

**MASTER FINICIAL POA SHORT FORM
USE FOR ILLISTRATION PURPOSES ONLY**

FINANCIAL POWER OF ATTORNEY FOR

(insert full name of Principal)

[Master Financial POA Short Form – Updated 4/18/12]

[Complete, edit or delete all *(italics)* as applicable]

[Have the Client initial all as applicable]

[Delete or edit any Articles, sentences, or phrases which do not apply]

STATE OF GEORGIA

COUNTY OF *(insert County where POA is signed)*

ARTICLE 1 - INTRODUCTION

I, *(insert name of Principal)* (hereinafter “Principal”), a resident of *(insert county of residence)*, Georgia, hereby appoint *(insert name of Agent)* as my true and lawful attorney (“Agent”) and give such person the power(s) specified below to act in my name, place, and stead in any way which I, myself, could do if I were personally present with respect to the following matters:

ARTICLE 2 - POWERS

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

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

2.3 *(Initials)* **Safe Deposits:** To have free access at any time or times to any safe-deposit box or vault to which I might have access.

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

2.5 *(Initials)* **Tax, Social Security, and Unemployment:** To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational

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returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

2.6 [redacted] (*Initials*) **Broad Powers:** Without, in any way, limiting the foregoing, generally to do, execute, and perform any other act, deed, matter, or thing whatsoever, that should be done, executed, or performed, including, but not limited to, powers conferred by *O.C.G.A. §§ 53-12-261 and 263*, or that in the opinion of my Agent, should be done, executed, or performed, for my benefit or the benefit of my property real or personal, and in my name of every nature and kind whatsoever, as fully and effectually as I could do if personally present.

ARTICLE 3 - EFFECTIVE DATE

3.1 The powers conveyed by this Financial POA shall become effective immediately.

(Or)

3.2 The powers conveyed by this Financial POA shall not become effective until **(insert date)**.

(Or)

3.3 The powers conveyed by this Financial POA shall not become effective until the occurrence of the following event or contingency **(insert event or contingency)**.

- a. I appoint **(name of decision maker)** to determine conclusively that the above-specified event or contingency has occurred:

ARTICLE 4 – SUCCESSOR AGENT(S)

If my Agent is unable or unwilling to serve, I appoint **(insert name of successor agent)**, as Successor Agent.

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ARTICLE 5- MISCELLANOUS

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

5.2 I may, at any time, revoke this Financial POA, and it shall be canceled by my death. Otherwise, unless a Guardian or Conservator is appointed on my behalf, this Financial POA shall be deemed to be in full force and effect as to all persons, institutions, and organizations which shall act in reliance thereon prior to the receipt of written revocation thereof signed by me and prior to my death.

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

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

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

ARTICLE 6 - COMPENSATION

6.1 My Agent shall receive no compensation for services rendered.

(Or)

6.2 My Agent shall receive reasonable compensation for services rendered.

(Or)

6.3 My Agent shall receive \$ **(insert amount)** for services rendered.

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IN WITNESS WHEREOF, I have hereunto set my hand and seal this (insert date of execution) day of (insert month of execution), 2012.

_____(SEAL)
(insert full name of Principal), Principal

(insert full name of witness), Witness

(insert full name of witness), Witness

Sworn to and subscribed before me by the Principal, (insert full name of Principal) and the witnesses, (insert full name of witness) and (insert full name of witness), this (insert date of execution) day of (insert month of execution), 2012.

(insert name of notary public), Notary Public

[NOTARY SEAL OR STAMP]

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ACCEPTANCE OF APPOINTMENT**

STATE OF GEORGIA

COUNTY OF (insert County where Appointment is signed)

I, (insert name of Agent) am the person identified in the attached Financial POA as the Agent for (insert name of Principal), the Principal named therein and I hereby acknowledge the following duties and responsibilities:

- I owe a duty of loyalty and good faith to the Principal, and must use the powers granted to me only for the benefit of the Principal.
- I must keep the Principal's funds and other assets separate and apart from my own funds and other assets and titled in the name of the Principal.
- I must not transfer title to any of the Principal's funds or other assets into my name alone. My name must not be added to the title of any funds or other assets of the Principal, unless I am specifically designated as Agent for the Principal in the title.
- I must protect, conserve, and exercise prudence and caution in my dealings with the Principal's funds and other assets.
- I must keep a full and accurate record of my acts, receipts, and disbursements on behalf of the Principal, and be ready to account to the Principal for such acts, receipts, and disbursements at all times.
- I must provide an annual accounting to the Principal of my acts, receipts, and disbursements, and must furnish an accounting of such acts, receipts, and disbursements to the personal representative of the Principal's estate within 90 days after the date of death of the Principal.
- I have read the Compensation of Agent paragraph in the Power of Attorney and will abide by it.
- I acknowledge my authority to act on behalf of the Principal ceases at the death of the Principal.
- I hereby accept the foregoing appointment as Agent for the Principal with full knowledge of the responsibilities imposed on me, and I will faithfully carry out my duties to the best of my ability.

(insert full name of Agent), Agent

Sworn to and subscribed before me by the Agent, (insert full name of Agent), this (insert date of execution) day of (insert month of execution), 2012.

(insert name of notary public), Notary Public

[NOTARY SEAL OR STAMP]

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