Durable Power of Attorney Designation

KEY

All spaces highlighted in yellow should have the name of the person who is designating a POA.

All spaces highlighted in pink should have the name of the person who is accepting the responsibility as the POA.

I, _____, (The Principal) hereby appoint the undersigned as my Durable Power of Attorney. This Durable Power of Attorney is not affected by my (the Principal's) subsequent disability or incapacity or by the lapse of time. I have selected the undersigned as my Durable Power of Attorney, to act on my behalf at all times as my fiduciary and in accordance with my wishes.

1. Except as provided in the durable power of attorney, I must act in accordance with the standards of care applicable to fiduciaries exercising powers under a durable power of attorney. I understand that I must act in the best interest of the Principal at all times.

2. I must take reasonable steps to follow the instructions of (the Principal).

3. On the request of _____, (the Principal) I must keep _____ (the Principal) informed of my actions. I understand that I must keep a record and written receipts for all money I spend indicating what the money was for and who I paid the money to. I agree to get receipts from anybody to whom I pay cash to and will have them signed them by that person. I must provide an accounting to _____ (the Principal) upon the request of the principal; or to a guardian or conservator appointed on behalf of the principal, upon the request of said appointed guardian or conservator; or pursuant to judicial order.

4. I cannot give any gifts from _____'s (the Principal's) property, money or other assets or possessions, unless specifically authorized to do so in the durable power of attorney or by judicial order.

5. Unless provided in the durable power of attorney or by judicial order, I, while acting as attorney in fact, will not create an account or other asset in joint tenancy between the principal and me. If it is provided in the durable power of attorney or by judicial order, I understand that it is not a gift, but only for convenience, and I will not claim any ownership of the property held in joint tenancy.

6. I must maintain records of my transactions as attorney in fact, including transactions, receipts, disbursements, and investments. Within 30 days of being asked for it, I will give an accounting to a Principal, a fiduciary appointed on behalf of the Principal or the Court to show what money I received, how it was spent and what assets I am holding, if any.

7. I, _____, (the Attorney-in-Fact) may only receive payment for my services under this Durable Power of Attorney if it is reasonable compensation and if it is specifically provided for in this Durable Power of Attorney. If it

is not specifically provided for in this Durable Power of Attorney, I will be unable to receive any compensation for my time and efforts under this agreement.

8. I may be liable for any damage or loss to _____, (the Principal) and may be subject to any other available remedy, for a breach of fiduciary duty owed to the principal. I understand I may have to repay to the Principal the money I lost or spent if I am found liable. The principal may choose to exonerate me of any liability to the principal for a breach of fiduciary duty except for actions committed by me in bad faith or with reckless indifference by adding a specific exoneration clause to this Durable Power of Attorney. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary or confidential relationship to the principal.

9. I may be subject to civil or criminal penalties if I violate my duties to _____. I understand that it is fraud and a crime under Michigan or Saginaw Chippewa Tribal law if I spend any of _____'s money for my own benefit. I understand that I can be held financially responsible for any transaction that is not specifically authorized in the Power of Attorney.

10. In order to adequately comply with all of the above, I understand that I may hire an advisor, attorney, accountant, or other professional as reasonably required and I may pay for the professional's services from the estate of the Principal.

I, _____, (the Principal) hereby appoint _____, as attorney in fact under these terms and not subject to the lapse of time.

Dated: _____ /s/ _____

Witnessed (must be two):

Signature: _____
*Printed Name

Signature: _____
*Printed Name

* Insert person's printed name

On this _____day of _____, _____, , before me personally appeared _____ (the Principal) and _____ (the Attorney in Fact) either known to me or with proper identification, and acknowledged this Appointment of, and Acceptance of Durable Power of Attorney to be his or her free act and deed.

_____
*Notary Signature

Notary Public, _____County, _____State
Acting in _____County
My Commission Expires:

Subscribed and sworn before me, a Federal Corrections Agent authorized to administer oaths and take acknowledgments of inmates.

_____ _____
Corrections Agent authorized by the Date
Act of July 7, 1955, as amended to administer oaths
(18 U.S.C. § 4004)

Acknowledgment and Acceptance of the Attorney-in-fact

I, _____(the Attorney-in-Fact) have been appointed as attorney-in-fact for _____ (the Principal) under a durable power of attorney dated_____. By signing this document, I acknowledge that if and when I act as attorney-in-fact, all of the following apply and I have the following authority, rights, responsibilities and limitations as provided by law with respect to a Durable Power of Attorney, including but not limited to the following:

1. Except as provided in the durable power of attorney, I must act in accordance with the standards of care applicable to fiduciaries acting under durable powers of attorney.

2. I must take reasonable steps to follow the instructions on the principal.

3. Upon request of the principal, I must keep the principal informed of my actions. I must provide an accounting to the principal upon request of the principal; to a guardian or conservator appointed on behalf of the principal, upon a request of that guardian or conservator appointed on behalf of the principal; or pursuant to a judicial order.

4. I cannot take a gift from the principal's property, unless provided for in the durable power of attorney or by judicial order.

5. Unless provided in the durable power of attorney or by judicial order, I, while acting as attorney-in-fact, shall not create an account or other asset in joint tenancy between the principal and me.

6. I must maintain records of my transactions as attorney-in-fact, including receipts, disbursements, and investments.

7. I may be liable for any damages or losses to the principal , and may be subject to any other available remedy, for breach of fiduciary duty owed to the principal. In the durable power of attorney, the principal may exonerate me or any liability to the principal for breach of fiduciary duty except for actions committed by me in bad faith or with reckless indifference. An exoneration clause is not enforceable if inserted as the result of my abuse of a fiduciary or confidential relationship to the principal.

8. I may be subject to civil or criminal penalties if I violate my duties to the principal.

Dated: _____ /s/ _____

Witnessed:

Signature: _____
*Printed Name

Signature: _____
*Printed Name

* Insert person's printed name

On this _____day of _____, _____, , before me personally appeared _____, (the Principal) and _____, (the Attorney in Fact) either known to me or with proper identification, and acknowledged this Appointment of, and Acceptance of Durable Power of Attorney to be his or her free act and deed.

_____
*Notary Signature

Notary Public, _____County, _____State
Acting in _____County
My Commission Expires: