

-----NOTICE-----

The following is a sample Family Protection Plan for a Louisiana resident. The documents will vary by state. This sample is intended for preview purposes only, and should not be copied or used to prepare legal documents. **The clauses contained in this sample document are for illustration purposes only and will not function as legal documents.** Every Family Protection Plan must be individually drafted from the information provided and may have different clauses than those contained in this sample.

SAMPLE

Last Will and Testament

of

- [Name of Testator] -

Be It Known THIS [Day of Month th, nd] DAY OF [MONTH], [YEAR] A.D. THAT, before me, BRAD P. SCOTT, a Notary Public in and for the Parish of [Parish], State of Louisiana, duly commissioned and qualified to act as such, and in the presence of the good and competent witnesses hereinafter named and undersigned, personally came and appeared, [Name of Testator], who stated:

ARTICLE ONE

Introduction

I, [Name of Testator], a resident of and domiciled in the City of [City of Domicile of Testator], Parish of [Parish of Domicile of Testator], State of Louisiana, do hereby make, publish, and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

ARTICLE TWO

Marriage and Children

I am married to [Spouse]. I have two children, namely [Child #1] and [Child #2]. I have no other children nor have I ever adopted anyone.

ARTICLE THREE

Funeral and Burial Instructions

I direct that my body shall be buried in a cemetery in a manner my Executor shall deem appropriate to the extent that I have not made my desires known to my family.

ARTICLE FOUR

Payment of Debts

I direct that all my legally enforceable debts, secured and unsecured, be paid as soon as practicable after my death. I direct that my Executor may cause any debt to be carried, renewed, and refinanced from time to time upon such terms and with such securities for its repayment as my Executor may deem advisable taking into consideration the best interest of the beneficiaries hereunder.

ARTICLE FIVE

Special Bequest

I give and bequeath to _____.

ARTICLE SIX

Special Bequest

I give and bequeath to [Spouse], a lifetime usufruct over all property of which I die possessed, movable and immovable, separate and community, and of every nature whatsoever, including all mineral rights. [Spouse] shall not be required to post security in connection with this usufruct.

ARTICLE SEVEN

General Bequest

I give and bequeath to [Child #1] and [Child #2] the ownership over any and all remaining property of which I die possessed, not otherwise disposed of above, movable

and immovable, separate and community, and of every nature whatsoever, including all mineral rights.

ARTICLE EIGHT

Alternate Bequest

In the event that [Child #1] should predecease me, should we die together, should we die as a result of a common tragedy within thirty (30) days of each other, or should [Child #1] be unable to receive the legacy as set forth in this Last Will and Testament, for any reason; then I give and bequeath such legacy to the issue of [Child #1].

ARTICLE NINE

Trust For Heirs

Should any of my heirs or their issue be under [Age - Heirs Trust] years of age at the time of my death, the portion of the bequest allocable to such child shall be held in trust for the benefit of such beneficiary or beneficiaries. In the event of such circumstances, I hereby create the testamentary trust to be known as "The [Name of Testator] Family Trust." The Trustee shall be [Name Heirs Trustee] and direct that [Name Heirs Trustee] shall serve without bond. The Trustee, in his or her sole discretion, shall distribute income and principal from the Trust to the beneficiary or beneficiaries.

Each beneficiary shall receive one-quarter (1/4) of his or her principal share upon reaching 25 years of age, one-quarter (1/4) of his or her principal share upon reaching 30 years of age, one-quarter (1/4) of his or her principal share upon reaching 35 years of age, and the remaining principal share upon reaching 40 years of age. After each beneficiary reaches 40 years of age and all principal and accumulated income and interest have been distributed, the Trust shall terminate.

All provisions of the Louisiana Trust Code not in conflict shall apply.

In the event that [Name Heirs Trustee] should fail to qualify or be unable to serve as trustee hereunder, or for any reason should cease to act in such capacity, I hereby nominate, constitute, and appoint as trustee, [Name Alt Heirs Trustee], and direct that [Name Alt Heirs Trustee] shall serve without bond.

ARTICLE TEN

Special Trust to Receive Tax Deferred Accounts and Insurance

I give and bequeath the sum of \$100.00 to establish the testamentary trust to be known as "The [Child #1] Tax Deferral and Insurance Trust." The Trust shall serve as recipient and designated beneficiary for tax deferred accounts that I may designate as payable to [Child #1] upon my death. All principal and income received by the Trust shall be held in a manner that preserves and maintains the tax deferred status of the principal and income. The income and principal beneficiary of the Trust shall be [Child #1].

The Trustee shall be [Name of Tax Trustee] and direct that [Name of Tax Trustee] shall serve without bond. The Trustee, in his or her sole discretion, shall distribute income and principal from the Trust to the beneficiary.

Each beneficiary shall receive one-quarter (1/4) of his or her principal share upon reaching 25 years of age, one-quarter (1/4) of his or her principal share upon reaching 30 years of age, one-quarter (1/4) of his or her principal share upon reaching 35 years of age, and the remaining principal share upon reaching 40 years of age. After each beneficiary reaches 40 years of age and all principal and accumulated income and interest have been distributed, the Trust shall terminate. All provisions of the Louisiana Trust Code not in conflict shall apply.

In the event that [Name of Tax Trustee] should fail to qualify or be unable to serve as trustee hereunder, or for any reason should cease to act in such capacity, I hereby nominate, constitute, and appoint as trustee, [Name of Alt Tax Trustee], and direct that [Name of Alt Tax Trustee] shall serve without bond.

ARTICLE ELEVEN

Guardianship

If my spouse shall predecease me, or if my spouse dies after my death without having appointed a testamentary guardian for any minor child or children of ours, then I hereby nominate, constitute, and appoint **[Name of Guardian]** as testamentary guardian of the person and the property of such minor child or children and to the extent allowed by law direct that such guardian shall serve without bond.

ARTICLE TWELVE

Successor/Alternate Guardian

In the event that **[Name of Guardian]** should fail to qualify or be unable to serve as Guardian hereunder, or for any reason should cease to act in such capacity, I hereby nominate, constitute, and appoint as guardian for my minor child or children, **[Name of Alt Guardian]**, and direct that, **[Name of Alt Guardian]** shall serve without bond.

ARTICLE THIRTEEN

Supplemental Needs Trust

For any trust created herein, if the Trustee reasonably believes that a beneficiary is receiving (or may receive) governmental benefits under the Supplemental Security Income Act ("SSI"), 42 U.S.C. §§ 1381 et seq., Medicaid, 42 U.S.C. §§ 1396 et seq., or other federal or state means-tested government benefit programs, then the Trustee may withhold any distribution due under this Trust Agreement to or for such beneficiary and retain such distribution amount as a discretionary, non-support, spendthrift trust share for the benefit of such beneficiary. In the alternative, the Trustee may establish a separate third-party supplemental needs trust for such beneficiary with such terms as the Trustee shall deem appropriate. It is Testator's intent that any supplemental needs retained trust share or separate trust provide the maximum benefit to the beneficiary without the principal and/or income of the trust share or separate trust being available to the beneficiary for the determination of the beneficiary's continued eligibility to receive such governmental assistance programs. If any such trust share or separate trust is created for the life of a beneficiary, then upon the death of such beneficiary, the trust share or separate trust shall be distributed to the beneficiary's issue, if any, per stirpes, or if there are no such issue, to the Testator's issue, per stirpes. If either such continuing share or a separate trust for the beneficiary cannot be established, then the Trustee may create a first-party supplemental needs trust for the beneficiary pursuant 42 U.S.C. § 1396p(d)(4).

ARTICLE FOURTEEN

Executor Appointment

I hereby nominate, constitute, and appoint as Executor of this my Last Will and Testament, **[Name of Executor]**, and direct that **[Name of Executor]** shall serve without bond.

ARTICLE FIFTEEN

Successor/Alternate Executor Appointment

In the event that **[Name of Executor]** should fail to qualify as Executor hereunder, or for any reason should cease to act in such capacity, I hereby nominate, constitute, and appoint as Executor of this my Last Will and Testament, **[Name of Alt Executor]**, and direct that **[Name of Alt Executor]** shall serve without bond.

In the event that **[Name of Alt Executor]** should fail to qualify as Executor hereunder, or for any reason should cease to act in such capacity, I hereby nominate, constitute, and appoint as Executor of this my Last Will and Testament, **[Name of Alt 2 Executor]**, and direct that **[Name of Alt 2 Executor]** shall serve without bond.

ARTICLE SIXTEEN

Meaning of Executor

Whenever the word "Executor" or any modifying or substituted pronoun therefore are used in this my Will, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine, and neuter gender thereof, and shall apply equally to the Executor named herein and to any successor or substitute Executor acting hereunder, and such successor or substitute Executor shall possess all the rights, powers and duties, authority, and responsibility conferred upon my Executor originally named herein.

ARTICLE SEVENTEEN

Powers of Executor

By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to executors generally, my Executor is to serve as Independent Executor, with all powers under Louisiana Code of Civil Procedure Article 3396 et seq., and my executor is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this my Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions or division in cash or in kind or partly in each without regard to the income tax basis of such asset, and in general, to exercise all of the powers in the management of my Estate which any individual could exercise in the management of similar property owned in his or her own right, upon such terms and conditions as to my Executor may seem best. My Executor is authorized to execute and deliver any and all instruments and to do all acts which my Executor may deem proper or necessary to carry out the purpose of this my Will, without being limited in any way by the specific grants of power made, and without the necessity of a court order. My Executor is authorized and granted full power to obtain passwords and deal with any mail, e-mail, membership accounts, social media, electronic or other media accounts, websites, and domain and other registration names, including the power to deal with, sell, or terminate such accounts.

ARTICLE EIGHTEEN

Powers of Executor to Allot and/or Liquidate Assets

My Executor is further authorized and empowered, in his or her discretion, to selectively allocate specific assets of my estate to specific heirs in order to fulfil a legacy to such heir and carry out the general intent of my Will. My Executor is further authorized, in his or her discretion, to sell assets of my estate for purposes of liquidating the estate in order to distribute cash to my heirs in order to fulfil the legacies provided herein. These powers are granted with the intent that my Executor shall be able to partition my estate in such a fashion to avoid co-ownership of assets by my heirs, to the extent that my Executor deems it necessary to carry out my wishes.

ARTICLE NINETEEN

Ancillary Representation

If it becomes necessary for a representative of my estate to qualify in any jurisdiction other than the State of my domicile at the time of my death, then to the extent that I may legally do so, I hereby nominate, constitute, and appoint my Executor named in this Will as my representative in such jurisdiction and direct that such Executor shall serve without bond. If for any reason my Executor is unable or unwilling to serve as such representative or cannot qualify as such representative, then I hereby appoint my Executor named herein to designate (to the extent that the Executor may legally do so) a person or a corporation to serve as my representative and request that such person or corporation shall serve without bond. Any representative named as provided herein (to the extent

that it may legally do so) shall have in such jurisdiction all the powers and duties conferred or imposed on my Executor by the provisions of this Will. Notwithstanding the foregoing, if the laws of any jurisdiction contain residency requirements for any person or persons named in a fiduciary capacity herein, which laws are not satisfied by the person so appointed, that person named to such position is hereby authorized to appoint such other person or persons to serve as a co- fiduciary in satisfaction of the requirements of such law.

In Our Presence, the testator, **[Name of Testator]**, has declared or signified that this instrument is **[his/her]** testament and has signed it at the end and on each other separate page, and in the presence of the testator and each other we have hereunto subscribed our names on the date first above written in the City of **[CITY OF EXECUTION]**, **[PARISH]** Parish, State of Louisiana.

WITNESSES:

[Name of Testator]

Notary Public, State of Louisiana

SAMPLE

STATE OF LOUISIANA

PARISH OF [PARISH]

LIVING WILL DECLARATION

This Declaration is made on this [Day of Month th, nd] day of [Month], [YEAR], pursuant to the Louisiana Natural Death Act, La. R.S. 40:1299.58.1 et seq.

I, [Name of Testator], being of sound mind, willfully and voluntarily make known my desire that my dying shall not be artificially prolonged under the circumstances set forth below.

1. I do hereby declare that if at any time:
 - (a) I should have an incurable injury, disease or illness; and
 - (b) Said incurable injury, disease or illness is diagnosed, confirmed and certified by my treating physician who has personally examined me; and
 - (c) In the opinion of my treating physician and [name(s) person to decide Living Will], that I have a terminal and irreversible condition, or I am in a continual profound comatose state with no reasonable chance of recovery; and
 - (d) Where my treating physician and [name(s) person to decide Living Will] have determined that my death will occur whether or not life sustaining procedures are utilized; and
 - (e) Where, in the opinion of my treating physician and [name(s) person to decide Living Will], the application of life-sustaining procedures will serve only to prolong artificially the dying process.
2. Then under those circumstances, I direct that all life-sustaining procedures be withheld or withdrawn. I further direct that I be permitted to die naturally, with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care.

In the event that the only procedure I am being provided is artificial nourishment, then I direct that both nutrition and hydration (food and water) be withheld.
3. If [name(s) person to decide Living Will] is unable or unwilling to act for me, then I substitute the next person willing to serve from the list below in the order named:
 1. [name Alt 1 person to decide Living Will]
 2. [name Alt 2 person to decide Living Will]
 3. [name Alt 3 person to decide Living Will]
4. In the absence of my ability to give direction regarding the use of such life-sustaining procedures, it is intention that this Declaration shall be honored by my family and physician(s) as the final expression of my legal right to refuse medical or surgical treatment and accept the consequences from such refusal.
5. I understand the full import of this Declaration, and I am emotionally and mentally competent to make this Declaration.
6. Terms used in this Declaration shall have the meaning prescribed in the Louisiana Natural Death Act, La. R.S. 40:1299.58.1 et seq. as amended now or hereafter.

7. Signed, declared and sworn by me on the date first above written.

[Name of Testator]
Declarant

The declarant has been personally known to me and I believe the declarant to be of sound mind. Both witnesses are competent adults who are not entitled to any portion of the estate of the declarant upon declarant's death. The declarant signed this Declaration in our presence on the date set forth above.

WITNESSES:

Notary Public, State of Louisiana

SAMPLE

STATE OF LOUISIANA

PARISH OF [PARISH]

SPRINGING DURABLE POWER OF ATTORNEY

I, [Name of Testator], on this [Day of Month th, nd] day of [Month], [YEAR], declare before the undersigned Notary and two witnesses, after being duly sworn, as follows:

My domicile and mailing address is [Address];

In the event that I should, in the opinion of a licensed medical doctor, become disabled or incapacitated, and incapable of managing my affairs, I hereby name and appoint [Name of Agent for POA] (my "Agent"), as my general Agent and attorney-in-fact to act for me, and to conduct, manage and transact all of my affairs and business, general and special, without any exceptions whatsoever. It is my intention and direction that my designated agent, and any person or entity that my designated agent may transact business with on my behalf, may rely on a written medical opinion issued by a licensed medical doctor stating that I am disabled or incapacitated, and incapable of managing my affairs, and that said medical opinion shall establish whether or not I am under a disability for the purpose of establishing the authority of my designated agent to act in accordance with this power of attorney.

If my agent is unable or unwilling to act for me, then I designate to serve as my agent as authorized in this document, the next person willing to serve from the list below in the order named:

1. [Name of Alt 1 Agent for POA]
2. [Name of Alt 2 Agent for POA]
3. [Name of Alt 3 Agent for POA]

This Power of Attorney is intended to, and does, revoke any prior Power of Attorney I have previously executed relating to management of my financial affairs.

I do hereby generally grant unto my said Agent the powers to do and perform every act that my Agent determines to be necessary, advantageous or in my best interest, as fully and with the same validity and legal effect as if performed by me personally, including without limitation the following:

1. To enter my residences, places of business and other properties I own and to take possession of all my books, records and personal property;
2. To open and answer my mail;

3. To act for me regarding my accounts with banks, brokers, mutual funds, and other depositories; to open and close accounts in my name; to endorse my name and draw checks and drafts upon or otherwise withdraw funds from my accounts; to sign my name to checks, bills of exchange and other instruments; and to deposit obligations for collection;
4. To enter any safe deposit box or other secured area to which I have access and to remove any item of property therefrom;
5. To borrow money in my name and guarantee the debts of others, and, in connection, therewith, to sign any promissory notes or other evidence of debt or *in solido* guarantees of debts of others;
6. To sell, transfer, surrender or purchase any stocks, bonds and other securities and execute receipts for the sale thereof, stock and bond powers and other instruments of transfer that my Agent deems appropriate, and to exercise any and all voting rights regarding securities, whether as shareholder, partner, limited liability company member or otherwise, including without limitation any and all rights to attend and vote at meetings, and to execute proxies or consent agreements;
7. To sell, lease, mortgage, encumber, assign or otherwise alienate any property I own, of every kind, movable or immovable, real or personal, wherever situated, for cash or on credit, on terms and conditions as my Agent shall determine appropriate in my Agent's solo and uncontrolled discretion, and, in connection therewith, to sign in my name and to deliver all deeds, bills of sale and acts of sale, leases, releases, compromises, exchanges and contracts affecting my property, and to grant mortgages, pledges, assignments, chattel mortgages, and security rights and interest in my property to security any obligation of mine or any other person or entity, and execute instruments evidencing such security rights containing such terms and conditions as my Agent may deem appropriate, including waivers of notice and appraisal, *pact de no alienando*, confession of judgment and consent to foreclosure by executory process;
8. To execute, amend, acknowledge, renew, extend or terminate contracts and agreements in my name;
9. To enforce, prosecute, compromise and defend actions in law or equity before any state or federal trial or appellate court, arbitration panel or other judicial or administrative forum;
10. To accept a bequest, legacy, inheritance or donation;

11. To sign on my behalf IRS Form 2848, designating my Agent to represent me in all matters involving any federal tax or taxes for which I am responsible as a fiduciary; to act for me in all matters relating to taxes, and sign in my name and file all income, inheritance, estate, gift, estate transfer, sales, use and other tax returns; to settle, adjust, pay, appeal or protest any imposition of taxes; to receive, endorse and cash refund checks; and to represent me in all tax proceedings with the Internal Revenue Service, Department of Revenue and Taxation, and other taxing authorities;
12. Release of Information. I agree to, authorize and allow full release of information, by any government agency, business, creditor or third party who may have information pertaining to my assets or income, to my agent named herein;
13. To act as guardian or conservator of my person, or my estate, or both, in the event that a Court of competent jurisdiction deems it necessary to appoint someone to serve in such capacity;
14. To act in the capacity of provisional guardian for my children and to provide for the health, education and welfare of such children as provided by the law on Provisional Custody by Mandate, specifically including the authority to (1) Consent to and authorize such medical care, treatment, or surgery as may be deemed necessary for the health, safety, and welfare of the children, (2) Enroll the children in such schools or educational institutions as may be deemed necessary for their due and proper education, (3) Discipline the children in such reasonable manner as may be necessary for their proper rearing, supervision and training, (4) Do and perform all other such acts as may be necessary for the shelter, support, and general welfare of the children; and
15. To generally do any and all things not above enumerated but which I could legally do myself, except that:

My Agent is not authorized to make any gifts.

This is a durable power of attorney and shall not be affected or revoked by the mere lapse of time or if I subsequently become disabled, incapable or incompetent. In the event of any judgment of incompetency or interdiction, I hereby nominate my Agent as curator (guardian/conservator) both of my person and my property and estate. I hereby agree to ratify and confirm whatever my Agent shall lawfully do or cause to be done by this power of attorney.

THUS DONE AND SIGNED by me in multiple originals in the State and Parish and on the date first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the undersigned Notary Public.

WITNESSES:

[Name of Testator]

Notary Public, State of Louisiana



STATE OF LOUISIANA

PARISH OF [PARISH]

**DURABLE PERSONAL AND HEALTH
CARE POWER OF ATTORNEY**

I, [Name of Testator], on this [Day of Month th, nd] day of [Month], [YEAR], declare before the undersigned Notary and two witnesses, after being duly sworn, as follows:

My domicile and mailing address is [Address];

That I hereby name and appoint [Name of Agent for POA], (my "Agent") to make all personal and health care decisions for me (other than "living will" declarations, regarding which I have executed a living will to withhold or withdraw life-sustaining medical procedures if I am in an irreversible terminal comatose state with no reasonable hope of recovery, pursuant to R.S. 40:1299.58.1 et seq.)

If my agent is unable or unwilling to act for me, then I designate to serve as my agent as authorized in this document, the next person willing to serve from the list below in the order named:

1. [Name of Alt 1 Agent for POA]
2. [Name of Alt 2 Agent for POA]
3. [Name of Alt 3 Agent for POA]

That I generally grant my Agent the powers to do each and every act that my Agent determines to be necessary, advantageous or in my best interest concerning my personal and health care, as fully and with the same validity and legal effect as if performed by me personally, including, but without limitation to, the following powers:

1. To gain access to my medical and hospital records and to execute releases for the same and to disclose the same;
2. To select, employ and discharge health care personnel and providers;
3. To summon paramedics or other emergency personnel and seek emergency treatment for me;
4. To arrange for my hospitalization and for other institutional health and convalescent care, hospital care, nursing home care, or placement in continuing care facility, long-term retirement care facility, hospice or other long-term institutional care if recommended by my primary treating physician;

5. To arrange for my care in my personal residence or at another private residence, and, in conjunction therewith, to employ and discharge nurses, sitters, maids, cooks, or other household personnel and to arrange for household maintenance and upkeep, ordinary and extraordinary repairs and maintenance, and installation of medical and prosthetic equipment to assist in my continued maintenance and support in a standard of living commensurate with my customary living standard, to the extent practical and in consideration of the financial resources available to pay for same;
6. To consent, or refuse to consent, to any medical procedure, test, treatment, surgery, other medical procedures or the administration of drugs; and to sign and to execute releases from liability of health care professional or institution that acts in reliance upon my Agent's consent to such procedure, test or treatment; and to withhold or revoke consent to any medical procedures, test or treatment even if contrary to medical advice;
7. To consent or refuse consent, to and arrange for any exploratory surgery, unconventional or radical surgery or medical treatment even though the benefits of such surgery or treatment have not been confirmed by conventional medical procedures;
8. To consent, or refuse consent, to and arrange for the administration of pain-relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including experimental and unconventional pain-relieving therapies which my Agent, in my Agent's sole discretion, deems may be helpful even though such drugs or procedures may risk or lead to permanent physical damage or addiction, or arguably hasten the amount of (but not intentionally cause) my death;
9. Upon the execution of a certificate by two (2) independent psychiatrists who have examined me and in whose opinion I am in immediate need of hospitalization because of mental disorders, alcoholism or drug abuse, to arrange for my voluntary admission to an appropriate hospital or institution for treatment hereof;
10. To change my residence (but not domicile) to any other place in the United States or, if seeking medical treatment, without the United States; to arrange for travel and visits by or to members of my family as my Agent deems advantageous for my psychological benefit; and
11. To obligate my resources and estate to pay for any and all such care, and, in conjunction therewith, to direct and compel any other agent under a general durable power of attorney or any trustee of a revocable trust I may have established, to pay the obligations incurred by my Agent under this personal and health care power of attorney.

I hereby agree to ratify and confirm whatever my Agent shall lawfully do or cause to be done by this power of attorney.

This is a durable power of attorney and shall not be affected or revoked by the mere lapse of time or if I subsequently become disabled, incapable or incompetent. In the event of any

judgment of incompetency or interdiction, I hereby nominate my said agent, as curator (guardian/conservator) both of my person and my property and estate.

THUS DONE AND SIGNED by me in multiple originals in the State and Parish and on the date first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the undersigned Notary Public.

WITNESSES:

[Name of Testator]

Notary Public, State of Louisiana

SAMPLE

STATE OF LOUISIANA

PARISH OF [PARISH]

PROVISIONAL CUSTODY BY MANDATE

BE IT KNOWN THAT on this __ day of _____, 20__, before me, the undersigned notary, and in the presence of the competent witnesses hereinafter named and undersigned:

Personally came and appeared:

[Name of Testator],

who is the Parent of the minor child, _____, who, by these presents make, name, constitute and appoint _____, and grant provisional custody of the above named child, to provide for the health, education and welfare of the child as provided by the law on Provisional Custody by Mandate, specifically including the authority to:

INITIAL ALL APPLICABLE PROVISIONS:

- _____ (1) Consent to and authorize such medical care, treatment, or surgery as may be deemed necessary for the health, safety, and welfare of the child.
- _____ (2) Enroll the child in such schools or educational institutions as may be deemed necessary for her due and proper education.
- _____ (3) Discipline the child in such reasonable manner as may be necessary for her proper rearing, supervision and training.
- _____ (4) Do and perform all other such acts as may be necessary for the shelter, support, and general welfare of the child.

This Provisional Custody by Mandate will be continue to be effective for one year from date hereof.

We agree that any party who receives a copy of this document may rely upon the authority granted the agent as indicated herein and may act in reliance on such authority. Revocation or termination by operation of law is not effective as to a third party until he has actual knowledge thereof. I agree to indemnify and hold harmless the third party for any claims that arise against him because of reliance on this Provisional Custody by Mandate.

The undersigned agent does hereby accept the provisional custody of the child named herein.

THUS DONE AND PASSED at _____, Parish of _____, State of Louisiana, in the presence of the undersigned competent witnesses, who sign these presents with appearers and me, notary, after due reading of the whole.

WITNESSES:

NOTARY PUBLIC

SAMPLE