________________________ (name of principal) signed a power of attorney (a copy of the power of attorney is attached to this certification) on _____________ (date), naming the undersigned as an agent or successor agent.

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

SIGNATURE AND ACKNOWLEDGMENT

___________________________ __________________________
Agent's signature Date
___________________________
Agent's name printed
___________________________
___________________________
Agent's address

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

Notary's Stamp Notary's Signature

___________________________ __________________________
(Notary's name, county, acting in county, and date commission expires)

This document prepared by:

___________________________
___________________________

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

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

Sec. 404. Except as otherwise provided in this act, on the
effective date of this act, all of the following apply:
(a) This act applies to all powers of attorney created
before, on, or after the effective date of this act.
(b) This act applies to all judicial proceedings concerning
powers of attorney commenced on or after the effective date of
this act.
(c) This act applies to judicial proceedings concerning
powers of attorney commenced before the effective date of this
act unless the court finds that application of a particular
 provision of this act would substantially interfere with the
effective conduct of the judicial proceedings or prejudice the
rights of the parties, in which case the particular provision of
this act does not apply and the superseded law applies.
(d) An action taken before the effective date of this act is
not affected by this act.

Enacting section 1. Sections 5501 to 5505 of the estates and
protected individuals code, 1998 PA 386, MCL 700.5501 to
700.5505, are repealed.