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# California Statutory Power of Attorney (Probate Code 4401)

California statutory form power of attorney based on Probate Code Section 4401. Not a substitute for legal advice.

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## CALIFORNIA UNIFORM STATUTORY FORM POWER OF ATTORNEY

(California Probate Code Section 4401)

**IMPORTANT INFORMATION:** 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. The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney Act (California Probate Code Sections 4400-4465).

This power of attorney does not authorize the agent to make health care decisions for you.

### 1. Designation of Agent

I, Jane Marie Doe, residing at 123 Main Street, Los Angeles, CA 90001, hereby designate the following person as my agent (attorney-in-fact):

Agent: John Alan Smith

Address: 456 Oak Avenue, San Francisco, CA 94102

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

Successor Agent: Mary Johnson

Address: 789 Pine Road, Sacramento, CA 95814

### 2. Grant of General Authority

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as indicated below:

(A) Real Property Transactions: Granted

(B) Tangible Personal Property Transactions: Granted

(C) Stock and Bond Transactions: Granted

(D) Commodity and Option Transactions: Granted

(E) Banking and Other Financial Institution Transactions: Granted

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- (F) Business Operating Transactions: Not Granted  
(G) Insurance and Annuity Transactions: Granted  
(H) Estate, Trust, and Other Beneficiary Transactions: Granted  
(I) Claims and Litigation: Granted  
(J) Personal and Family Maintenance: Granted  
(K) Benefits from Governmental Programs or Civil or Military Service: Granted  
(L) Retirement Plan Transactions: Granted  
(M) Tax Matters: Granted

### **3. Special Instructions**

In addition to the powers granted above, or in limitation thereof, I provide the following special instructions:

Any specific limitations or additional powers you wish to grant

MY AGENT IS NOT AUTHORIZED TO: (a) create, amend, revoke, or terminate an inter vivos trust; (b) make a gift (unless specifically authorized above); (c) create or change rights of survivorship; (d) create or change a beneficiary designation; (e) delegate authority granted under this power of attorney; or (f) exercise authority over the content of an electronic communication, unless specifically authorized above.

### **4. Effective Date**

This power of attorney is effective as of [Effective Date].

This power of attorney IS durable. The authority granted herein shall not be affected by my subsequent incapacity. This power of attorney shall remain in effect until revoked by me in writing, or until my death.

Alternatively, if I initial below, this power of attorney shall become effective only upon my incapacity as certified by my primary physician or by two licensed physicians who have examined me:

\_\_\_\_\_ (Initial here if you want this power of attorney to become effective only upon your incapacity)

### **5. Agent's Duties and Liability**

An agent that has accepted appointment shall act in accordance with the principal's reasonable expectations to the extent actually known by the agent, and otherwise in the principal's best interest, and shall act in accordance with the principal's estate plan if actually known by the agent.

An agent that acts in good faith is not liable to any beneficiary of the principal's estate plan for failure to preserve the plan. An agent that acts with care, competence, and diligence for the best interest of the

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principal is not liable solely because the agent also benefits from the act or has an individual or conflicting interest in relation to the property or affairs of the principal.

My agent shall:

- (a) Act loyally for my benefit;
- (b) Act so as not to create a conflict of interest that impairs the agent's ability to act impartially in my best interest;
- (c) Act with the care, competence, and diligence ordinarily exercised by agents in similar circumstances;
- (d) Keep a record of all receipts, disbursements, and transactions made on my behalf;
- (e) Cooperate with any person that has authority to make health care decisions for me to carry out my reasonable expectations to the extent actually known by my agent.

## **7. Revocation and Termination**

I reserve the right to revoke this power of attorney at any time by providing written notice to my agent. Upon revocation, my agent must cease all actions on my behalf.

This power of attorney shall terminate upon:

- (a) My written revocation delivered to my agent;
- (b) My death;
- (c) A court order revoking this power of attorney;
- (d) The agent's death, incapacity, or resignation (unless a successor agent has been designated and is willing and able to serve).

Termination of this power of attorney does not affect the rights of third parties who, in good faith and without actual knowledge of the termination, dealt with my agent.

## **8. Third Party Reliance**

Any third party who receives a copy of this power of attorney may rely on it without further investigation. A third party who in good faith accepts an acknowledged power of attorney without actual knowledge that the power of attorney has been revoked, terminated, or is invalid is protected as if the power of attorney were genuine, valid, and still in effect.

I agree to hold harmless and indemnify any third party who acts in good faith reliance on this power of attorney.

## **9. Notarization and Witnessing**

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IMPORTANT NOTICE: Under California law, this power of attorney must be either (a) acknowledged before a notary public or (b) signed by two witnesses who are present when the principal signs or acknowledges their signature. The witnesses may not include the agent, a relative of the agent, or the care custodian of the principal.

This document may also be recorded with the County Recorder's office, particularly if it involves real property transactions.

NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS AGENT: By acting or agreeing to act as the agent under this power of attorney you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include: (1) the legal duty to act solely in the interest of the principal; (2) the duty to keep the principal's property separate and distinct from any property belonging to you; (3) the duty to keep a record of all receipts, disbursements, and transactions on behalf of the principal.

## **SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

### **Principal**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

### **Agent (Attorney-in-Fact)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_