Maryland | Statutory financial power of attorney

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Read the source statute

"MARYLAND STATUTORY FORM

PERSONAL FINANCIAL POWER OF ATTORNEY

IMPORTANT INFORMATION AND WARNING

You should be very careful in deciding whether or not to sign this document. The powers granted by you (the principal) in this document are broad and sweeping. This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

You need not grant all of the powers listed below. If you choose to grant less than all of the listed powers, you may instead use a Maryland Statutory Form Limited Power of Attorney and mark on that Maryland Statutory Form Limited Power of Attorney which powers you intend to delegate to your attorney-in-fact (the Agent) and which you do not want the Agent to exercise.

You should understand that granting your agent the authority to take actions under this power of attorney may:

(1) Significantly reduce your property and limit your access to your assets;

(2) Change how your property is distributed under your existing estate plans to your heirs or others on your death; or

(3) Result in tax consequences to yourself or others.

This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

You should obtain competent legal advice before you sign this power of attorney if you have any questions about the document or the authority you are granting to your agent.

IMPORTANT INFORMATION FOR AGENT

Simply because you are granted a power of attorney does not mean you should exercise it. You are bound by an utmost duty of loyalty to the interests of the principal. You may not act in your own self-interest. You are further limited by legal duties to the principal that govern your actions.

When exercising the authority granted in this power of attorney, you shall consider the stated intentions of the principal regarding the principal's self-interest, family, estate, and taxes.

DESIGNATION OF AGENT

This section of the form provides for designation of one agent.

If you wish to name coagents, skip this section and use the next section ("Designation of Coagents").

I, _____,

(Name of Principal)

Name the following person as my agent:

Name of Agent: _____

Agent's Address: _____

Agent's Telephone Number: _____

DESIGNATION OF COAGENTS (OPTIONAL)

This section of the form provides for designation of two or more coagents. Coagents are required to act together unanimously unless you otherwise provide in this form.

I, _____,

(Name of Principal)

Name the following persons as coagents:

Name of Coagent: _____

Coagent's Address: _____

Coagent's Telephone Number: _____

Name of Coagent: _____

Coagent's Address: _____

Coagent's Telephone Number: _____

Special Instructions Regarding Coagents: _____
_____
_____
_____

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

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

Name of Successor Agent: _____

Successor Agent's

Address: _____

Successor Agent's

Telephone Number: _____

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

Name of Second

Successor Agent: _____

Second Successor

Agent's Address: _____

Second Successor Agent's

Telephone Number: _____

POWER TO APPOINT SUCCESSOR AGENT(S) IF NO AGENT OR SUCCESSOR AGENT IS ABLE TO SERVE (OPTIONAL)

ONLY IF I have INITIALED below, my agent(s) may appoint a successor agent(s).

(___) Each agent, while serving in that capacity, may appoint an individual to succeed to the agent's office on the agent's death, resignation, or incapacity; provided, however, that an appointment under this section becomes effective only when no other agent or successor agent designated by me is willing or able to act.

COMPENSATION (OPTIONAL)

Your agent is entitled to reimbursement for their expenses. Your agent is entitled to compensation ONLY IF you have INITIALED one of the options listed below:

(___) My agent(s) is entitled to reasonable compensation.

(___) My agent(s) is entitled to the following compensation:

GRANT OF GENERAL AUTHORITY

I ("the principal") grant my agent and any successor agent, with respect to each subject listed below, the authority to do all acts that I could do to:

(1) Contract with another person, on terms agreeable to the agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by or on behalf of the principal;

(2) Execute, acknowledge, seal, deliver, file, or record any instrument or communication the agent considers desirable to accomplish a purpose of a transaction;

(3) Seek on the principal's behalf the assistance of a court or other governmental agency to carry out an act authorized in this power of attorney;

(4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or 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;

(5) Engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;

(6) Prepare, execute, and file a record, report, or other document to safeguard or promote the principal's interest under a statute or regulation and communicate with representatives or employees of a government or governmental subdivision, agency, or instrumentality, on behalf of the principal; and

(7) Do lawful acts with respect to the subject and all property related to the subject.

SUBJECTS AND AUTHORITY

My agent's authority shall include the authority to act as stated below with regard to each of the following subjects:

Real property - With respect to this subject, I authorize my agent to: demand, buy, sell, convey, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property; pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal, including a reverse mortgage; 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 that exists or is asserted; and 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: (1) insuring against liability or casualty or other loss; (2) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise; (3) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and (4) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property.

Tangible personal property, including motor vehicles, boats, planes, and other titled and untitled tangible personal property - With respect to this subject, I authorize my agent to: demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property; sell, exchange, convey with or without covenants, representations, or warranties, quitclaim, release, surrender, create a security interest in, grant options concerning, lease, sublease, or otherwise dispose of tangible personal property or an interest in tangible personal property; grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal; 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; manage or conserve tangible personal property or an interest in tangible personal property on behalf of the principal, including: (1) insuring against liability or casualty or other loss; (2) obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise; (3) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments; (4) moving the property from place to place; (5) storing the property for hire or on a gratuitous bailment; and (6) using and making repairs, alterations, or improvements to the property; and change the form of title of an interest in tangible personal property.

Stocks and bonds - With respect to this subject, I authorize my agent to: buy, sell, and exchange stocks and bonds; establish, continue, modify, or terminate an account with respect to stocks and bonds; pledge stocks and bonds as security to borrow, pay, renew, or extend the

time of payment of a debt of the principal; receive certificates and other evidences of ownership with respect to stocks and bonds; exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

Banks and other financial institutions - With respect to this subject, I authorize my agent to: continue, modify, transact all business in connection with, and terminate an account or other banking arrangement made by or on behalf of the principal; establish, modify, transact all business in connection with, 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; contract for services available from a financial institution, including renting a safe deposit box or space in a vault; deposit by check, money order, electronic funds transfer, or otherwise with, or leave in the custody of, a financial institution money or property of the principal; withdraw, by check, money order, electronic funds transfer, or otherwise, money or property of the principal deposited with or left in the custody of a financial institution; receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them; enter a safe deposit box or vault and withdraw or add to the contents; borrow money and pledge as security personal property of the principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the principal or a debt guaranteed by the principal; 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 apply for, receive, and use credit cards and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution.

Insurance and annuities - With respect to this subject, I authorize my agent to: continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the principal that insures or provides an annuity to either the principal or another person, whether or not the principal is a beneficiary under the contract; procure new, different, and additional contracts of insurance and annuities for the principal and select the amount, type of insurance or annuity, and mode of payment; pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the agent; apply for and receive a loan secured by a contract of insurance or annuity; surrender and receive the cash surrender value on a contract of insurance or annuity; exercise an election; exercise investment powers available under a contract of insurance or annuity; change the manner of paying premiums on a contract of insurance or annuity; change or convert the type of insurance or annuity with respect to which the principal has or claims to have authority described in this section; apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the principal; collect, sell, assign, hypothecate, borrow against, or pledge the interest of the principal in a contract of insurance or annuity; select the form and timing of the payment of proceeds from a contract of insurance or annuity; 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 the proceeds or liability from the contract of insurance or annuity accruing by reason of the tax or assessment.

Claims and litigation - With respect to this subject, I authorize my agent to: assert and maintain before a court or administrative agency a claim, claim for relief, cause of action,

counterclaim, offset, recoupment, or defense, including an action 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; 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; pay a judgment, award, or order against the principal or a settlement made in connection with a claim or litigation; and receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

Benefits from governmental programs or civil or military service (including any benefit, program, or assistance provided under a statute or regulation including Social Security, Medicare, and Medicaid) - With respect to this subject, I authorize my agent to: 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; perform the acts necessary to enable the principal to qualify for a governmental benefit or program, including obtaining personal and financial records; enroll in, apply for, select, reject, change, amend, or discontinue, on the principal's behalf, a governmental benefit or program; prepare, file, and maintain a claim of the principal for a benefit or assistance, financial or otherwise, to which the principal may be entitled under a statute or regulation; initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning a benefit or assistance the principal may be entitled to receive under a statute or regulation; and receive the financial proceeds of a claim described above and conserve, invest, disburse, or use for a lawful purpose anything so received.

Retirement plans (including a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which the principal is a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code: (1) an individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C.

§ 408A; (3) a deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. § 408(q); (4) an annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. § 403(b); (5) a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a); (6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C.

§ 457(b); and (7) a nonqualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C.

§ 409A) - With respect to this subject, I authorize my agent to: select the form and timing of payments under a retirement plan and withdraw benefits from a plan; make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another; establish a retirement plan in the principal's name; make contributions to a retirement plan; exercise investment powers available under a retirement plan; borrow from, sell assets to, or purchase assets from a retirement plan.

I recognize that granting my agent the authority to create or change a beneficiary designation for a retirement plan may affect the benefits that I may receive if that authority is exercised. If I grant my agent the authority to designate the agent, the agent's spouse, or a dependent of

the agent as a beneficiary of a retirement plan, the grant may constitute a taxable gift by me and may make the property subject to that authority taxable as a part of the agent's estate.

Therefore, if I wish to authorize my agent to create or change a beneficiary designation for any retirement plan, and in particular if I wish to authorize the agent to designate as my beneficiary the agent, the agent's spouse, or a dependent of the agent, I will explicitly state this authority in the Special Instructions section that follows or in a separate power of attorney.

Taxes - With respect to this subject, I authorize my agent to: prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, federal insurance contributions act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C.

§ 2032A, closing agreements, and other powers 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; pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority; exercise elections available to the principal under federal, state, local, or foreign tax law; and act for the principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

Digital assets - With respect to this subject, in accordance with the Maryland Fiduciary Access to Digital Assets Act, my agent shall have authority over and the right to access: (1) the content of any of my electronic communications; (2) any catalogue of electronic communications sent or received by me; and (3) any other digital asset in which I have a right or interest.

Trust and estate matters - With respect to this subject:

(1) My agent may act for me in all matters that affect a trust, probate estate, escrow, custodianship, or other fund to which I am now, claim to be, or later become entitled as a beneficiary, to a share or payment, including petitions, objections, waivers, consents, receipts, settlements, and other related agreements;

(2) To the extent permitted in the trust agreement, my agent may consent to the amendment, revocation, or termination of a trust of which I am a beneficiary, or to the transfer of the assets of the trust into another trust for my benefit, and to enter into transactions with any trust created by me, for me, on my behalf, or in connection with gifts from me to others as provided in the paragraph below authorizing gifts; and to participate in either judicial or nonjudicial modification of a trust as permitted under § 14.5-111 of the Estates and Trusts Article; and

(3) My agent may create and transfer property to an intervivos revocable or irrevocable trust for my sole benefit that on my death distributes the property in a manner consistent with my existing estate plan, if any, and in accordance with Maryland law.

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

(Caution: Granting any of the following 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.)

A. Gifts or transfers - ONLY IF I have INITIALED below, my agent may make gifts or transfer ownership of my assets outright or in trust to or for the benefit of one or more of the following persons and only in the amounts specifically authorized in the next section:

(___) My agent, subject to the following conditions, if any:

_____

_____

(___) My spouse

(___) My parents

(___) My grandparents

(___) My children and their descendants

(___) A nonprofit or charitable organization in a manner consistent with my previous giving history

(___) The people and charitable organizations, if any, named in my estate plan and in accordance with the terms of my estate plan that are in existence at the time the gift is made

(___) My intestate heirs who would receive my estate under Maryland law if I died a resident of Maryland without a will

(___) One or more of the following persons:

_____

_____

My agent is authorized to make gifts under this section in the following amounts ONLY IF I have INITIALED below:

(___) In an amount not to exceed $_____ per person each calendar year to the persons, nonprofits, or charitable organizations that I have specified in the section above;

(___) In an amount for each person I have specified in the section above not to exceed the annual dollar limits of the federal gift tax exclusion under § 2503(b) of the Internal Revenue Code, or if my spouse agrees to consent to a split gift, in an amount not to exceed the aggregate annual gift tax exclusion for both spouses;

(___) In an unlimited amount, for the purpose of estate planning or qualifying me for a governmental benefit or program, with such gifts to be made in a manner consistent with my existing estate plan, if any, and in accordance with State law.

Special instructions for gifting desires - You may give special instructions for gifting desires on the following lines:

_____

_____

_____

B. Joint accounts and beneficiary designations - I authorize my agent to do one or more of the following ONLY IF I have INITIALED below:

(____) Open a joint account with me and one or more other persons as account owners. Each owner of a joint account has full legal authority to use the account for their own benefit and on my death will become the property of the other owner(s).

(____) Create or change rights of survivorship in accounts or other assets in which I have an interest, including for the benefit of my agent, to change a beneficiary designation for any accounts or financial instruments, including life insurance policies, annuities, or retirement accounts of any nature; and to waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan of any nature.

In determining such rights or beneficiary interests, my agent shall consider taxes, preservation of governmental benefits or programs, or stated intentions regarding my estate.

DISCLAIMERS

For the purposes of tax planning or effectuating stated intentions regarding my estate, I authorize my agent to disclaim any interest in property I might otherwise receive, either outright or in trust, including for the benefit of my agent; any powers I have over property or as a beneficiary of any trusts (excluding any powers I possess in a fiduciary capacity); and any powers of appointment I have or may acquire excluding any testamentary power of appointment that I currently exercise in my last will and testament.

SPECIAL INSTRUCTIONS (OPTIONAL)

YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

_____
_____
_____
_____
_____
_____
_____
_____

EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the Special Instructions.

TERMINATION DATE

UNLESS I have specified a termination date below, this power of attorney IS DURABLE, meaning it shall continue in full force and effect for an indefinite period of time until my revocation of this power of attorney or my death, whichever occurs first. I reserve the right to revoke this power of attorney. This power of attorney shall not terminate upon my disability. All authority of my agent(s) shall continue even if I become disabled, incompetent, or incapacitated.

This power of attorney shall terminate on _____, 20____.

(Use a specific calendar date)

COPIES

A copy of this document shall have the same force and effect as the original unless provided otherwise in special instructions.

REVOCATION

I hereby revoke all other powers of attorney that I have previously executed. This section does not apply to powers of attorney executed on the same date as this power of attorney or to limited powers of attorney that apply to specific accounts or to specific property.

RELIANCE BY THIRD PARTIES

Anyone relying or acting upon this power of attorney shall be entitled to presume conclusively that it is in full force and effect unless I have given written notice to that person or entity that this power has been revoked. No one relying or acting upon this power of attorney shall be required to see to the application and disposition of any funds or other property paid to or delivered to my agent or any persons appointed by my agent.

I authorize my agent to seek damages against anyone who refused to honor this power of attorney without having received notice that it has been revoked.

NOMINATION OF GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a guardian of my property or guardian of my person, I nominate the following person(s) for appointment:

Name of nominee for guardian of my property: _____

Nominee's address: _____

Nominee's telephone number: _____

Name of nominee for guardian of my person: _____

Nominee's address: _____

Nominee's telephone number: _____

DESIGNATION OF AGENT TO MAKE ELECTION TO TAKE ELECTIVE SHARE (OPTIONAL)

If I am incapacitated within the meaning of § 17-101 of the Estates and Trusts Article, I designate the following person as my agent for purposes of making the election to take an elective share of an estate subject to election under § 3-403 of the Estates and Trusts Article:

Name of designated agent: _____

Designated agent's address: _____

Designated agent's telephone number: _____

SIGNATURE AND ACKNOWLEDGMENT

_____ _____

Your Signature Date

_____

Your Name Printed

_____

_____

Your Address

_____

Your Telephone Number

STATE OF MARYLAND

(COUNTY) OF _____

This document was acknowledged before me on

_____

(Date)

By _____ to be his/her act.

(Name of Principal)

_____ (SEAL, IF ANY)

Signature of Notary

My commission expires: _____

WITNESS ATTESTATION

The foregoing power of attorney was, on the date written above, published and declared by

_____

(Name of Principal)

in our presence to be his/her power of attorney. We, in his/her presence and at his/her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

_____

Witness #1 Signature

_____

Witness #1 Name Printed

_____

_____

Witness #1 Address

_____

Witness #1 Telephone Number

_____

Witness #2 Signature

_____

Witness #2 Name Printed

_____

_____

Witness #2 Address

_____

Witness #2 Telephone Number"