

Special Power of Attorney

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SPECIAL POWER OF ATTORNEY

1. PARTIES AND INTRODUCTION

1.1 Principal. This Special Power of Attorney is executed by [PRINCIPAL NAME], an individual residing at [PRINCIPAL ADDRESS], [CITY], [STATE] [ZIP] ("Principal").

1.2 Agent. The Principal designates and appoints [AGENT NAME], residing at [AGENT ADDRESS], [CITY], [STATE] [ZIP] as the Principal's true and lawful attorney-in-fact ("Agent") to act in the Principal's name, place and stead as provided in this instrument.

1.3 Effective Date. This Special Power of Attorney is effective as of [EFFECTIVE DATE], unless a later effective date is specified: [LATER EFFECTIVE DATE OR "NONE"].

2. NATURE AND SCOPE

2.1 Limited/ Special Power. This instrument is a Special Power of Attorney. The Agent's authority is limited to the specific powers expressly granted in Section 3. The Agent has no authority to act on behalf of the Principal except as expressly and unambiguously described in this document.

2.2 Interpretation. The powers granted to the Agent are to be construed narrowly; unless a power is expressly granted in Section 3, it is withheld.

3. SPECIFIC POWERS GRANTED

The Principal grants the Agent authority to perform the following specific acts only, and no others, on behalf of the Principal:

3.1 Real Property: To execute, acknowledge, deliver, and record documents relating only to the following described real property: [LEGAL DESCRIPTION OR ADDRESS OF PROPERTY] for the limited purpose of [SPECIFIC PURPOSE, E.G., "closing a sale on behalf of the Principal on [CLOSING DATE]"] and to receive and disburse proceeds from such transaction.

3.2 Financial Accounts: To access, manage, and conduct the following banking or financial transactions limited to the accounts identified: [BANK NAME(S), ACCOUNT NUMBER(S) OR OTHER IDENTIFIERS]; to endorse checks payable to the Principal for deposit; to withdraw or transfer funds only as necessary to [SPECIFIC PURPOSE].

3.3 Vehicle Transactions: To sign and submit documents necessary to sell, transfer, or register the vehicle described as [MAKE, MODEL, YEAR, VIN] and to receive and deliver the title and sale proceeds related to that vehicle.

3.4 Tax Matters: To prepare, sign, and file federal, state, and local tax returns and documents only for the tax year(s) and matters specifically described: [TAX YEARS AND SPECIFIC ITEMS].

3.5 Litigation and Claims: To prosecute or defend specified actions, claims, or proceedings identified as: [CASE/CLAIM IDENTIFICATION], including the authority to retain counsel, settle the matter, and execute releases only for that matter.

3.6 Government Benefits: To apply for, receive, and manage benefits or refunds only as to the following program(s): [NAME OF PROGRAM(S)] for the purpose of [SPECIFIC PURPOSE].

3.7 Other Specific Acts: [DESCRIBE ANY ADDITIONAL SPECIFIC POWERS].

3.8 Limitation on Grant. If no item is completed in a subsection above, no power is granted for that category.

4. DURATION AND TERMINATION

4.1 Expiration. This Special Power of Attorney shall terminate on [EXPIRATION DATE] unless earlier

revoked pursuant to Section 4.2 or upon the occurrence of any condition stated here: [ADDITIONAL CONDITIONS OR "NONE"].

4.2 Revocation. The Principal may revoke this Special Power of Attorney at any time by written notice delivered to the Agent and to any third parties reasonably likely to rely on this document. Revocation is not effective as to third parties who act in good faith and without actual knowledge of revocation prior to receipt of notice.

4.3 Incapacity. This Special Power of Attorney is ["durable" OR "non-durable"—select one]. If "durable" is selected, this document shall remain effective notwithstanding the Principal's subsequent disability or incapacity. If "non-durable" is selected, it shall become ineffective upon the Principal's incapacity.

5. AGENT'S DUTIES AND STANDARDS

5.1 Fiduciary Duty. The Agent owes a fiduciary duty to the Principal and shall act loyally, prudently, and in the best interests of the Principal when exercising authority under this document.

5.2 Recordkeeping. The Agent shall keep accurate records of all transactions made on behalf of the Principal and, upon reasonable request, make those records available to the Principal or the Principal's representative.

5.3 No Conflict. The Agent shall avoid conflicts of interest. If the Agent believes a conflict may exist, the Agent shall refrain from acting until the matter is resolved or the Principal provides express written consent.

6. THIRD-PARTY RELIANCE

6.1 Reliance. Third parties may rely upon a copy of this Special Power of Attorney, and no third party that in good faith acts under this document shall be liable to the Principal, the Principal's estate, heirs, or assigns for permitting the Agent to exercise any powers granted here.

6.2 Identification. A third party may require proof of the Agent's identity (e.g., driver's license) and a certification that this document has not been revoked.

7. COMPENSATION AND INDEMNIFICATION

7.1 Compensation. The Agent shall be entitled to compensation only as expressly provided by the Principal in writing: [COMPENSATION TERMS OR "NONE"].

7.2 Indemnification. The Principal agrees to indemnify and hold the Agent harmless from any claims, liabilities, losses, or expenses reasonably incurred by the Agent in the good-faith exercise or performance of the powers granted by this document, except for willful misconduct, gross negligence, or breach of fiduciary duty by the Agent.

8. GOVERNING LAW

This Special Power of Attorney shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflicts of law principles.

9. SEVERABILITY

If any provision of this Special Power of Attorney is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10. REVIVAL OF PRIOR POWERS

This Special Power of Attorney [does not revoke / revokes] (select one) any earlier power of attorney executed by the Principal that pertains to the same matters addressed here. If it does revoke, it revokes only to the extent of conflict.

11. AUTHORITY TO RECEIVE INFORMATION

The Agent has the authority to obtain and inspect records, financial statements, and other information relating to the powers granted under Section 3, including but not limited to bank statements, tax records,

and governmental records, subject to any limitations stated herein.

12. ACKNOWLEDGMENT OF AGENT

The Agent named in this Special Power of Attorney accepts the appointment and agrees to serve as Agent to act in accordance with the terms of this instrument.

13. NOTICES

13.1 Notices. Any notice, consent, or communication required or permitted under this document shall be in writing and shall be deemed delivered when personally delivered, when sent by nationally recognized overnight courier with tracking, or three (3) business days after deposit in the U.S. mail, postage prepaid, addressed to the party at the address set forth below or as otherwise designated by written notice:

Principal: [PRINCIPAL NAME], [PRINCIPAL ADDRESS], [CITY], [STATE] [ZIP]

Agent: [AGENT NAME], [AGENT ADDRESS], [CITY], [STATE] [ZIP]

14. SIGNATURES

IN WITNESS WHEREOF, the Principal has executed this Special Power of Attorney on this [DATE] day of [MONTH], [YEAR].

Principal:

[PRINCIPAL NAME]

Date: [DATE]

Agent (Acceptance):

[AGENT NAME]

Date: [DATE]

Optional Witnesses (if required by state law):

Witness 1:

[WITNESS 1 NAME]

Address: [WITNESS 1 ADDRESS]

Date: [DATE]

Witness 2:

[WITNESS 2 NAME]

Address: [WITNESS 2 ADDRESS]

Date: [DATE]

15. NOTARY ACKNOWLEDGMENT

State of [STATE]

County of [COUNTY]

On this [DATE] day of [MONTH], [YEAR], before me, the undersigned Notary Public, personally appeared [PRINCIPAL NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[NOTARY PUBLIC NAME], Notary Public
My Commission Expires: [COMMISSION EXPIRATION DATE]

NOTARY SEAL

Instructions for Use:

- Complete all bracketed fields with the information specific to your transaction. Do not sign until you are physically present before the notary (if notarization is required in your state).
- Select the appropriate options where indicated (e.g., durable vs. non-durable; whether this document revokes prior powers).
- Consult local state law or an attorney to confirm any required witness or notarization formalities and to ensure the powers granted comply with applicable legal limitations.

Privacy and Cautionary Note:

This Special Power of Attorney grants significant legal powers. Use caution when appointing an Agent. Do not sign this document if you do not fully understand its effect or if you are under undue influence. Consider seeking independent legal advice before execution.

This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney before signing any legal document.