



6001 Gibraltar Drive, P.O. Box 11269, Pleasanton, CA 94588

### LIMITED DURABLE POWER OF ATTORNEY

#### AGREEMENT

By signing below, I/we, the Account Owner/Principal and Attorney-in-Fact/Agent, represent, warrant, acknowledge and certify all of the following:

1. The information provided in the attached Limited Power of Attorney is accurate, complete and true and that SafeAmerica Credit Union ("Credit Union") may rely on the information therein in its dealings with me/us, now and in the future.
2. **THIS LIMITED POWER OF ATTORNEY FORM IS FOR OUR CONVENIENCE ONLY FOR TRANSACTIONS WITH SAFEAMERICA CREDIT UNION AND ITS AFFILIATES AND AGENTS. THIS FORM MAY NOT BE APPROPRIATE FOR OTHER PURPOSES. THE CREDIT UNION DOES NOT PROVIDE LEGAL ADVICE AND I/WE SHOULD CONTACT LEGAL COUNSEL IF I/WE HAVE QUESTIONS ABOUT THE LEGAL IMPLICATIONS OF THIS OR ANY POWER OF ATTORNEY FORM OR AUTHORIZATION.**
3. That Credit Union may rely upon the attached Limited Power of Attorney as the authority of the Attorney-in-Fact to act on behalf of the Account Owner in the manner described in the Limited Power of Attorney, and Credit Union will not be required to investigate, examine or otherwise inquire into the legitimacy, authority, propriety, or legality of any act or omission, and will not be responsible for any misuse or misappropriation of the Account Owner's funds by the Attorney-in-Fact.
4. Any action hereto taken by an Attorney-in-Fact is hereby ratified and confirmed by the Account Owner, and, except as provided herein, unless or until Credit Union is given written notice of revocation or the Attorney-in-Fact's authority is terminated or limited by operation of law, the Attorney-in-Fact shall have full power and authority to act on the Account Owner's behalf.
5. Account Owner agrees to indemnify and hold Credit Union and its employees, agents, directors, management, and successors harmless from any and all liability, losses, claims, fees, costs, attorney fees, or other penalties that may arise from any actions completed by my Attorney-in-Fact, as specified in the Limited Power of Attorney.
6. I/We understand that as Attorney-in-Fact, I/we have no ownership interest in the funds in the Account Owner's account(s).
7. That Credit Union may from time to time make calls and/or send text messages to me/us at any telephone number(s) provided to Credit Union, including mobile telephone numbers that could result in data usage and charges to me/us. This is so that the Credit Union can service and keep me/us informed about the owner's Account, collect any amounts owed to the Credit Union, and/or provide fraud, security breach, or identity theft alerts. I/we also agree that I/we may be contacted by Credit Union's service providers making such calls on Credit Union's behalf. The manner in which these calls or text messages may be made to me/us include, but are not limited to, the use of prerecorded/artificial voice messages and automatic telephone dialing systems. I/we understand that I/we are not required to provide consent as a condition to receiving Credit Union's products or services. I/we may change the telephone number provided or withdraw my/our consent at any time by contacting Credit Union at 800-972-0999.
8. That Credit Union may receive information about the Attorney-in-Fact's credit history from others, including credit reporting agencies.
9. The Attorney-in-Fact agrees to the terms and conditions of this Agreement, and Your SafeAmerica Credit Union Member Handbook and Account Agreement, as amended from time to time and as incorporated herein by this reference.

\_\_\_\_\_  
Signature of Account Owner/Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Agent/Attorney-in-Fact

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Co-Agent/Attorney-in-Fact

\_\_\_\_\_  
Date

## Notice to Person Executing Power of Attorney

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

Your agent (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing.

This document gives your agent the powers to manage, dispose of, sell, and convey your personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift.

Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.

The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the principal's signing or acknowledgment of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded. You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

### Account Owner (Principal) Information:

Name	
Account Number(s)	

### Attorney-in-Fact (Agent) Designation and Information:

Full Legal Name		Date of Birth	
Street Address		City	State Zip
Home Phone Number	Work Phone Number	ID Type	Number

### Co-Attorney-in-Fact (Agent) Designation and Information:

Full Legal Name		Date of Birth	
Street Address		City	State Zip
Home Phone Number	Work Phone Number	ID Type	Number

**AUTHORIZATION**

I, \_\_\_\_\_ hereby appoint  
(Name of Principal)

\_\_\_\_\_/\_\_\_\_\_  
(Name of Agent/Co-Agent)

as my attorney-in-fact to act in my capacity with SafeAmerica Credit Union with respect to every power that I have designated below regarding the above referenced account(s) and to subsequent accounts opened by my attorney-in-fact on my behalf. This power shall be in full force and effect on the date below written and shall remain in full force and effect until my death, unless specifically extended or rescinded earlier by either party. My Attorney-in-Fact’s powers shall include (Principal to initial next to each power being delegated to the Attorney-in-Fact):

- \_\_\_\_\_ Continue, modify, and terminate my account(s)
- \_\_\_\_\_ Establish new transaction account(s)
- \_\_\_\_\_ Deposit/Withdraw funds from my account(s)
- \_\_\_\_\_ Endorse promissory notes, checks, drafts and other negotiable or nonnegotiable paper
- \_\_\_\_\_ Enroll in other Credit Union services
- \_\_\_\_\_ Receive bank statements and notices

Pursuant to California Probate Code Section 4264, the following powers may only be exercised by the Attorney-in-Fact if expressly granted by the Principal:

- \_\_\_\_\_ Create or change survivorship interests in my property
- \_\_\_\_\_ Designate or change beneficiaries to receive any property upon my death

My attorney-in-fact’s, rights, powers and authorities SHALL COMMENCE IMMEDIATELY AND SHALL NOT BE AFFECTED BY MY SUBSEQUENT INCAPACITY. Such rights, powers and authorities shall remain in full force and effect until revoked by written notice from me.

Dated: \_\_\_\_\_

By: x \_\_\_\_\_  
Principal

**NOTE: Principal’s signature must be notarized or signed by two uninterested, adult witnesses (e.g., the attorney-in-fact may not be one of the witnesses).**

**Notice to Person Accepting the Appointment as Attorney-in-Fact**

By acting or agreeing to act as the agent (attorney-in-fact) 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 and to avoid conflicts of interest.
2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this power of attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the power of attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may also be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this power of attorney.

Dated: \_\_\_\_\_

By: x \_\_\_\_\_  
Attorney-in-Fact

x \_\_\_\_\_  
Co-Attorney-in-Fact

Print Name: \_\_\_\_\_

\_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

State of California ) ss

County of \_\_\_\_\_)

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for the

State of California, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**(NOTARY SEAL)**

**WITNESSES**

I hereby acknowledge that \_\_\_\_\_ (name of Principal) signed the Limited

Power of Attorney dated \_\_\_\_\_ in my presence or the Principal acknowledged their signature on the Limited Power of Attorney to me personally.

Witness #1:

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

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

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

Witness #2:

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

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

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