

Instructions & Checklist

Pennsylvania General Power of Attorney

- This package contains (1) Instructions & Checklist for General Power of Attorney; (2) Information for General Power of Attorney; (3) General Power of Attorney
- This General Power of Attorney becomes effective immediately and remains effective until the death of the Grantor or until the Grantor becomes disabled or incapacitated.
- The Principal (i.e. the person granting the power of Attorney) must be mentally competent. In Pennsylvania, if the Power of Attorney is executed by mark (when the Principal is incapable of signing) or by another individual (at the direction of the Principal), then it shall be witnessed by two individuals, each of whom is 18 years of age or older. A witness shall not be the individual who signed the power of attorney on behalf of and at the direction of the principal. Furthermore, witnesses should not be related by blood or marriage to the Principal, Agent or Notary. Although not necessary, signing the document before a Notary is suggested. Notarization will also allow the Power of Attorney to be recorded as a public record, if necessary.
- The Principal must also sign the “Notice to Principal” at the beginning of the Power of Attorney document.
- The Agent (i.e. Attorney in Fact) will have to sign the Acknowledgement at the bottom of the Power of Attorney document. The Agent shall exercise the powers for the benefit of the Principal. The Agent shall keep separate the assets of the Principal from those of the Agent. The Agent shall exercise reasonable caution and prudence. The Agent shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the Principal.
- The Principal should keep the original document, as well as a copy. The Agent should have access to the original document as needed. The Agent could also have an original document (i.e. with original signatures). The Agent should be prepared to make copies for different transactions he undertakes.
- The Principal should be careful in instructing the Agent (or attorney-in-fact) as to the tasks the Agent should complete. The Grantor should also be very careful in the selection of the Agent. The powers granted by this document are very broad and sweeping, as the Agent has the power to handle business and legal matters on the Principal’s behalf.
- These forms are not intended and are not a substitute for legal advice. These forms should only be a starting point for you and should not be used without consulting with an attorney first. An Attorney should be consulted before negotiating any document with another party.

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Information

General Power of Attorney

A General Power of Attorney allows a natural “mentally” competent person (called the “Principal” or “Grantor”) to authorize someone else (called the “Agent” or “Attorney-In-Fact”) to act on his or her behalf. This particular Form becomes effective immediately and remains effective until the death of the Grantor or until the Grantor becomes disabled or incapacitated.

Note that the word "attorney" is not used here to mean "lawyer". The person acting as the Attorney-In-Fact for the Principal does not need to be a lawyer. Almost anyone can be appointed an Attorney-In-Fact by a power of attorney. The Agent should be a competent adult. A Power of Attorney is a “powerful” instrument and should be granted with care. Any action undertaken by the Agent, within the scope of the Power of Attorney document, will be legally binding upon the Grantor. The Grantor can revoke a General Power of Attorney at any time.

A General Power of Attorney should always be notarized, even if your state does not require it, especially if the Agent will be dealing with any real property. Notarization will make it more difficult for any third party to challenge the validity of the Power of Attorney and will allow the General Power of Attorney to be recorded as a public record, if necessary.

Although, some states don't require that a General Power of Attorney be witnessed, it is always a very good idea to do so.

Another type of Power of Attorney, called a Durable Power of Attorneys (available at findlegalforms.com as well), stays in effect even if the Grantor later becomes disabled or incapacitated.

Please note that this information is not intended as and is not a substitute for legal advice. Furthermore, this information is general information that is not state specific. Whenever appropriate, the instructions included with the forms packages offered for sale, generally include state specific instructions.

CAUTION!

PRINCIPAL: The Powers granted by this power of attorney document are broad and sweeping. Before signing this document, consider its consequences. You (“principal”) are providing another person (“agent”) with the power to handle business and legal matters on your behalf, including the power to sell, mortgage or dispose of your property. Any such action undertaken by your agent, within the scope of this power of attorney document, is legally binding upon you. If you have any questions about these powers, obtain competent legal advice. This document does not authorize anyone to make medical and other health-care decisions for you. You may revoke this power of attorney if you later wish to do so.

AGENT: By accepting or acting under the appointment, the agent assumes the fiduciary and other legal responsibilities of an agent.

PENNSYLVANIA GENERAL POWER OF ATTORNEY

NOTICE TO PRINCIPAL / GRANTOR:

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST KEEP YOUR FUNDS SEPARATE FROM YOUR AGENT'S FUNDS.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA.C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.

Signature of Principal / Grantor

Date

Name of Principal / Grantor

KNOW ALL PERSONS BY THESE PRESENTS:

I, _____ (“Principal”) maintaining an address at
_____ do hereby make and appoint
_____ (“Agent”) maintaining an address at:
_____ my true and lawful
attorney-in-fact for me and in my name, and in my behalf.

My Agent shall have full power and authority to perform any act, power, duty, legal right or obligation whatsoever that I now have or may later acquire in connection with or relating to any person, item, transaction, thing, business, property, real or personal, tangible or intangible, or matter whatsoever as I could do if personally present. I hereby ratify and confirm all acts that my Agent, or my Agent’s substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights hereby granted. My Agent’s powers and authority shall empower him (her) to do any or all of the following, each of which is defined in 20 Pa.C.S.A.5603 (relating to implementation of power of attorney):

1. “To make limited gifts.”
2. “To create a trust for my benefit.”
3. “To make additions to an existing trust for my benefit.”
4. “To claim an elective share of the estate of my deceased spouse.”
5. “To disclaim any interest in property.”
6. “To renounce fiduciary positions.”
7. “To withdraw and receive the income or corpus of a trust.”
8. “To authorize my admission to a medical, nursing, residential or similar facility and to enter into agreements for my care.”
9. “To authorize medical and surgical procedures.”
10. “To engage in real property transactions.”
11. “To engage in tangible personal property transaction.”
12. “To engage in stock, bond and other securities transactions.”
13. “To engage in commodity and option transactions.”
14. “To engage in banking and financial transactions.”
15. “To borrow money.”
16. “To enter safe deposit boxes.”
17. “To engage in insurance transactions.”
18. “To engage in retirement plan transactions.”
19. “To handle interests in estates and trusts.”
20. “To pursue claims and litigation.”
21. “To receive government benefits.”
22. “To pursue tax matters.”
23. “To make an anatomical gift of all or part of my body.”

This General Power of Attorney and the rights, powers, and authority of my Agent shall become effective immediately upon execution of this instrument. The rights, powers, and authority of this document shall remain in full force and effect thereafter until my death or until my disability or incapacity.

As used herein, "disability" or "incapacity" shall mean a lack of capacity to receive and evaluate information effectively, to communicate decisions, and/or to manage my financial resources and affairs properly.

My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney. If desired, my Agent shall also be entitled to reasonable compensation for any services provided as my Agent

If so requested by myself or any authorized personal representative or fiduciary acting on my behalf, my Agent shall provide an accounting for all funds handled and all acts performed as my Agent.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific terms, rights, acts or powers are not intended to restrict or limit the definition or scope of powers granted herein in any manner. If any part of this document is held to be invalid, illegal or unenforceable under applicable law, then the remaining unaffected parts of the document shall still remain in full force and effect and not be affected by any partial invalidity.

No person needs to inquire as to the reasons for the use or issuance of this power-of-attorney or as to the disposition of any proceeds paid to my Agent based on this document.

The powers granted to my Agent by this power-of-attorney are limited to the extent necessary to prevent (a) my income to be taxable to my Agent; (b) my Agent to have any rights or ownership with respect to any life insurance policies I may own on the life of my Agent; and/or (c) my assets to be subject to a general power of appointment by my Agent.

Any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. If this General Power of Attorney is terminated by operation of law, any person relying in good faith on the authority of this document, without notice of such termination, shall be held harmless.

Agent shall not be liable for losses resulting from judgment errors made in good faith. However, Agent will be liable for breach of fiduciary duty, failure to act in good faith and/or willful misconduct, while acting under the authority of this Power of Attorney.

I may revoke this Power of Attorney at any time by providing written notice to my Agent.

Signed on _____ (date), at _____ (city), Pennsylvania.

Signature of Principal

Witness Signature: _____
Name: _____
City: _____
State: _____

Witness Signature: _____
Name: _____
City: _____
State: _____

State of PENNSYLVANIA)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ (name of Principal), who is personally known to me or who has produced _____ as identification.

Signature of person taking acknowledgment
(Notary Public)

Name typed, printed, or stamped

Acknowledgment by Agent

I, _____, have read the attached power of attorney and am the person identified as the Agent for the Principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in 20 Pa.C.S. when I act as agent:

I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Signature of Agent

Date

20 Pa.C.S.A. Section 5606 states that an affidavit executed by the agent under a power of attorney stating that he did not have at the time of exercise of the power actual knowledge of the termination of the power by revocation, death or, if applicable, disability or incapacity or the filing of an action in divorce and that, if applicable, the specified future time or contingency has occurred, is conclusive proof of the nonrevocation or nontermination of the power at that time and conclusive proof that the specified time or contingency has occurred.