

LOUISIANA POWER OF ATTORNEY FORM

LOUISIANA GENERAL DURABLE POWER OF ATTORNEY (MANDATE)

BE IT KNOWN, that on this _____ day of _____, 20____, before me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

I. THE PRINCIPAL

Name: _____

Address: _____

City: _____ State: Louisiana Zip: _____

(hereinafter referred to as the "Principal")

WHO DECLARES, that the Principal hereby appoints, constitutes, and mandates the following person as the Principal's true and lawful Agent and Mandatary:

II. THE AGENT (MANDATARY)

Name: _____

Address: _____

City: _____ State: _____

_____ Zip: _____

Phone: _____

(hereinafter referred to as the "Agent")

III. GRANT OF AUTHORITY

The Principal grants the Agent full power and authority to act on the Principal's behalf. This Power of Attorney is intended to constitute a Mandate pursuant to Louisiana Civil Code Article 2989 et seq.

The Agent shall have the power to act for the Principal in the following matters (Check all that apply):

☐ **Real Property (Immovable Property)**

To acquire, purchase, lease, sell, alienate, donate, exchange, partition, subdivide, and encumber (mortgage) any interest in real property (immovable property) owned by the Principal; to manage, repair, improve, and pay taxes on such property. This includes the express authority required by La. Civ. Code art. 2997 to alienate, acquire, encumber, or lease property.

☐ **Tangible Personal Property (Movable Property)**

To buy, sell, lease, exchange, and manage movable property, including but not limited to vehicles, furniture, jewelry, and household goods.

☐ **Banking and Financial Transactions**

To open, close, and manage bank accounts, savings accounts, and certificates of deposit; to sign checks and withdraw funds; to access safe deposit boxes; to borrow money and execute promissory notes.

☐ **Stock and Bond Transactions**

To buy, sell, exchange, and vote stocks, bonds, mutual funds, and other securities.

☐ **Business Operating Transactions**

To manage, operate, sell, or liquidate any business interest of the Principal; to attend meetings and vote on behalf of the Principal; to enter into partnership agreements or amendments.

☐ **Insurance and Annuities**

To purchase, maintain, surrender, collect, or cancel insurance policies and annuities; to designate beneficiaries (subject to specific limitations in Special Instructions).

☐ **Estates, Trusts, and Other Beneficiary Interests**

To accept, receipt for, exercise, release, reject, renounce, or disclaim any interest in any estate, trust, or other fund; to settle or compromise any claim regarding a succession.

☐ **Claims and Litigation**

To institute, prosecute, defend, abandon, compromise, arbitrate, settle, and dispose of any legal, equitable, or administrative claim or litigation.

☐ **Personal and Family Maintenance**

To perform all acts necessary to maintain the customary standard of living of the Principal and the Principal's spouse, children, and other dependents.

☐ **Government Benefits**

To apply for, collect, and manage benefits from Social Security, Medicare, Medicaid, or other government programs; to represent the Principal before the Social Security Administration or other agencies.

☐ **Retirement Plans**

To manage, select payment options, make rollovers, and exercise rights regarding retirement

plans, IRAs, and pension plans.

☐ **Taxes**

To prepare, sign, and file federal, state, and local tax returns; to represent the Principal before tax authorities; to pay taxes due and claim refunds.

☐ **Gifts and Donations**

To make inter vivos donations (gifts) to the Principal's spouse, descendants, and charities, consistent with the Principal's history of giving or as the Agent determines is in the Principal's best interest. (Note: La. Civ. Code art. 2997 requires express authority to make inter vivos donations).

☐ **ALL OF THE ABOVE**

The Principal grants ALL powers listed above.

IV. DURABILITY PROVISION

Pursuant to Louisiana Civil Code Article 3027, this Power of Attorney (Mandate) **SHALL NOT** be terminated by the subsequent disability, incapacity, or interdiction of the Principal. It is the Principal's intent that the authority conferred herein shall continue in full force and effect notwithstanding any such disability or incapacity.

V. SPECIAL INSTRUCTIONS AND LIMITATIONS

The Agent shall exercise the powers granted herein subject to the following special instructions or limitations (if none, leave blank):

VI. SUCCESSOR AGENT

If the Agent named in Section II is unable, unwilling, or unavailable to act, or resigns, the Principal appoints the following person as Successor Agent:

Name: _____

Address: _____

City: _____ State: _____

_____ Zip: _____

Phone: _____

VII. THIRD PARTY RELIANCE

Any third party who receives a copy of this document may rely on it. Revocation of this Power of Attorney is not effective as to a third party until the third party has actual knowledge of the revocation. The Principal agrees to indemnify the third party for any claims that arise against the third party because of reliance on this Power of Attorney.

VIII. ACCOUNTING AND LIABILITY

The Agent shall keep a record of all receipts, disbursements, and transactions made on behalf of the Principal. The Agent shall not be liable for any loss or depreciation in the value of the Principal's property unless caused by the Agent's bad faith, fraud, or gross negligence.

IX. GOVERNING LAW

This Power of Attorney shall be governed by, construed, and enforced in accordance with the laws of the State of Louisiana.

X. SIGNATURES AND ACKNOWLEDGMENT

THUS DONE AND PASSED in _____, Louisiana, on the
day, month, and year herein first above written, in the presence of the undersigned competent
witnesses, who hereunto sign their names with the Principal and me, Notary, after reading of the
whole.

PRINCIPAL'S SIGNATURE

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

WITNESSES

The foregoing instrument was signed by the Principal in our presence. We, the undersigned
witnesses, are of the age of majority and are not related to the Principal or the Agent by blood or
marriage.

Witness 1:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Witness 2:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared the Principal, _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Notary ID/Bar Roll Number: _____

My Commission Expires: _____