

# NEW YORK GENERAL POWER OF ATTORNEY

## CAUTION TO THE PRINCIPAL:

Your Power of Attorney is an important document. As the "Principal," you may give the person whom you choose (your "Agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your Agent similar authority.

When your Agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your Agent's responsibilities.

Your Agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your Agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior Agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an Agent for acting improperly.

Your Agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, [www.nysenate.gov](http://www.nysenate.gov) or [www.nyassembly.gov](http://www.nyassembly.gov).

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

**DESIGNATION OF AGENT(S)**

I, \_\_\_\_\_, hereby appoint:

\_\_\_\_\_  
Name and Address of Principal

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, as my Agent(s)

\_\_\_\_\_

Name(s) and Address(es) of Agent(s)

If you designate more than one Agent above, and you do not initial the statement below, they must act together.

(\_\_\_\_\_) My Agents may act SEPARATELY.

**DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)**

If any Agent designated above is unable or unwilling to serve, I appoint as my successor agent(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name(s) and Address(es) of Successor Agent(s)

If you do not initial the statement below, Successor Agents designated above must act together.

(\_\_\_\_\_) My Successor Agents may act SEPARATELY.

You may provide for specific succession rules in this section. Insert specific succession provisions here:

\_\_\_\_\_

\_\_\_\_\_

**EFFECTIVE DATE AND TERMINATION**

To indicate when this Power of Attorney shall become effective, initial **ONE** of the following:

(\_\_\_\_\_) Upon the date of this Power of Attorney and with my authorization.

(\_\_\_\_\_) The following date: \_\_\_\_\_



To indicate when this Power of Attorney shall terminate, initial **ALL** of the following that apply:

- ( \_\_\_\_\_ ) On the following date: \_\_\_\_\_.
- ( \_\_\_\_\_ ) When I draft and execute a written revocation of this Power of Attorney.
- ( \_\_\_\_\_ ) If and when I become incapacitated and unable to make decisions as determined by a physician.

**THIS POWER OF ATTORNEY DOES NOT REVOKE** any Powers of Attorney previously executed by me unless I have stated otherwise below, under "Modifications."

## GRANT OF AUTHORITY

To grant your Agent some or all of the authority below, either:

- 1) Initial the bracket at each authority you grant, or
- 2) Write or type the letters for each authority you grant on the blank line at (P), and initial the bracket at (P). If you initial (P), you do not need to initial the other lines.

I grant authority to my Agent(s) with respect to the following subjects as defined in sections 5-1502A through 5-1502N of the New York General Obligations Law:

- (A) real estate transactions;
- (B) chattel and goods transactions;
- (C) bond, share, and commodity transactions;
- (D) banking transactions;
- (E) business operating transactions;
- (F) insurance transactions;
- (G) estate transactions;
- (H) claims and litigation;
- (I) personal and family maintenance. If you grant your Agent(s) this authority, it will allow the Agent(s) to make gifts that you customarily have made to individuals, including the Agent(s), and charitable organizations. The total amount of all such gifts in any one calendar year cannot exceed five thousand dollars;
- (J) benefits from governmental programs or civil or military service;
- (K) financial matters related to health care; records, reports, and statements;
- (L) retirement benefit transactions;
- (M) tax matters;
- (N) all other matters;
- (O) full and unqualified authority to my Agent(s) to delegate any or all of the foregoing powers to any person or persons whom my Agent(s) select;
- EACH of the matters identified by the following letters:

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**You need not initial the other lines if you initial line (P).**

### MODIFICATIONS (OPTIONAL)

In this section, you may make additional provisions, including, but not limited to, language to limit or supplement authority granted to your Agent(s), language to grant your Agent(s) the specific authority to make gifts to himself or herself, and/or language to grant your Agent(s) the specific authority to make other gift transactions and/or changes to interests in your property. Your Agent(s) is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. In this section, you may make additional provisions if you ALSO wish your Agent(s) to be compensated from your assets for services rendered on your behalf, and you may define "reasonable compensation."

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### DESIGNATION OF MONITOR(S) (OPTIONAL)

If you wish to appoint monitor(s), initial and fill in the section below.

(\_\_\_\_\_) I wish to designate:

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, as Monitor(s)

Name(s) and Address(es) of Monitor(s)

Upon the request of the Monitor(s), my Agent(s) must provide the Monitor(s) with a copy of the Power of Attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the Monitor(s) upon request.

### COMPENSATION OF AGENT(S)

Your Agent(s) is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your Agent(s) to be compensated from your assets for services rendered on your behalf, and/or you wish to define "reasonable compensation," you may do so above, under "Modifications."

(\_\_\_\_\_) My Agent(s) shall be entitled to reasonable compensation for services rendered.



### **CERTAIN GIFT TRANSACTIONS (OPTIONAL)**

In order to authorize your Agent(s) to make gifts in excess of an annual total of \$5,000 for all gifts described in (I) of the grant of authority section of this document (under personal and family maintenance), and/or to make changes to interest in your property, you must expressly grant that authorization in the Modifications section above. If you wish to authorize your Agent(s) to make gifts to himself or herself, you must expressly grant such authorization in the Modifications section above. Granting such authority to your Agent(s) gives your Agent(s) the authority to take actions which could significantly reduce your property and/or change how your property is distributed at your death. Your choice to grant such authority should be discussed with a lawyer.

(\_\_\_\_\_) I grant my Agent(s) authority to make gifts in accordance with the terms and conditions of the Modifications that supplement this Power of Attorney.

### **ACCEPTANCE BY THIRD PARTIES**

I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

**(SIGNATURES FOLLOW ON THE NEXT PAGES)**

**SIGNATURE AND ACKNOWLEDGMENT**

IN WITNESS WHEREOF, I have hereunto signed my name on \_\_\_\_\_.

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Full Name of Principal

**NOTARY ACKNOWLEDGMENT OF PRINCIPAL'S SIGNATURE:**

STATE OF NEW YORK )

) ss.

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

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

\_\_\_\_\_  
Notary Printed Name

\_\_\_\_\_  
Title or Office

\_\_\_\_\_  
My Commission Expires



**SIGNATURES OF SUBSCRIBING WITNESSES:**

By signing as a witness, I acknowledge that the Principal signed the Power of Attorney in my presence and in the presence of the other witness, or that the Principal acknowledged to me that the Principal's signature was affixed by him or her or at his or her direction. I also acknowledge that the Principal has stated that this Power of Attorney reflects his or her wishes and that he or she has signed it voluntarily. I am not named herein as an Agent or as a permissible recipient of gifts.

**FIRST WITNESS**

**SECOND WITNESS**

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Print Name

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Print Name

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Address

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Address

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City & State

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City & State

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Signature of First Witness

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Signature of Second Witness

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Date

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Date





## IMPORTANT INFORMATION FOR THE AGENT(S)

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 on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- 1) act according to any instructions from the Principal, or, where there are no instructions, in the Principal's best interest;
- 2) avoid conflicts that would impair your ability to act in the Principal's best interest;
- 3) keep the Principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- 4) keep a record of all transactions conducted for the Principal or keep all receipts of payments and transactions conducted for the Principal; and
- 5) disclose your identity as an Agent whenever you act for the Principal by writing or printing the Principal's name and signing your own name as "Agent" in either of the following manners: (Principal's Name) by (your signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the Principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the Principal has specifically granted you that authority in the modifications section of Power of Attorney. If you have that authority, you must act according to any instructions of the Principal or, where there are no such instructions, in the Principal's best interest.

You may resign by giving written notice to the Principal and to any co-Agent, Successor Agent(s), Monitor(s), if one has been named in this document, or the Principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

### Liability of Agent(s):

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

**AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT**

It is not required that the Principal and the Agent(s) sign at the same time, nor that multiple Agents sign at the same time. **(Please use a separate copy of this Signature and Acknowledgement page for each Agent appointed above.)**

I, \_\_\_\_\_, have read the foregoing Power of Attorney. I am the person identified therein as Agent for the Principal named therein.

I acknowledge my legal responsibilities.

IN WITNESS WHEREOF, I have hereunto signed my name on \_\_\_\_\_.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Full Name of Agent

**NOTARY ACKNOWLEDGMENT OF AGENT'S SIGNATURE:**

STATE OF NEW YORK )

) ss.

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

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

\_\_\_\_\_  
Notary Printed Name

\_\_\_\_\_  
Title or Office

\_\_\_\_\_  
My Commission Expires





**THIS DOCUMENT WAS PREPARED BY:**

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**Full Name of Preparer**

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**Address**

**City**

**State**

**Zip**

This space intentionally left blank



# **SCHEDULE A**

## **REAL PROPERTY SPECIFICALLY COVERED BY THIS POWER OF ATTORNEY**

Property included and/or excluded from this Power of Attorney:

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