

## Thank you for visiting Ohio Legal Help!

This page will walk you through the process of filling out and filing this form.

### What this file contains

This file contains the **Financial Power of Attorney** Form for Ohio.

Here's what to do next.

- **Carefully read and review the form.** If leaving any sections blank, write "None" in that space. This form is written to become effective as soon as it is signed. If you want it to only be effective during a specific time period or if you are incapacitated, write that in the "Special Instructions" on page 4.
  - On page 3, you must initial next to the powers that you want your agent to have.
  - **If you have children and have designated a Caretaker Agent who is not the same person as your Financial Agent**, you may want to include instructions in the "Special Instructions" on page 4 about providing money to the caretaker of your child.
  - On page 4, there is a section titled "Nomination of Guardian (Optional)." **This section is not related to guardianship of children.** This is an optional section where you could nominate someone to serve as a guardian of your estate or person in the event that you become incapacitated.
- **Sign the form.** If you are giving your agent powers over real estate, the form must be signed in front of a notary public. If the form does not give your agent powers over real estate, it can still be helpful to sign the form in front of a notary public. The notary's seal let's banks and other organizations know that it is genuinely your signature on the form.
- **Make copies.** After the notary stamps the form, make several photocopies.
- **If the form gives powers for real estate, file the form.** If you give your agent powers over your real estate, you have to file a copy of the form with the County Recorder's office where your property is. This will cost \$34 for the first two pages and then \$8 a page for each additional page.
- **Share the form with your agent.** Make sure your agent has a copy of the form. It's also a good idea to discuss your financial plans generally with your loved ones. Communication will help make sure that everyone is on the same page.

# STATE OF OHIO STATUTORY FORM POWER OF ATTORNEY

## IMPORTANT INFORMATION

- 1) 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 (sections 1337.21 to 1337.64 of the Revised Code).
- 2) This power of attorney does not authorize the agent to make health-care decisions for you.
- 3) 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.
- 4) Your agent is entitled to reasonable compensation unless you state otherwise in the Special Instructions.
- 5) This form provides for designation of one agent. If you wish to name more than one agent you may name a coagent in the Special Instructions. Coagents are not required to act together unless you include that requirement in the Special Instructions.
- 6) If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.
- 7) This power of attorney becomes effective immediately unless you state otherwise in the Special Instructions.

## ACTIONS REQUIRING EXPRESS AUTHORITY

Unless expressly authorized and initialed by me in the Special Instructions, this power of attorney does not grant authority to my agent to do any of the following:

- (1) Create a trust;
- (2) Amend, revoke, or terminate an inter vivos trust, even if specific authority to do so is granted to the agent in the trust agreement;
- (3) Make a gift;
- (4) Create or change rights of survivorship;
- (5) Create or change a beneficiary designation;
- (6) Delegate authority granted under the power of attorney;
- (7) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan;
- (8) Exercise fiduciary powers that the principal has authority to delegate.

CAUTION: Granting any of the above eight powers 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.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

## STATE OF OHIO STATUTORY FORM POWER OF ATTORNEY

### DESIGNATION OF AGENT

I, \_\_\_\_\_ name the following person as my agent:

Name of Agent: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

Agent's Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

### 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: (\_\_\_\_\_) \_\_\_\_\_

## 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 defined in the Uniform Power of Attorney Act (sections 1337.21 to 1337.64 of the Revised Code):

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

- \_\_\_\_\_ Real Property
- \_\_\_\_\_ Tangible Personal Property
- \_\_\_\_\_ Stocks and Bonds
- \_\_\_\_\_ Commodities and Options
- \_\_\_\_\_ Banks and Other Financial Institutions
- \_\_\_\_\_ Operation of Entity or Business
- \_\_\_\_\_ Insurance and Annuities
- \_\_\_\_\_ Estates, Trusts, and Other Beneficial Interests
- \_\_\_\_\_ Claims and Litigation
- \_\_\_\_\_ Personal and Family Maintenance
- \_\_\_\_\_ Benefits from Governmental Programs or Civil or Military Service
- \_\_\_\_\_ Retirement Plans
- \_\_\_\_\_ Taxes
- \_\_\_\_\_ All Preceding Subjects

## LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

**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.

**NOMINATION OF GUARDIAN (OPTIONAL)**

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

Name of Nominee for guardian of my estate: \_\_\_\_\_

Nominee's Address: \_\_\_\_\_

Nominee's Telephone Number: ( \_                    ) \_\_\_\_\_

Name of Nominee for guardian of my person: \_\_\_\_\_

Nominee's Address: \_\_\_\_\_

Nominee's Telephone Number: ( \_                    ) \_\_\_\_\_

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Your Name Printed

\_\_\_\_\_  
Your Address

(\_\_\_\_\_) \_\_\_\_\_  
Your Telephone Number

STATE OF OHIO  
COUNTY OF \_\_\_\_\_

This document was acknowledged before me on \_\_\_\_\_ (Date), by  
\_\_\_\_\_ (Name of Principal).

\_\_\_\_\_  
Signature of Notary

My commission expires: \_\_\_\_\_

This document prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## IMPORTANT INFORMATION FOR AGENT

### AGENT'S DUTIES

When you accept the authority granted under this power of attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must:

- (1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
- (2) Act in good faith;
- (3) Do nothing beyond the authority granted in this power of attorney;
- (4) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest;
- (5) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

(Principal's Name) by (Your Signature) as Agent

Unless the Special Instructions in this power of attorney state otherwise, you must also:

- (1) Act loyally for the principal's benefit;
- (2) Avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) Act with care, competence, and diligence;
- (4) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) Cooperate with any person that has authority to make health-care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest.

## TERMINATION OF AGENT'S AUTHORITY

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include:

- (1) The death of the principal;
- (2) The principal's revocation of the power of attorney or your authority;
- (3) The occurrence of a termination event stated in the power of attorney;
- (4) The purpose of the power of attorney is fully accomplished;
- (5) If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

## LIABILITY OF AGENT

The meaning of the authority granted to you is defined in the Uniform Power of Attorney Act (sections 1337.21 to 1337.64 of the Revised Code). If you violate the Uniform Power of Attorney Act or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.



## Housing

<b>Mortgage</b>	
Lender	
Contact Information	
Website	
Username	
Password	
<b>Rent</b>	
Landlord/Rental Company	
Contact Information	
Website	
Username	
Password	

## Insurance

<b>Health Insurance</b>	
Insurance Company Name	
Member Name	
Member ID #	
Policy/Group #	
Employer Name (if it's through your employer)	
Website	
Username	
Password	
<b>Home/Renter's Insurance</b>	
Company Name	
Policy #	
Website	
Username	
Password	

<b>Car Insurance</b>	
Company Name	
Policy #	
Website	
Username	
Password	

## Utilities

<b>Gas</b>	
Company Name	
Website	
Username	
Password	
<b>Electric</b>	
Company Name	
Website	
Username	
Password	
<b>Cable/Internet</b>	
Company Name	
Website	
Username	
Password	
<b>Cell Phone</b>	
Company Name	
Website	
Username	
Password	
<b>Other</b>	
Company Name	
Website	
Username	
Password	

## Cars

<b>Car #1</b>	
License Plate	
Lending Institution (If you have a loan)	
Account # (If you have a loan)	
Lender Website (If you have a loan)	
Username (If you have a loan)	
Password (If you have a loan)	
<b>Car #2</b>	
License Plate	
Lending Institution (If you have a loan)	
Account # (If you have a loan)	
Lender Website (If you have a loan)	
Username (If you have a loan)	
Password (If you have a loan)	

## Banking and Credit Cards

<b>Bank #1</b>	
Bank Name	
Type of Account	
Account #	
Website	
Username	
Password	
<b>Bank #2</b>	
Bank Name	
Type of Account	
Account #	
Website	
Username	
Password	

<b>Credit Card #1</b>	
Issuer Name	
Account #	
Website	
Username	
Password	
<b>Credit Card #2</b>	
Issuer Name	
Account #	
Website	
Username	
Password	

### Other Debts

<b>Debt #1</b>	
Type (e.g. medical bill, installment loan, rent to own, etc.)	
Creditor Name	
Account # (if applicable)	
Website	
Username	
Password	
<b>Debt #2</b>	
Type (e.g. medical bill, installment loan, rent to own, etc.)	
Creditor Name	
Account # (if applicable)	
Website	
Username	
Password	

<b>Debt #3</b>	
Type (e.g. medical bill, installment loan, rent to own, etc.)	
Creditor Name	
Account # (if applicable)	
Website	
Username	
Password	
<b>Debt #4</b>	
Type (e.g. medical bill, installment loan, rent to own, etc.)	
Creditor Name	
Account # (if applicable)	
Website	
Username	
Password	