

# Power of Attorney Designation Forms

## Power of Attorney Designation Directions

The BMO Alto Power of Attorney designation forms are used to designate a Power of Attorney (POA). To designate a POA, you will need to:

Complete following forms:

- 1 A notarized [BMO Alto Power of Attorney Form](#) or a notarized external POA form
  - If you are appointing multiple agents, the Power of Attorney must permit each agent to act independently
- 2 A notarized [BMO Alto Power of Attorney Certification by Agent Form](#)
- 3 A copy of one valid form of ID for the Agent:
  - Driver's license
  - State Identification card
  - Passport/Passport Card
  - Permanent Resident Card
  - Tribal ID card
  - Consulate/Consular Identification Card
- 4 For joint accounts, you will also need to complete the following:
  - **For Wisconsin:** When using an external POA form, each joint account owner must submit a notarized [BMO Alto Joint Account Power of Attorney Acknowledgment Form](#) or a notarized POA form naming the same agent
  - **For Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, and Washington:** Each joint account owner must submit a notarized POA form naming the same agent

Mail the documents to:

BMO Alto  
PO Box 71212  
Philadelphia, PA 19176-6212

**If you have questions, call us at 1-855-266-8100.**

# Power of Attorney Form

## Notice to Principal

**READ THIS NOTICE CAREFULLY:** The form that you will be signing is a legal document. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

The purpose of this BMO Alto Power of Attorney (“Power of Attorney”) is to give your designated “Agent” broad powers to handle any BMO Alto account specified by you, even without your consent or any advance notice to you. BMO Alto is a tradename used by BMO Bank N.A. (“BMO”). By executing this Power of Attorney, you are only authorizing BMO Bank N.A. to recognize your Agent in transactions related to your BMO Alto account.

This form does not impose a duty upon your Agent to handle your BMO Alto accounts, so it is important that you select an Agent who will agree to do this for you. It is also important to select an Agent whom you trust, since you are giving that Agent control over the designated BMO Alto accounts. Any Agent who does act for you has a duty to act in good faith for your benefit and to use due care, competence, and diligence. He or she must also act in accordance with the applicable law and with the directions in this form, which includes keeping a record of all receipts, disbursements, and significant actions taken as your Agent.

Unless you specifically limit the period of time that this Power of Attorney will be in effect, your Agent may exercise the powers given to him or her throughout your lifetime, both before and after you become incapacitated. A court, however, can take away the powers of your Agent if it finds that the Agent is not acting properly, or, depending on your state of residence if a guardian or conservator is appointed for you. You may also revoke this Power of Attorney if you wish in the manner provided in the Power of Attorney. However, we may rely on this Power of Attorney until we receive actual notice of its revocation and the revocation is in the manner provided in the Power of Attorney.

You are not required to appoint an Agent. Use of this form of Power of Attorney is required as a condition for authorizing an Agent to transact business on your BMO Alto account on your behalf. This Power of Attorney will not be effective until you sign and until it is witnessed, notarized and received and accepted by BMO Alto. Your Agent and any successor Agent(s) you name **must** also sign this form.

You should not sign this Power of Attorney if you do not understand everything in it, and what your Agent will be able to do if you do sign it. The “NOTE” paragraphs throughout this form are instructions.

Sign on the following line indicating that you have read this Notice:

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Principal signature

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Principal signature

**Power of Attorney**

**NOTE:** For customers residing in Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin, all account owners must execute the Power of Attorney as Principal or submit separate Power of Attorney forms naming the same Agent.

I, \_\_\_\_\_ (“Principal(s)”), hereby appoint

\_\_\_\_\_ as my attorney-in-fact (“Agent(s)”) to act for me/us in my/our name, and to exercise all powers which I/we could exercise with respect to any and all transactions, including but not limited to deposits, checks, withdrawals, account openings, and account closings, with respect to the following BMO Alto deposit account(s) (“Accounts”):

All Accounts

Only the Accounts listed here:

Account number \_\_\_\_\_

Account number \_\_\_\_\_

Account number \_\_\_\_\_

Account number \_\_\_\_\_

Account number \_\_\_\_\_

Account number \_\_\_\_\_

This Power of Attorney shall become effective immediately or upon a later date or condition, if inserted here:

\_\_\_\_\_ (date/condition).

This Power of Attorney shall terminate when BMO receives actual written notice of any of the following and has a reasonable time to act on the notice: (a) revocation by a Principal, (b) termination of all Accounts listed on this Power of Attorney, (c) death of all Principals, or (d) termination of this Power of Attorney by court order. In the event I/we appoint multiple Agents, each co-Agent is permitted to exercise the powers granted herein individually and without the consent of any other co-Agent.

**Certifications and Agreement of Principal**

I/we hereby certify that:

- (a) Agent(s) and Successor Agent(s) signatures contained herein, are true and authentic;
- (b) I/we have read and I/we are fully informed as to all the contents on this form;
- (c) I/we understand the full impact of this grant of powers to my Agent(s) and Successor Agent(s);
- (d) I/we intend the Agent(s) and Successor Agent(s) to have full and complete power to conduct transactions as authorized hereunder;
- (e) BMO may rely on the validity of this Power of Attorney unless and until BMO has received actual written notice of the revocation or termination of this Power of Attorney or actual written notice of the death of all Principals, and BMO has a reasonable time to act on the notice;
- (f) The powers granted to the Agent(s) or Successor Agent(s) herein shall not be affected by the subsequent disability, incapacity, or incompetency of a Principal; and
- (g) BMO shall have no duty to see to the application of any property or funds distributed to the Agent(s) or Successor Agent(s) pursuant to this Power of Attorney.

**Successor Agent(s) (optional)**

If all Agents named above shall die, become incompetent, resign, or refuse to accept the office of agent, I/we name the following (each to act alone and successively, in the order named) as Successor Agent(s) to such Agent(s):

\_\_\_\_\_ (name of Successor Agent)

\_\_\_\_\_ (name of Successor Agent)

A Successor Agent shall have all powers and responsibilities of an Agent as set forth herein. An Agent shall be considered to be incompetent if the Agent is a minor or an adjudicated incompetent or disabled person or the Agent is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

**Indemnity Agreement of Principal**

The Principal(s) hereby agrees to indemnify and hold harmless BMO and its agents, affiliates, successors or predecessors from and against any and all loss, damage, claims, and expenses (including without limitation, attorney’s fees and court costs), whenever arising, which such parties may sustain as a result of (a) the use of this form of Power of Attorney; or (b) any transaction conducted or power exercised by any Agent or Successor Agent under this Power of Attorney, except that this indemnification shall not cover losses caused by the willful misconduct of BMO.

**General Conditions**

This Power of Attorney and the covenants and certifications contained herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors, and assigns. This Power of Attorney shall be governed by the law of the state governing the Accounts. Notices given to BMO hereunder shall be deemed effective when in writing, actually received by BMO and BMO has reasonable time to act on the notice.

**NOTE: THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS SIGNED BY THE PRINCIPAL(S), AT LEAST ONE WITNESS (OR TWO WITNESSES IF IN CALIFORNIA, CONNECTICUT, FLORIDA, MARYLAND, MICHIGAN, NEW YORK, PENNSYLVANIA, SOUTH CAROLINA, TENNESSEE, WASHINGTON), NOTARIZED, AND SIGNED BY YOUR AGENT(S) AND SUCCESSOR AGENT(S), IF ANY, USING THE FORM ATTACHED.**

\_\_\_\_\_  
Principal name

\_\_\_\_\_  
Principal signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal name

\_\_\_\_\_  
Principal signature

\_\_\_\_\_  
Date

The undersigned witness(es) certifies that \_\_\_\_\_ ((name(s) of Principal(s)) known to the undersigned to be the same person whose name is subscribed as Principal(s) to the foregoing Power of Attorney, appeared before the witness(es) and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the Principal(s), for the uses and purposes therein set forth. The undersigned witness(es) believes him or her to be eighteen years of age or older, of sound mind and memory, and under no constraint or undue influence.

- The undersigned witness(es) also certifies that the witness(es) is/are not:
- (a) the Principal's attending physician or mental health service provider or a relative of the physician or provider;
  - (b) an owner, operator, or relative of an owner or operator of a health care facility in which the Principal is a patient or resident;
  - (c) a parent, sibling, descendant or any spouse of such parent, sibling or descendant of either the Principal or any Agent or Successor Agent under the foregoing Power of Attorney, whether such relationship is by blood, marriage or adoption; or
  - (d) an Agent or Successor Agent under the foregoing Power of Attorney.

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Date

**Notarial Acknowledgment**

State of \_\_\_\_\_

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

The undersigned, a notary public in and for the above county and state, certifies that \_\_\_\_\_ (name of Principal(s)) known to me to be the same person/s whose name is subscribed as Principal(s) to the foregoing Power of Attorney, appeared before me and the witness(es) \_\_\_\_\_ (and \_\_\_\_\_ ) (name(s) of witness(es)) in person and acknowledged signing and delivering the instrument as the free and voluntary act of the Principal(s), for the uses and purposes therein set forth and certified to the correctness of the signature(s) of the Agent(s) and Successor Agent(s).

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

YOU MUST HAVE YOUR AGENT AND SUCCESSOR AGENTS, IF ANY, SIGN BELOW AND YOU MUST COMPLETE THE CERTIFICATION BELOW THE SIGNATURES OF THE AGENT(S).

\_\_\_\_\_  
Agent signature

\_\_\_\_\_  
Co-Agent signature (if applicable)

\_\_\_\_\_  
Successor Agent signature (if applicable)

\_\_\_\_\_  
Successor Agent signature (if applicable)

I/we certify that the signature of my Agent(s) and Successor Agent(s) are correct:

\_\_\_\_\_  
Principal signature

\_\_\_\_\_  
Principal signature

## Notice to Agent

When you accept the authority granted under this BMO Alto Power of Attorney (“Power of Attorney”) a special legal relationship, known as agency, is created between you and the principal. Agency imposes upon you duties that continue until you resign or the Power of Attorney is terminated or revoked.

### As Agent you must:

- 1 Do what you know the principal reasonably expects you to do with the principal’s property;
- 2 Act in good faith for the best interest of the principal, using due care, competence, and diligence;
- 3 Keep a complete and detailed record of all receipts, disbursements, and significant actions conducted for the principal;
- 4 Attempt to preserve the principal’s estate plan, to the extent actually known by you, if preserving the plan is consistent with the principal’s best interest; and
- 5 Cooperate with a person who has authority to make health care decisions for the principal to carry out the principal’s reasonable expectations to the extent actually in the principal’s best interest.

### As Agent you must not do any of the following:

- 1 Act so as to create a conflict of interest that is inconsistent with the other principles in this Notice to Agent;
- 2 Do any act beyond the authority granted in this Power of Attorney;
- 3 Commingle the principal’s funds with your funds;
- 4 Borrow funds or other property from the principal, unless otherwise authorized; or
- 5 Continue 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, such as the death of the principal, or, your legal separation from the principal or the dissolution of your marriage to the principal, if applicable, or, depending on the principal’s domicile, the filing of a proceeding to terminate the Power of Attorney or appoint a guardian or conservator for the principal.

If you have special skills or expertise, you must use those special skills and expertise when acting for the principal. You must disclose your identity as an Agent and 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 Name) as Agent”.

If you violate your duties as Agent or act outside the authority granted to you, you may be liable for any damages, including attorney’s fees and costs, caused by your violation. If there is anything about this document or your duties that you do not understand, you should seek legal advice from an attorney.

# Power of Attorney Certification by Agent Form

**USA Patriot Act Notice:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens or has authority to act on an Account. This means that because you are being named as an agent to act on behalf of the Account(s) owned by the Principal, we are required to ask for your name, address, date of birth, Social Security Number/Tax Identification Number, and other identifying information that will allow us to identify you.

I, \_\_\_\_\_ (“Agent”), being first duly sworn, say that I am lawfully designated as the attorney-in-fact for \_\_\_\_\_ (“Principal(s)”), who is domiciled at \_\_\_\_\_ (Agent address), and who had the capacity and did execute a valid and true power of attorney

dated \_\_\_\_\_. I certify that the attached is a true copy of that power of attorney, which is incorporated herein by reference (“Power of Attorney”). I also certify that my Social Security Number/Tax Identification Number and other personal information provided below is accurate:

\_\_\_\_\_  
First name Last name

\_\_\_\_\_  
Date of birth Social Security Number

\_\_\_\_\_  
Mobile phone number Email address

\_\_\_\_\_  
Mailing address

\_\_\_\_\_  
City State Zip code

Further, I hereby certify and warrant that, as of the date set forth by my signature below, and as of the time of any and each transaction conducted by me and any and each exercise of power by me as Agent pursuant to the Power of Attorney, the Power of Attorney is in full force and effect and:

- (a) all conditions set forth as a requirement for the Power of Attorney to commence shall have occurred;
- (b) the Principal(s) is alive;
- (c) the Principal(s) has not altered or modified my powers as agent; and
- (d) none of the following events shall have occurred as of such time:
  - (i) revocation or termination of the Power of Attorney by the Principal(s) or any person acting on behalf of the Principal(s);
  - (ii) the occurrence of a condition specified in the Power of Attorney for termination;
  - (iii) death of the Principal(s); or
  - (iv) any other termination or suspension of the Power of Attorney under the laws of the Principal(s) domicile, whether by institution of proceedings, by court order or otherwise, for the termination or suspension of the Power of Attorney, determination of the Principal(s)' incapacity or appointment of a guardian or conservator.

If I am serving as a Successor Agent pursuant to the Power of Attorney, I hereby certify that the initial Agent(s) named as attorney-in-fact by the Principal(s) (and any Successor Agent named before me) has deceased, become incompetent, resigned, or refused to accept the office of Agent, as defined in the Power of Attorney.

I have accepted appointment as Agent or Successor Agent. Further, I certify that each and every exercise of authority under the Power of Attorney shall be consistent with the provisions contained therein.

This certification is sworn to by me and made under penalty of perjury.

\_\_\_\_\_  
Agent name

\_\_\_\_\_  
Agent signature

\_\_\_\_\_  
Date

**Notarial Acknowledgment**

State of \_\_\_\_\_

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

Subscribed and sworn to before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name of Agent).

(Seal)

\_\_\_\_\_  
(Signature of Notary Public)



# Joint Account Power of Attorney Acknowledgement Form

**NOTE:** This form may only be used for joint account owners in Wisconsin and should be executed by the joint account owner who did not designate an agent.

The undersigned joint account owner hereby acknowledges:

A. The joint account owner, \_\_\_\_\_ (name of joint account owner), executed a Power of Attorney ("POA") designating \_\_\_\_\_ ("Agent(s)") to act on their behalf for financial purposes with respect to the following BMO Alto deposit account(s) ("Accounts"):

All Accounts

Only the Accounts listed here:

Account number \_\_\_\_\_

Account number \_\_\_\_\_

Account number \_\_\_\_\_

Account number \_\_\_\_\_

Account number \_\_\_\_\_

Account number \_\_\_\_\_

B. The joint account owner has requested the BMO Bank N.A. ("Bank") to add Agent(s) to the joint account;

C. I have not executed a Power of Attorney designating the Agent(s) to act on my behalf;

D. I consent to the Bank adding the Agent(s) to the joint account; and.

E. I agree to indemnify and hold the Bank harmless from and against any and all claims and losses related to the Bank adding the Agent(s) to the joint account.

\_\_\_\_\_  
Joint account owner name

\_\_\_\_\_  
Joint account owner signature

\_\_\_\_\_  
Date

## Notarial Acknowledgment

State of \_\_\_\_\_

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

Subscribed and sworn to before me on \_\_\_\_\_ (date) by

\_\_\_\_\_ (name of joint account owner).

(Seal)

\_\_\_\_\_  
(Signature of Notary Public)

