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§111. Definition of death

A. A person will be considered dead if in the announced opinion of a physician, duly licensed in the state of Louisiana based on ordinary standards of approved medical practice, the person has experienced an irreversible cessation of spontaneous respiratory and circulatory functions. In the event that artificial means of support preclude a determination that these functions have ceased, a person will be considered dead if in the announced opinion of a physician, duly licensed in the state of Louisiana based upon ordinary standards of approved medical practice, the person has experienced an irreversible total cessation of brain function. Death will have occurred at the time when the relevant functions ceased. In any case when organs are to be used in a transplant, then an additional physician, duly licensed in the state of Louisiana not a member of the transplant team, must make the pronouncement of death unless a hospital has adopted a written policy allowing that a single physician, duly licensed in the state of Louisiana, not a member of the transplant team, may make the pronouncement of death. In all cases in which a hospital written policy provides that a single physician makes the pronouncement of death, such policy shall also require an opinion by a second physician, not a member of the transplant team, as to the candidacy of the person for the process of organ donation.

B. The medical pronouncement of death by a coroner may also be based on personal observation, information, or statements obtained from coroner investigators, registered nurses, licensed practical nurses, physician assistants, or emergency medical technicians at the scene who are reporting from firsthand observation of the physical condition of the deceased. The time of death shall be reported as the time that the death was reported or discovered. The name of the personnel that the coroner is relying on shall be noted on the coroner's investigative report.

Added by Acts 1976, No. 233, §1; Acts 2001, No. 317, §1; Acts 2010, No. 937, §1, eff. July 1, 2010; Acts 2015, No. 302, §1; Acts 2026, No. 367, §1.

§153. Definitions

As used in this Chapter:

(1) "Administrator" means the state treasurer.

(2) "Apparent owner" means a person whose name appears on the records of a holder as the person entitled to property held, issued, or owed by the holder.

(3) "Business association" means a corporation, joint stock company, investment company, partnership, unincorporated association, joint venture, limited liability company, business trust, trust company, savings and loan association, building and loan association, savings bank, industrial bank, land bank, safe deposit company, safekeeping depository, bank, banking organization, financial organization, insurance company, mutual fund, credit union, utility, or other business entity consisting of one or more persons, whether or not for profit.

(4) "Designated custodian" means a banking organization or a business association that, on behalf of the administrator, receives and maintains securities or digital assets from holders pending transfer to claimants or liquidation.

(5)(a) "Digital asset" means any of the following that are held in a digital asset account:

(i) Virtual currency.

(ii) Cryptocurrency.

(iii) Natively electronic assets, including stablecoins or non-fungible tokens.

(iv) Any other digital-only asset that confers economic, proprietary, or access rights or powers.

(b) "Digital asset" does not include any of the following:

(i) A security.

(ii) Game-related digital content.

(iii) A gift card.

(iv) A loyalty card.

(6) "Digital asset account" means a customer account, a digital asset wallet, or other repository device maintained by an owner with a digital asset holder that may contain one or more types of digital assets, money, or other property.

(7) "Digital asset holder" means a holder that establishes or maintains a digital asset account for an owner.

(8) "Digital asset wallet" means a software application or other mechanism that provides a means to hold, store, or transfer a digital asset.

(9) "Domicile" means the state of incorporation of a corporation and the state of the principal place of business of a holder other than a corporation.

(10) "Fiduciary agent" means a representative of an owner whose services provided to the owner include locating, delivering, recovering, or assisting in the recovery of property to the owner, and shall be limited to Louisiana licensed attorneys, certified public accountants, and financial advisors.

(11) "Holder" means a person obligated to hold for the account of, or deliver or pay to, the owner of property that is subject to this Chapter.

(12) "Insurance company" means an association, corporation, or fraternal or mutual benefit organization, whether or not for profit, engaged in the business of providing insurance including accident, burial, casualty, credit life, contract performance, dental, fidelity, fire, health, hospitalization, illness, life insurance, life endowments and annuities, malpractice, marine, mortgage, surety, and wage protection insurance.

(13) "Mineral" means gas, oil, coal, other gaseous liquid and solid hydrocarbons, oil shale, cement material, sand and gravel, road material, building stone, chemical substance, gemstone, fissionable and nonfissionable ores, colloidal and other clay, steam and other geothermal resource, or any other substance defined as a mineral by the law of this state.

(14) "Mineral proceeds" means amounts payable for the extraction, production, or sale of minerals, or, upon the abandonment of those payments, all payments that become payable thereafter. The term includes amounts payable for all of the following:

(a) For the acquisition and retention of a mineral lease, including bonuses, royalties, compensatory royalties, shut-in royalties, minimum royalties, and delay rentals.

(b) For the extraction, production, or sale of minerals, including net revenue interests, royalties, overriding royalties, extraction payments, and production payments.

(c) Resulting from an agreement or option, including a joint operating agreement, unit agreement, pooling agreement, and farm-out agreement.

(15) "Money order" includes an express money order and a personal money order, on which the remitter is the purchaser. The term does not include a bank money order or any other instrument sold by a banking or financial organization if the seller has obtained the name and address of the payee.

(16) "Owner" means a person who has a legal or equitable interest in property subject to this Chapter or the person's legal representative. The term includes a depositor in the case of a deposit, a beneficiary in the case of a trust other than a deposit in trust, and a creditor, claimant, or payee in the case of other property.

(17) "Person" means an individual, business association, estate, trust, partnership, government, governmental subdivision, agency, or instrumentality, public corporation, or any other legal or commercial entity.

(18) "Private key" means a unique element of cryptographic data used to sign and authorize a transfer of a digital asset.

(19) "Property" means a fixed and certain interest in intangible property that is held, issued, or owed in the course of a holder's business, or by a government or governmental entity, and all income or increments therefrom. The term includes property that is referred to as or evidenced by the following:

(a) Money, a check, draft, deposit, interest, or dividend.

(b) Credit balance, customer's overpayment, gift certificate, security deposit, refund, credit memorandum, unpaid wage, unused ticket, mineral proceeds, or unidentified remittance.

(c) Stock or other evidence of ownership of an interest in a business association.

(d) A bond, debenture, note, or other evidence of indebtedness.

(e) Money deposited to redeem stocks, bonds, coupons, or other securities or to make distributions.

(f) An amount due and payable under the terms of an annuity or insurance policy, including policies providing life insurance, property and casualty insurance, workers' compensation insurance, or health and disability insurance.

(g) An amount distributable from a trust or custodial fund established under a plan to provide health, welfare, pension, vacation, severance, retirement, death, stock purchase, profit sharing, employee savings, supplemental unemployment insurance, or similar benefits.

(h) Any certificate, rebate, coupon, or other instrument issued in connection with a class action judgment or court-approved settlement of a class action proceeding which represents a refund on, or reduction of, the purchase price of an item or services purchased or to be purchased shall not constitute property within the meaning of this statute.

(i) A sports wagering account, as defined in R.S. 27:602.

(j) Digital assets.

(20) "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

(21) "State" means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or any territory or insular possession subject to the jurisdiction of the United States.

(22) "Utility" means a person who owns or operates for public use any plant, equipment, real property, franchise, or license for the transmission of communications or the production, storage, transmission, sale, delivery, or furnishing of electricity, water, steam, or gas.

Acts 1991, No. 209, §1, eff. July 2, 1991; Acts 1997, No. 809, §1, eff. July 10, 1997; Acts 2000, 1st Ex. Sess., No. 135, §2, eff. July 1, 2000; Acts 2022, No. 510, §1; Acts 2023, No. 351, §1, eff. June 12, 2023; Acts 2026, No. 891, §1, eff. Jan. 1, 2027.

§154. Presumptions of abandonment

A. Property is presumed abandoned if it is unclaimed by the apparent owner during the time set forth below for the particular property for the following:

(1) Travelers check, fifteen years after issuance.

(2) Money order, seven years after issuance.

(3)(a) Stock or other interest in a business association, including a debt obligation other than a bearer bond or original issue discount bond, if either of the following applies:

(i) Three years after the earlier of the date of an unpresented instrument issued to pay interest or a dividend or other cash distribution, or the date of issue of an undelivered stock certificate issued as a stock dividend, split, or other distribution.

(ii) If a dividend or other distribution has not been paid on the stock or other interest for three consecutive years, or the stock or other interest is held pursuant to a plan that provides for the automatic reinvestment of dividends or other distributions, three years after the date of the second mailing of a statement of account or other notification or communication that was returned as undeliverable, or after the holder discontinued mailings to the apparent owner, whichever is earlier.

(b) Any dividend, profit, distribution, interest, redemption, payment on principal, or other sum held or owing by a business association for or to a shareholder, certificate holder, member, bond holder, or other security holder, who has not claimed it, or corresponded in writing with the business association concerning it, within three years after the date prescribed for payment or delivery.

(4) A demand, savings, or matured time deposit, including a deposit that is automatically renewable, five years after the earlier of its maturity or the date of the last indication by the owner of interest in the property; however, property that is automatically renewable is deemed matured for purposes of this Section upon its initial date of maturity, unless the owner has consented to a renewal at or about the time of the renewal and the consent is in writing or is evidenced by a memorandum or other record on file with the holder. However, no property under this Paragraph shall be presumed abandoned if a banking or financial organization has forwarded a statement or other written communication to the owner within the preceding ninety days with regard to the property at the owner's last known address and the statement or communication has not been returned to the banking or financial organization as undeliverable or unclaimed by the forwarding agent.

(5) Money or credits owed to a customer as a result of a retail business transaction, three years after the obligation accrued.

(6) Gift certificate, three years after December thirty-first of the year in which the certificate was sold.

(7) Amount owed by an insurer on a life or endowment insurance policy or annuity contract that has matured or terminated, three years after the obligation to pay arose or, in the case of a policy or contract payable upon proof of death, three years after the insured has attained, or would have attained if living, the limiting age under the mortality table on which the reserve is based.

(8) Property distributable by a business association in a course of dissolution, one year after the property becomes distributable.

(9) Property received by a court as proceeds of a class action, and not distributed to members of the class, one year after the distribution date.

(10) Property held by a court, state or other government, governmental subdivision or agency, public corporation, or other public authority, one year after the property becomes distributable, except as provided in R.S. 15:86.1.

(11) Wages or other compensation for personal services, one year after the compensation becomes payable.

(12) Deposit or refund owed to a subscriber by a utility, one year after the deposit or refund becomes payable.

(13) Property in an individual retirement account or other account or plan that is qualified for tax deferral under the income tax laws of the United States, three years after the earliest of the date of the distribution or attempted distribution of the property, the date of the required distribution as stated in the plan or trust agreement governing the plan, or the date, if determinable by the holder, specified in the income tax laws of the United States by which distribution of the property must begin in order to avoid a tax penalty.

(14) Mineral proceeds, two years after the property is payable or distributable.

(15)(a) Funds in an education savings account established in accordance with the Louisiana Student Tuition Assistance and Revenue Trust Program as provided in Chapter 22-A of Title 17 of the Louisiana Revised Statutes of 1950 during any five-year period subsequent to the beneficiary's thirty-fifth birthday.

(b) Funds in an education savings account established in accordance with the Louisiana Student Tuition Assistance and Revenue Trust Kindergarten Through Grade Twelve Program as provided in Chapter 22-B of Title 17 of the Louisiana Revised Statutes of 1950 during any five-year period subsequent to the beneficiary's twentieth birthday.

(16) Funds in a sports wagering account if there has been no activity within three years after the last date the account owner did any of the following: placed a wager, deposited funds, withdrew funds, or provided credentials to log into the account.

(17) Property distributable in the course of a demutualization, rehabilitation, or related reorganization of an insurance company, two years after the date of the demutualization or other

event covered in this Paragraph if, at the time of the demutualization or other event covered in this Paragraph, the last known address of the owner on the book and records of the holder is known to be incorrect, or distributions or statements are returned by the post office as undeliverable, and the owner has not communicated in writing with the holder or its agent regarding the interest, or otherwise communicated with the holder regarding the interest as evidenced by a memorandum or other record on file with the holder or its agent.

(18) Checks drawn on a campaign account pursuant to R.S. 18:1505.2 for the return of campaign contributions made in excess of contribution limits, twelve months from the date of the check if not negotiated.

(19) A digital asset account, after three years if the owner has not shown any activity or interest. If the digital asset holder sends first class mail through the United States Postal Service to the owner and the mail is returned as undeliverable, the account is presumed abandoned three years after the mail is returned.

(20) All other property, five years after the obligation to pay or distribute the property arises.

B. At the time that an interest is presumed abandoned under Paragraph (A)(3) of this Section, any other property right accrued or accruing to the owner as a result of the interest, and not previously presumed abandoned, shall also be presumed abandoned.

C.(1) Property is unclaimed if, for the applicable period of time set forth in Subsection A of this Section, the apparent owner has not communicated, in writing or by other means reflected in a contemporaneous record prepared by or on behalf of the holder, with the holder concerning the property or the account in which the property is held, and has not otherwise indicated an interest in the property. A communication with an owner by a person other than the holder or its representative who has not in writing identified the property to the owner shall not be an indication of interest in the property by the owner.

(2) Property is unclaimed for purposes of Paragraph (A)(15) of this Section if, for the applicable period of time set forth in Paragraph (A)(15) of this Section, the education savings account owner has not communicated, in writing or by other means reflected in a contemporaneous record prepared by or on behalf of the holder, with the holder concerning the account in which the funds are held, and has not otherwise indicated an interest in the funds and the beneficiary of the account has not requested a disbursement of any of the funds for qualified higher education expenses. A communication with an owner by a person other than the holder or its representative who has not identified the account in writing to the owner shall not be an indication of interest in the property by the owner.

D. An indication of an owner's interest in property includes the following:

(1) The presentment of a check or other instrument of payment of a dividend or other distribution made with respect to an account or underlying stock or other interest in a business

association or, in the case of a distribution made by electronic or similar means, evidence that the distribution has been received.

(2) Owner-directed activity in the account in which the property is held, including a direction by the owner to increase, decrease, or change the amount or type of property held in the account.

(3) The making of a deposit to or withdrawal from a bank account, including any one-time or recurring automatic clearing house transaction, or any other electronic transaction that is owner-directed or otherwise authorized by the account owner.

(4) The payment of a premium with respect to a property interest in an insurance policy; however, the application of an automatic premium loan provision or other nonforfeiture provision contained in an insurance policy does not prevent a policy from maturing or terminating if the insured has died or the insured or the beneficiary of the policy has otherwise become entitled to the proceeds before the depletion of the cash surrender value of a policy by the application of those provisions.

(5) The accessing of a deposit account by the owner through the website or other restricted electronic access point of the banking or financial organization.

E.(1) Notwithstanding Subsection D of this Section, an indication of an owner's interest in a digital asset or digital asset account includes any of the following actions by the owner:

(a) Conducting a transaction involving the digital asset account, including buying or selling digital assets, or depositing into or withdrawing from the account fiat currency or other property, whether by a one-time transaction or a recurring transaction previously authorized by the owner.

(b) Accessing the digital asset account electronically.

(c) Conducting any activity with respect to another digital asset account or any other property owned by that owner and held by that same digital asset holder.

(d) Any other action taken by an owner that reasonably demonstrates to the digital asset holder that the owner is aware of the existence of the property.

(2) Failure of an owner to respond to a communication from a digital asset holder does not constitute an indication of the interest of an owner.

F. Property shall be payable or distributable for purposes of this Chapter notwithstanding the owner's failure to make demand or present an instrument or document otherwise required to obtain payment.

Acts 1986, No. 829, §1, eff. July 10, 1986; Acts 1991, No. 209, §1, eff. July 2, 1991; Acts 1992, No. 73, §1, eff. June 5, 1992; Acts 1997, No. 809, §1, eff. July 10, 1997; Acts 2003, No.

221, §1, eff. June 5, 2003; Acts 2004, No. 839, §1; Acts 2006, No. 573, §1; Acts 2015, No. 350, §1, eff. June 29, 2015; Acts 2018, No. 687, §1, eff. May 30, 2018; Acts 2022, No. 510, §1; Acts 2024, No. 615, §1; Acts 2025, No. 398, §3, eff. June 20, 2025; Acts 2026, No. 891, §1, eff. Jan 1, 2027.

§159. Report of abandoned property

A. A holder of property presumed abandoned shall make a report to the administrator concerning the property.

B. The report shall be verified and shall include all of the following:

(1) Except with respect to a traveler's check or money order, the name if known, and last known address, if any, and the social security number or taxpayer identification number, if readily ascertainable, of the apparent owner of property of the value of ten dollars or more.

(2) An aggregated amount of items valued under ten dollars each.

(3) In the case of unclaimed money amounting to ten dollars or more held or owing under any annuity or life or endowment insurance policy the full name and last known address of the insured or annuitant and of the beneficiary.

(4) In the case of tangible property held in a safe deposit box or other safekeeping depository, a description of the property and the place where it is held and where it may be inspected by the administrator, and any amounts owing to the holder.

(5) The date, if any, on which the property became payable, demandable, or returnable, and the date of the last transaction with the apparent owner with respect to the property.

(6) Other information that the administrator by rule prescribes as necessary for the administration of this Chapter.

C. If a holder of property presumed abandoned is a successor to another person who previously held the property for the apparent owner or the holder has changed its name while holding the property, the holder shall file with the report its former names, if any, and the known names and addresses of all previous holders of the property.

D. The report shall be filed before November first of each year and cover the twelve months next preceding July first of that year.

E.(1) The holder of property presumed abandoned shall send written notice to the apparent owner not more than one hundred twenty days nor less than sixty days before filing the report required by this Section, stating that the holder is in possession of property subject to this Chapter if each of the following applies:

(a) The holder has in its records an address for the apparent owner that the holder's records do not disclose to be inaccurate.

(b) The claim of the apparent owner is not barred by the statute of limitations.

(c) The value of the property is fifty dollars or more.

(2) If the property is a digital asset, the notice required by Paragraph (1) of this Subsection shall inform the apparent owner that the property may be liquidated if the apparent owner does not provide a timely response to the holder.

F. Before the date for filing the report, the holder of property presumed abandoned may request the administrator to extend the time for filing the report. The administrator may grant the extension for good cause. The holder, upon receipt of the extension, may make an interim payment on the amount the holder estimates will ultimately be due, which shall terminate the accrual of additional interest on the amount paid.

G. The holder of property presumed abandoned shall file with the report an affidavit stating that the holder has complied with Subsection E of this Section.

Acts 1986, No. 829, §1, eff. July 10, 1986; Acts 1997, No. 809, §1, eff. July 10, 1997; Acts 2020, No. 156, §1; Acts 2026, No. 891, §1, eff. Jan 1, 2027.

§160. Payment or delivery of abandoned property

A. Upon filing the report required by R.S. 9:159, the holder of property presumed abandoned shall pay, transfer, or cause to be paid or transferred to the administrator the property described in the report as unclaimed, but if the property is an automatically renewable deposit, and a penalty or forfeiture in the payment of interest would result, the time for compliance is extended until a penalty or forfeiture would no longer result.

B. If the property reported to the administrator is a security or security entitlement under Chapter 8 of Title 10 of the Louisiana Revised Statutes of 1950, the administrator is an appropriate person to make an endorsement, instruction, or entitlement order on behalf of the apparent owner to invoke the duty of the issuer or its transfer agent or the securities intermediary to transfer or dispose of the security or the security entitlement in accordance with Chapter 8 of Title 10 of the Louisiana Revised Statutes of 1950.

C. If the holder of property reported to the administrator is the issuer of a certificated security, the administrator has the right to obtain a replacement certificate pursuant to R.S. 10:8-405, but an indemnity bond is not required.

D. An issuer, the holder, and any transfer agent or other person acting on behalf of the issuer or holder pursuant to them in accordance with this Section, R.S. 9:160.1, 160.2, 160.3, or 160.4 is not liable to the apparent owner and shall be indemnified against claims of any person in accordance with R.S. 9:162.

Acts 1986, No. 829, §1, eff. July 10, 1986; Acts 1997, No. 809, §1, eff. July 10, 1997; Acts 2026, No. 891, §1, eff. Jan. 1, 2027.

§160.1. Digital assets; liquidation order or directive; before report required by R.S. 9:159

A.(1) Notwithstanding the provisions of R.S. 9:160, the administrator may direct or order a digital asset holder to liquidate a digital asset before the date on which the filing of a report required by R.S. 9:159 for the digital asset is due.

(2) Any order or directive issued pursuant to this Subsection shall be accompanied by the summary required pursuant to R.S. 9:160.4.

B. If a digital asset holder receives an order or directive pursuant to Subsection A of this Section and reasonably believes the digital asset cannot be liquidated, or the digital asset holder cannot cause the digital asset to be liquidated, the digital asset holder shall promptly provide the administrator with written notice stating the reasons why.

C. Upon receiving notice pursuant to Subsection B of this Section, the administrator shall direct the digital asset holder concerning an alternative disposition of the digital asset.

Acts 1986, No. 829, §1, eff. July 10, 1986; Acts 1997, No. 809, §1, eff. July 10, 1997; Acts 2026, No. 891, §1, eff. Jan. 1, 2027.

§160.2. Payment or delivery of abandoned digital asset; after receipt of report required by R.S. 9:159

A.(1) If property reported to the administrator is a digital asset, and the digital asset holder has the ability to transfer the digital asset, the digital asset holder shall transfer that digital asset, or the control necessary to transfer that digital asset, to the administrator within thirty days from the date on which that digital asset is reported.

(2) A digital asset holder who delivers a digital asset pursuant to Paragraph (1) of this Subsection shall provide the administrator, upon request, with a record evidencing delivery to the administrator's designated custodian.

(3) Within thirty days after the date on which the digital asset holder delivers a digital asset pursuant to Paragraph (1) of this Subsection, the digital asset holder shall provide the administrator with a reconciliation of the delivered digital asset with respect to the report filed regarding the digital asset.

B. Notwithstanding Paragraph (A)(1) of this Section, if the administrator determines a reported digital asset cannot be accepted due to any factor or factors in R.S. 9:160.4, it may direct

or order the digital asset holder to sell or otherwise liquidate the digital asset and deliver the net proceeds to the administrator.

C. A digital asset holder is not required to deliver a digital asset in accordance with Paragraph (A)(1) of this Section if the digital asset holder does not have the private key or other authority that is necessary to transfer the digital asset. Instead, the digital asset holder described in this Paragraph shall do all the following:

(1) Report the digital asset in accordance with R.S. 9:159.

(2) Maintain the digital asset until the digital asset holder obtains the ability to transfer the digital asset.

(3) Determine no less than annually as to whether the digital asset holder has obtained the ability to transfer the digital asset.

(4) After obtaining the ability to transfer the digital asset, deliver the digital asset to the administrator at the next reporting cycle.

D. Between receipt of a digital asset in its native form and when R.S. 9:160.3(A) is applicable, no digital asset delivered to the administrator in its native form shall be liquidated except when either of the following occurs:

(1) A request is received by a claimant pursuant to R.S. 9:160.3(B).

(2)(a) The digital asset cannot reasonably be maintained in custody by the administrator due to technological, security, or regulatory limitations.

(b) The cost of custody, administration, or security of the digital asset exceeds the value of the digital asset.

Acts 1986, No. 829, §1, eff. July 10, 1986; Acts 1997, No. 809, §1, eff. July 10, 1997; Acts 2026, No. 891, §1, eff. Jan. 1, 2027.

§160.3. Disposal of digital assets; liquidation; recovery of value

A. The administrator shall not sell or liquidate a digital asset until three years after the digital asset is received by the administrator.

B. Upon approval of a claim, the claimant may request the administrator to dispose of a digital asset by sale or liquidation and remit the net proceeds to the claimant.

Acts 1986, No. 829, §1, eff. July 10, 1986; Acts 1997, No. 809, §1, eff. July 10, 1997; Acts 2026, No. 891, §1, eff. Jan. 1, 2027.

§160.4. Administrator to provide an order or directive to liquidate digital assets

A. Any order or directive issued by the administrator to require a holder of a digital asset to sell or liquidate shall be based upon at least one of the following:

(1) The ability of the administrator to manage digital assets in their native form at the time the report is received.

(2) Whether the reporting file format supports the receipt of digital assets in their native form.

(3) Whether the database management system of the administrator supports digital assets in their native form.

(4) Whether the costs of custody and administration of the reported digital assets in native form would exceed the value of the reported digital assets.

B. Any order or directive issued by the administrator to a digital asset holder to liquidate or sell a digital asset shall include a summary of the factor or factors in Subsection A of this Section that led to the order or directive.

C. The administrator shall not order or direct a holder to deliver the liquidated value of a digital asset presumed abandoned solely on the basis that the administrator does not have a designated custodian in place or a designated custodian is not yet operational.

Acts 1986, No. 829, §1, eff. July 10, 1986; Acts 1997, No. 809, §1, eff. July 10, 1997; Acts 2026, No. 891, §1, eff. Jan. 1, 2027.

§160.5. General provisions applying to digital assets

Notwithstanding any law to the contrary, all of the following shall apply:

(1) The delivery of a digital asset or its liquidated value to the administrator's designated custodian constitutes payment or delivery for purposes of this Chapter.

(2) A digital asset listed on an established exchange may not be sold or liquidated pursuant to any authority in this Chapter for less than the price prevailing on the exchange at the time of sale.

(3) The sale or liquidation of a digital asset not listed on an established exchange that is sold or liquidated pursuant to any authority in this Chapter may be by any commercially reasonable method, and the price received shall be considered the prevailing price for valuation purposes.

(4) Notwithstanding any provision to the contrary, the administrator, designated custodian of the administrator, or digital asset holder shall not be held liable for any loss or gain that may or would have been obtained had a digital asset been held and transferred in its native form or sold or liquidated pursuant to any authority in this Chapter.

(5) The administrator may decline to offer a digital asset for sale if the administrator considers that the probable cost of sale will exceed the proceeds of that sale.

(6) A purchaser of a digital asset at a sale conducted by the administrator pursuant to this Chapter takes that digital asset free of any claim of the owner or previous holder and of any person claiming through or under the owner or previous holder.

(7) The administrator shall execute all documents and take all actions necessary to complete the transfer of ownership of a digital asset.

Acts 1986, No. 829, §1, eff. July 10, 1986; Acts 1997, No. 809, §1, eff. July 10, 1997; Acts 2026, No. 891, §1, eff. Jan. 1, 2027.

§164. Public sale of abandoned property

A. Except as otherwise provided in this Section, the administrator, within three years after the receipt of abandoned property, may sell it to the highest bidder at public sale at a location in the state which in the judgment of the administrator affords the most favorable market for the property. The administrator may decline the highest bid and reoffer the property for sale if the administrator considers the bid to be insufficient. The administrator need not offer the property for sale if the administrator considers that the probable cost of sale will exceed the proceeds of the sale. A sale held under this Section shall be preceded by a single publication of notice, at least three weeks before sale, in a newspaper of general circulation in the parish in which the property is to be sold.

B. Securities listed on an established stock exchange shall be sold at prices prevailing on the exchange at the time of sale. Other securities may be sold over the counter at prices prevailing at the time of sale or by any other method the administrator considers reasonable.

C. Securities constituting stock or other interest in a business association shall be held for at least three years before being sold and all other securities shall be held for at least one year before being sold, unless the administrator considers an earlier sale to be in the best interest of the state.

D. If securities constituting stock or other interest in a business association are sold by the administrator before the expiration of three years from their delivery to the administrator, a person making a claim under this Chapter before the end of the three-year period is entitled to the proceeds of the sale of the securities or the market value of the securities at the time the claim is made, whichever is greater, plus dividends, interest, or other increments thereon up to the time the claim is made, less any deduction for expenses of sale. A person making a claim under this Chapter after the expiration of the three-year period is entitled to receive the securities delivered to the

administrator by the holder, if they still remain in the custody of the administrator, or the net proceeds received from sale, and is entitled to receive any dividends, interest, or other increments thereon occurring after delivery to the administrator.

E. A purchaser of property at a sale conducted by the administrator pursuant to this Chapter takes the property free of all claims of the owner or previous holder and of all persons claiming through or under them. The administrator shall execute all documents necessary to complete the transfer of ownership.

F. The provisions of this Section do not apply to digital assets.

Acts 1988, No. 1006, §1, eff. Aug. 1, 1988; Acts 1992, No. 1119, §1; Acts 1997, No. 809, §1, eff. July 10, 1997; Acts 2026, No. 891, §1, eff. Jan. 1, 2026.

§315.1. Rebuttable presumption; deviation from guidelines by court; stipulations by parties

A. The guidelines set forth in this Part are to be used in any proceeding to establish or modify child support filed on or after October 1, 1989. There shall be a rebuttable presumption that the amount of child support obtained by use of the guidelines set forth in this Part is the proper amount of child support.

B. The court may deviate from the guidelines set forth in this Part if their application would not be in the best interest of the child or would be inequitable to the parties. The court shall give specific oral or written reasons for the deviation, including a finding as to the amount of support that would have been required under a mechanical application of the guidelines and the particular facts and circumstances that warranted a deviation from the guidelines. The reasons shall be made part of the record of the proceedings.

C. In determining whether to deviate from the guidelines, the court's considerations may include:

(1) The legal obligation of a party to support dependents who are not the subject of the action before the court and who are in that party's household.

(2) That in a case involving one or more families consisting of children, none of whom live in the household of the noncustodial or nondomiciliary parent but who have existing child support orders (multiple families), the court may use its discretion in setting the amount of the basic child support obligation.

(3) The extraordinary medical expenses of a party, or extraordinary medical expenses for which a party may be responsible, not otherwise taken into consideration under the guidelines.

(4) An extraordinary community debt of the parties.

(5) The need for immediate and temporary support for a child when a full hearing on the issue of support is pending but cannot be timely held. In such cases, the court at the full hearing shall use the provisions of this Part and may redetermine support without the necessity of a change of circumstances being shown.

(6) The permanent or temporary total disability of a spouse to the extent such disability diminishes the spouse's present and future earning capacity, the spouse's need to save adequately for uninsurable future medical costs, and other additional costs associated with such disability, such as transportation and mobility costs, medical expenses, and higher insurance premiums.

(7) That support awarded for an adult child with a disability, as defined in R.S. 9:315.22, may be a long-term and financially burdensome obligation that warrants the court's special consideration of the circumstances surrounding the manifestation of the disability and the financial burden imposed on the obligor.

(8) The status of a parent as an unemancipated minor with limited contractual, procedural, and earning capacity; the availability of familial or other sources of support to the minor parent; and the desirability of continuing the minor parent's education.

(9) Any other consideration that would make application of the guidelines not in the best interest of the child or children or inequitable to the parties.

D. The court may review and approve a stipulation between the parties entered into after the effective date of this Part as to the amount of child support to be paid. If the court does review the stipulation, the court shall consider the guidelines set forth in this Part to review the adequacy of the stipulated amount and may require the parties to provide the court with the income statements and documentation required by R.S. 9:315.2.

Acts 1989, 2nd Ex. Sess., No. 9, §1, eff. Oct. 1, 1989; Acts 1990, No. 117, §1, eff. June 29, 1990; Acts 1992, No. 123, §1, eff. June 1, 1992; Acts 2001, No. 1082, §1; Acts 2005, 1st Ex. Sess., No. 59, §1, eff. Dec. 6, 2005; Acts 2008, No. 579, §1; Acts 2015, No. 379, §1, eff. Aug. 1, 2016; Acts 2023, No. 24, §1, eff. Jan. 1, 2024; Acts 2024, No. 448, §2, eff. Jan. 1, 2025; Acts 2026, No. 130, §1.

§335. Joint custody decree and implementation order; custody during an emergency or disaster

A.(1) In a proceeding in which joint custody is decreed, the court shall render a joint custody implementation order except for good cause shown.

(2)(a) The implementation order shall allocate the time periods during which each parent shall have physical custody of the child so that the child is assured of frequent and continuing contact with both parents.

(b) Unless the court determines it is not feasible or in the best interest of the child, physical custody of the child shall be shared equally.

(c) The implementation order shall include a provision that when either party is required to evacuate this state with a minor child because of an emergency or disaster declared under the provisions of R.S. 29:721 et seq., or declared by federal authority and it becomes impossible for the parties to exercise custody as provided in the judgment, the parties shall engage in continuous communication regarding the safe evacuation of the child, the location of the child during and after the emergency or disaster, and an interim custody plan for the child until the custody provisions of the judgment can be resumed.

(3) The implementation order shall allocate the legal authority and responsibility of the parents.

B.(1) In a decree of joint custody the court shall designate a domiciliary parent except when there is an implementation order to the contrary or for other good cause shown.

(2) The domiciliary parent is the parent with whom the child shall primarily reside, but the other parent shall have physical custody during time periods that assure that the child has frequent and continuing contact with both parents.

(3) The domiciliary parent shall have authority to make all decisions affecting the child unless an implementation order provides otherwise. All major decisions made by the domiciliary parent concerning the child shall be subject to review by the court upon motion of the other parent. It shall be presumed that all major decisions made by the domiciliary parent are in the best interest of the child.

C. If a domiciliary parent is not designated in the joint custody decree and an implementation order does not provide otherwise, joint custody confers upon the parents the same rights and responsibilities as are conferred on them by the provisions of Title VII of Book I of the Civil Code.

Acts 1993, No. 261, §5, eff. Jan. 1, 1994; Acts 1993, No. 905, §1; Acts 1995, No. 463, §1; Acts 2018, No. 378, §1, eff. May 20, 2018; Acts 2026, No. 605, §1.

§355.2. Applicability

A. This Subpart applies to a proposed relocation when any of the following exist:

(1) There is intent to establish the principal residence of a child at any location outside this state.

(2) There is no court order awarding custody and there is an intent to establish the principal residence of a child at any location within this state that is at a distance of more than seventy-five miles from the domicile of the other parent.

(3) There is a court order awarding custody and there is an intent to establish the principal residence of a child at any location within this state that is at a distance of more than seventy-five miles from the principal residence of the child at the time that the most recent custody decree was rendered.

(4) If either no principal residence of a child has been designated by the court or the parties have equal physical custody, and there is an intent to establish the principal residence of a child at any location within this state that is at a distance of more than seventy-five miles from the domicile of a person entitled to object to relocation.

B. To the extent that this Subpart conflicts with an existing custody order, this Subpart shall not apply to the terms of that order that govern relocation.

C. This Subpart shall not apply when either of the following circumstances exist:

(1) The persons required to give notice of and the persons entitled to object to a proposed relocation have entered into an express written agreement for the relocation of the principal residence of the child.

(2) There is in effect an order issued pursuant to any of the following:

(a) Part II of Chapter 28 of Title 46 of the Louisiana Revised Statutes of 1950.

(b) Chapter 28-A of Title 46 of the Louisiana Revised Statutes of 1950.

(c) Parts IV and V of Subpart H of Part III of Code Title V of Book I of Title 9 of the Louisiana Revised Statutes of 1950, except R.S. 9:372.1.

(d) Chapter 8 of Title XV of the Children's Code.

(e) Any other protective order prohibiting a person from harming or going near or in the proximity of the other person.

D. For purposes of this Subpart, miles shall be measured by the shortest distance that is publicly accessible by motor vehicle or by a public ferry, where applicable, from the principal residence of a child to the new intended principal residence.

Acts 1997, No. 1173, §1; Acts 2012, No. 627, §1; Acts 2026, No. 287, §1, eff. Jan. 1, 2027.

§360. Medical expert testimony; priority for trial

In any proceeding in which a medical expert has been subpoenaed to testify based upon allegations of abuse or neglect of a child, the court shall take the testimony of the medical expert in priority to the parties and other witnesses, absent extenuating circumstances that would prohibit this procedure. The court shall take the testimony of the medical expert for all purposes by which the medical expert's appearance is responsive to a subpoena.

Acts 2026, No. 9, §1.

§360.1. Applicability

The provisions of this Subpart shall apply to child custody proceedings pursuant to Title V of Book I of the Civil Code and child in need of care proceedings pursuant to Title VI of the Children's Code.

Acts 2026, No. 9, §1.

§405.1. Minors; acknowledgment of paternity

An unemancipated minor who is under sixteen years of age may not enter into an acknowledgment of paternity. An unemancipated minor who is sixteen or seventeen years of age may not enter into an acknowledgment of paternity without judicial authorization.

Acts 2026, No. 130, §1.

§405.2. Minors; judicial authorization of acknowledgment of paternity; venue

A request for judicial authorization pursuant to R.S. 9:405.1 may be submitted to a court of competent jurisdiction in the parish in which the minor parent executing the acknowledgment is domiciled or in the parish in which the child to be acknowledged is domiciled.

Acts 2026, No. 130, §1.

§405.3. Minors; application for judicial authorization of acknowledgment of paternity; procedure

A. Upon request by an unemancipated minor who is sixteen or seventeen years of age, the court may authorize the acknowledgment of paternity ex parte after considering the best interest of the minor parent executing the acknowledgment and the best interest of the child to be acknowledged.

B. The court may, in its discretion, require that the minor parent executing the acknowledgment be present to evaluate whether the minor parent understands the nature and consequences of an acknowledgment of paternity, whether the minor parent understands his right to seek blood and tissue tests for determination of paternity before executing the acknowledgment, and whether the minor parent has discussed the acknowledgment with his parents or tutor.

Acts 2026, No. 130, §1.

§1026. Interdicts; donations; limitations; net worth

A. Notwithstanding the provisions of R.S. 9:1022 through 1024 and pursuant to Subsection C of this Section, upon request of the curator and undercurator, the court may authorize a curator, in the name of and on behalf of an interdict with a direct or beneficial net worth of one hundred million dollars or more as a trust beneficiary or otherwise, to make the following donations:

(1) Subject to Paragraph (2) of this Subsection and Subsection C of this Section, other than to charitable recipients, an interdict may make, directly or indirectly, donations inter vivos of money and other assets from surplus funds of the interdict utilizing all or a portion of the interdict's annual federal gift tax exclusions pursuant to 26 U.S.C. 2503(b) and the interdict's lifetime credits and exemptions from federal estate tax and the tax on generation skipping transfers, pursuant to 26 U.S.C. 2010 and 2631 et seq., to one or more of the following: an interdict's direct descendant, sibling, descendant of a sibling, stepsibling, descendant of a stepsibling, or step-descendant of a sibling, or to one or more trusts for the benefit of the recipient or one or more class trusts for the benefit of such present and future recipients, including to grantor trusts. Additional donations inter vivos pursuant to this Paragraph may be made, except to a stepsibling, descendant of a stepsibling, step-descendant of a sibling, or a trust for the benefit of a stepsibling or step-descendant of a sibling, subject to a maximum lifetime limit of five times the prevailing federal estate tax lifetime exemption equivalent.

(2) Inter vivos noncharitable donations authorized in Paragraph (1) of this Subsection in the name or on behalf of an interdict shall be made in equal amounts to each member of the same class and generation descending from a common parent. Inter vivos noncharitable donations authorized in Paragraph (1) of this Subsection and made to nieces and nephews, including step-nieces and step-nephews, with the same parent shall be made equally to each descendant of that parent of the same generation.

(3) If the federal gift tax has been repealed, cumulative inter vivos transfers otherwise authorized in Paragraph (1) of this Subsection are permitted subject to an aggregate lifetime amount equal to six hundred percent of the highest gift tax lifetime exemption in effect prior to the gift tax being repealed. Annual exclusion donations may be made subject to the provisions of this Section after donations in the maximum allowable amounts pursuant to Paragraph (1) of this Subsection.

(4) Noncharitable testamentary dispositions made upon the death of the interdict, other than through intestacy, including a self-settled trust in which the interdict is a beneficiary may only be made to a direct descendant, sibling, descendant of a sibling of an interdict, one or more trusts for the benefit of such recipients, or one or more class trusts for the benefit of such present and future recipients, including to grantor trusts, but may not be made to a stepsibling, descendant of a stepsibling, or trust for the benefit of such recipient. Testamentary dispositions pursuant to this Paragraph shall be made in equal amounts to recipients of the same class and generation, except that a catch-up bequest may be made to an interdict's direct descendant, sibling, or descendant of a sibling to equalize a donation to a permissible recipient born after inter vivos donations were made to other recipients of the same degree.

(5) Nothing in this Section shall be construed to annul or supersede a lawful will or trust in effect prior to a person being interdicted.

(6) Inter vivos charitable dispositions may be made to charitable recipients, including split interest trusts, donor-advised funds, charitable trusts, and private foundations, even if such donees are controlled by a parent, direct descendant, sibling, or descendant of a sibling of an interdict, up to a maximum annual aggregate amount of ten percent of the interdict's net worth in excess of one hundred million dollars. An inter vivos charitable disposition pursuant to this Paragraph shall not be allowed if the interdict's net worth is less than one hundred million dollars.

B. Inter vivos donations, testamentary and charitable dispositions, including a charitable remainder trust, to one or more charities may be made that take effect upon the death of the interdict provided that such charitable donations shall not exceed an aggregate of seventy-five percent of the interdict's gross estate at the time of his death for federal estate tax reporting purposes.

C.(1) The court may authorize a curator to make a donation pursuant to Subsection A of this Section when the procedure provided for in Code of Civil Procedure Articles 4271 and 4566 is complied with and the donation does not materially impair the financial condition of the interdict and is not likely to deprive the interdict of sufficient funds to provide for his future needs and support. The court may require the curator to provide documentation to substantiate the request to make a donation and place the information obtained under seal.

(2) For purposes of this Subsection, it is presumed that a donation does not materially impair the financial condition of the interdict or deprive the interdict of sufficient resources if the curator shows that the direct or beneficial net worth of the interdict is not less than one hundred million dollars as a trust beneficiary or otherwise, after subtracting the value of the donation.

Acts 2026, No. 11, §2.

§2374. Forced heirs; disability; forced portion; limitations; net worth

Notwithstanding the provisions of Civil Code Article 1495, a forced heir who has attained the age of majority, is permanently incapable of taking care of his person or administering his estate due to mental incapacity, physical infirmity, an inherited incurable disease, or other documented medical condition at the time of the death of a decedent who is an ancestor of such forced heir, and who has a direct or beneficial net worth in excess of fifty million dollars as a trust beneficiary or otherwise, shall have a forced portion of one dollar.

Acts 2026, No. 11, §2.

§2717.1. Prohibition of acquisition of immovable property by a foreign adversary or a person connected with a foreign adversary

A.(1) No foreign adversary or person connected with a foreign adversary may purchase, lease, or otherwise acquire immovable property in this state.

(2) A party to a contract to purchase, lease, or otherwise acquire immovable property may rescind the contract prior to the transfer of the immovable property if the party determines that the purchaser or lessee is a foreign adversary or a person connected with a foreign adversary.

(3) The provisions of this Section are applicable to contracts entered into by a foreign adversary or person connected with a foreign adversary to purchase, lease, or otherwise acquire immovable property after August 1, 2023. These provisions are not applicable to existing contracts to purchase, lease, or otherwise acquire immovable property or the renewal of existing leases that were in place prior to August 1, 2023.

(4) A person may conclusively rely upon an affidavit made by a person intended to acquire or holding an interest in immovable property to the effect that the person is neither a foreign adversary nor a person connected with a foreign adversary, and the correctness of those facts may not be controverted against a person relying on the affidavit, unless actual fraud by such person is proved. A person who gives a false affidavit shall be responsible for any loss or damage suffered by any person whose rights are adversely affected.

(5) No seller or lessor shall be liable pursuant to this Section, except a foreign adversary or a person connected with a foreign adversary that is required to forfeit or dispose of property pursuant to a court order as provided for in Subsection C of this Section.

B.(1) The attorney general may bring an action for injunctive relief in the name of the state against the foreign adversary or the person connected with a foreign adversary to enjoin the property transfer prior to the transfer of the immovable property. The attorney general shall serve the petition for injunctive relief upon all parties to the transaction.

(2) If the transfer or lease of the property has been completed, the attorney general may bring an action in the name of the state against the foreign adversary or a person connected with a foreign adversary.

(3) Any action by the attorney general may be brought in the district court having civil jurisdiction in any parish in which a portion of the immovable property is located, and the attorney general may recover reasonable attorney fees and court costs.

(4) The attorney general may open an investigation if any of the following exist:

(a) The attorney general has evidence that a foreign adversary or a person connected with a foreign adversary is attempting to enter into, conspiring to enter into, or has entered into a contract to purchase, lease, or otherwise acquire immovable property in this state.

(b) The attorney general believes it to be in the public interest that an investigation needs to be made to ascertain whether a foreign adversary or a person connected with a foreign adversary in fact is attempting to enter into, conspiring to enter into, or has entered into a contract to purchase, lease, or otherwise acquire immovable property in this state.

(5) If an action is brought pursuant to this Section, then no later than one business day after filing the action, the attorney general shall record in the public mortgage records of the parish clerk of court of each parish in which any portion of the immovable property is located a notice of pendency of the action pursuant to Code of Civil Procedure Article 3751 et seq. The institution of the action and the recordation of the notice of pendency of the action shall have no effect on persons obtaining rights in the immovable property prior to the recordation of the petition. The attorney general shall cause the notice of pendency of action to be cancelled from the mortgage records no later than one business day after judgment is rendered or after a request for cancellation is made by any interested party in connection with the transfer of the property to a person other than a foreign adversary or person connected with a foreign adversary. If the notice of pendency of action relates to a property interest vested in a foreign adversary or person connected with a foreign adversary, the attorney general may petition the court for an order requiring the proceeds of the sale attributable to the property interest of the foreign adversary or person connected with a foreign adversary after the deduction of payments to mortgagees, lienholders, person providing services in connection with the transfer of the property, and credits to the purchaser relating to tax and other customary prorations, to be deposited in the registry of the court in which the proceeding is pending.

(6) Prior to bringing an action pursuant to this Section, the attorney general shall provide written notice to the holder of each mortgage, lien, privilege, and other encumbrance encumbering the subject immovable property which is filed in the public mortgage records in the parish where the immovable property is located. Such notice shall be provided in the same manner as provided in R.S. 40:2608 or R.S. 14:90.1.

C.(1) If the court finds that a foreign adversary or person connected with a foreign adversary has purchased, leased, or otherwise acquired property in Louisiana after August 1, 2023, the court may do one of the following:

(a) Order that the foreign adversary's interest in the property be sold to a person who is not a foreign adversary or to a person who is not connected to a foreign adversary.

(b) Order that the foreign adversary or person connected with a foreign adversary's interest in the property be sold at a judicial sale in accordance with the requirements of Code of Civil Procedure Article 2331 et seq.

(c) Under Subparagraphs (a) and (b) of this Paragraph, the court shall order that the price of the sale be not less than the sum of all of the following:

(i) Ad valorem taxes and other liens payable to a political subdivision of the state which are due or past due and attributable to the property.

(ii) Indebtedness, including interests, penalties, attorney fees, court costs, and other expenses, secured by a conventional mortgage on the property or any portion of the property.

(iii) Indebtedness, including interest, penalties, attorney fees, and court costs, secured by a judicial or legal mortgage on the property.

(iv) Indebtedness, including interest, penalties, attorney fees, and court costs, secured by a lien or privilege on the property.

(v) Commissions due to a real estate broker or real estate agent.

(vi) Costs related to the perfection of the sale.

(2) After satisfying all mortgages, liens, privileges, and other encumbrances encumbering the property subject to this Section, and payment of all persons providing services in connection with the transfer of the property, sheriff's fees, and credits to the purchaser relating to tax and other customary prorations, the remaining proceeds of the sale provided by this Subsection shall be considered a civil asset forfeiture and the money shall be paid to the Department of Justice to fund services for veterans of foreign wars. The attorney general may also enter into cooperative endeavor agreements with other state agencies or local governments to provide services for veterans who suffer from injury or disability as a result of a foreign war.

D.(1) All proceedings under this Section shall be made with due provisions to protect the rights of any person unless the attorney general proves beyond a reasonable doubt that the person entered into the transaction with the foreign adversary or person connected with a foreign adversary for the purpose of aiding such foreign adversary or person connected with a foreign adversary in compromising the security of the United States.

(2) No mortgage, lien, privilege, or other security interest recognized under the laws of this state and no ownership interest in indivision, lease, servitude, usufruct, right of use, bond for deed, or other real right shall be affected by a forfeiture or disposition pursuant to this Section.

(3) No forfeiture or disposition under this Section shall affect the rights of any person unless the attorney general proves beyond a reasonable doubt that the person entered into the transaction with the foreign adversary or person connected with a foreign adversary with the purpose of aiding such foreign adversary or person connected with a foreign adversary in compromising the security of the United States.

E. No attorney, title insurer, title insurance producer, title insurance agency producer, lender, mortgage loan servicer, notary public, real estate agent, real estate broker, seller, or lessor shall have a duty to make any investigation as to whether a party to a transaction involving immovable property is a foreign adversary, nor shall any such person be liable for failing to identify that a party to a transaction involving immovable property is a foreign adversary.

F. Unless the person is an agent of a foreign adversary or a mandatary of a foreign adversary, the provisions of this Section shall not apply to any of the following:

(1) A natural person who is an American citizen, regardless of whether the United States citizenship was acquired by birth or the United States citizenship was granted to a person after meeting the requirements established by the United States Congress in the Immigration and Nationality Act, 8 U.S.C. 1158 et seq.

(2) A person who is not a United States citizen but is a permanent legal resident or is lawfully present in the United States by virtue of authorization by the United States Department of Homeland Security.

(3) A juridical person, as defined in Civil Code Article 24, that is wholly owned by persons who qualify under Paragraphs (1) and (2) of this Subsection.

(4) Immovable property purchased, leased, or otherwise acquired by a natural person that is used as a one-to-four family residential property.

(5) A juridical person that owned and conducted oil and gas operations located in Louisiana prior to July 1, 2023, and that is granted permissions by a General License issued by the United States Department of the Treasury, Office of Foreign Assets Control (OFAC General License) and that purchases or acquires property in Louisiana with a party or parties that are subject to the OFAC General License.

G. For the purposes of this Section:

(1) "Agent of a foreign adversary" or "mandatary of a foreign adversary" means a juridical person or a natural person that serves as a mandatary, as provided in Civil Code Article 2989, for a principal that is a foreign adversary and meets one or more of the following criteria:

(a) Is under direction of a foreign adversary that has the power to direct or cause the direction of the management or policies of the juridical person whether through ownership of securities, by contract, or otherwise.

(b) Directly or indirectly has the right to vote fifty percent or more of the voting interests of an entity that is owned or controlled by a foreign adversary or is entitled to fifty percent or more of its profits and is, therefore, presumed to have the power to direct or cause the direction of the management or policies of the juridical person.

(c) Is a juridical person that meets any of the following:

(i) Is headquartered in a country identified as a foreign adversary.

(ii) Is held or controlled, either directly or indirectly, by a government of a foreign adversary.

(iii) Is owned by, or the majority of stock or other ownership interest is held or controlled by, any person who is a citizen of a foreign adversary, unless that person is a legal permanent resident of the United States.

(d) Is a juridical person or a subsidiary that is owned by, or the majority of stock or other ownership interest of which is held or controlled by, a corporation or entity described in Subparagraph (c) of this Paragraph.

(e) Any individual person who is a citizen of a foreign adversary, unless that person is a legal permanent resident of the United States and does not otherwise meet any of the criteria provided in Subparagraphs (a) through (d) of this Paragraph.

(2) "Foreign adversary" means an individual or a government identified as a foreign adversary in 15 CFR 7.4(a) and identified in the database maintained by the United States Department of the Treasury, Office of Foreign Assets Control.

(3) "Person connected with a foreign adversary" means either of the following:

(a) An agent of a foreign adversary or mandatary of a foreign adversary.

(b) A juridical person, as defined in Civil Code Article 24, in which the foreign adversary has the power to direct or cause the direction of the management or policies of the juridical person whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote fifty percent or more of the voting interests of an entity or is entitled to fifty percent or more of its profits is presumed to have the power to direct or cause the direction of the management or policies of the juridical person.

H. This Section shall apply only to property acquired by a foreign adversary or person connected with a foreign adversary on or after August 1, 2023. If a foreign adversary or person connected with a foreign adversary acquires immovable property despite the prohibitions as provided in this Section, the property shall only be subject to forfeiture during the period in which the prohibited foreign adversary or person connected with a foreign adversary owns the property. Rights in immovable property shall not be void or voidable because the property or right held in the property was previously held by a prohibited foreign adversary or person connected with a foreign adversary.

Acts 2023, No. 464, §1; Acts 2026, No. 845, §1.

§2717.1.1. Expropriation; private entity; foreign adversary; agent of a foreign adversary

For the purposes of expropriation of property by a private entity:

(1) "Agent of a foreign adversary" means the juridical person, as defined in Civil Code Article 24, in which the foreign adversary has the power to direct or cause the direction of the management or policies of the juridical person whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote fifty percent or more of the voting interests of an entity or is entitled to fifty percent or more of its profits is presumed to have the power to direct or cause the direction of the management or policies of the juridical person.

(2) "Foreign adversary" means an individual or a government identified as a foreign adversary in 15 CFR 7.4(a) and identified in the database maintained by the United States Department of the Treasury, office of foreign assets control.

Acts 2026, No. 786, §1.

§2717.1.2. Ownership of military-installation-adjacent lands by foreign adversaries restricted

A. No foreign adversary or prohibited foreign actor shall directly or indirectly own, acquire, lease, or otherwise obtain any interest in military-installation-adjacent land.

B. A prohibited foreign actor may sell or convey an ownership interest in military-installation-adjacent land in this state.

C. A person may conclusively rely upon an affidavit made by a person intending to acquire or holding an interest in immovable property to the effect that the person is not a foreign adversary or a prohibited foreign actor, and the correctness of those facts may not be controverted against any person relying on the affidavit, unless actual fraud by such person is proven. A person who gives a false affidavit shall be responsible for any loss or damage suffered by any person whose rights are adversely affected.

Acts 2026, No. 845, §1.

§2717.1.3. Definitions

For purposes of this Part, the following terms have the following meanings:

(1) "Agent of a foreign adversary" or "mandatary of a foreign adversary" means a juridical person or a natural person that serves as a mandatary, as provided in Civil Code Article 2989, for a principal that is a foreign adversary and meets one or more of the following criteria:

(a) Is under direction of a foreign adversary that has the power to direct or cause the direction of the management or policies of the juridical person whether through ownership of securities, by contract, or otherwise.

(b) Directly or indirectly has the right to vote fifty percent or more of the voting interests of an entity that is owned or controlled by a foreign adversary or is entitled to fifty percent or more of its profits and is, therefore, presumed to have the power to direct or cause the direction of the management or policies of the juridical person.

(c) Is a juridical person that meets any of the following:

(i) Is headquartered in a country identified as a foreign adversary.

(ii) Is held or controlled, either directly or indirectly, by a government of a foreign adversary.

(iii) Is owned by, or the majority of stock or other ownership interest is held or controlled by, any person who is a citizen of a foreign adversary, unless that person is a legal permanent resident of the United States.

(d) Is a juridical person or a subsidiary that is owned by, or the majority of stock or other ownership interest of which is held or controlled by, a corporation or entity described in Subparagraph (c) of this Paragraph.

(e) Any individual person who is a citizen of a foreign adversary, unless that person is a legal permanent resident of the United States and does not otherwise meet any of the criteria provided in Subparagraphs (a) through (d) of this Paragraph.

(2) "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract or otherwise. A person or entity that directly or indirectly has the right to vote fifty percent or more of the voting interests of an entity or is entitled to fifty percent or more of its profits is presumed to possess a controlling interest.

(3) "Foreign adversary" means a foreign nongovernmental person or foreign government identified as a foreign adversary pursuant to 15 CFR 791.4 and identified in the database maintained by the United States Department of the Treasury, Office of Foreign Assets Control. This term does not include a person who is a legal permanent resident with lawful presence in the United States.

(4) "Military installation" means any site that meets any of the following descriptions:

(a) Active Air Force ballistic missile fields.

(b) Air Force bases administering active Air Force ballistic missile fields.

(c) Air Force bases and major annexes of those bases containing a unit from the Air Force Air Combat Command.

(d) Air Force bases and major annexes of those bases containing an Air Force research laboratory or test unit and associated sites.

(e) Air Force bases and major annexes of those bases, and Space Force bases and major annexes of those bases containing a unit of the North American Aerospace Defense Command and its regions.

(f) Air Force bases, Air Force stations, Space Force bases, Space Force stations, and major annexes of those stations and bases that contain satellite, telemetry, tracking, or commanding systems.

(g) Army bases, ammunition plants, centers of excellence, major depots and arsenals, military terminals, research laboratories, and any related major annexes.

(h) Army combat training centers located in the continental United States.

(i) Headquarters of the Office of the Secretary of Defense, the Defense Advanced Research Projects Agency, and major offices and any related annexes.

(j) Long range radar sites and major annexes of sites described in this Paragraph.

(k) Major range and test facility base activities as defined in 10 U.S.C. 4173.

(l) Marine Corps bases, air stations, and major annexes of these bases and stations, excluding detachments and recruit depots.

(m) Military ranges as defined in 10 U.S.C. 101(f)(1) or joint forces training centers.

(n) Naval bases and air stations including major support activities and annexes.

(o) Naval surface, air, and undersea warfare centers and research laboratories and major annexes of these centers and laboratories.

(p) Navy off-shore range complexes and off-shore operating areas.

(q) Any structure or enclosure that the presentation of a military identification issued by the Department of Defense to active duty service members is required to enter or access.

(5) "Military-installation-adjacent land" means immovable property within twenty-five miles of a military installation.

(6) "Prohibited foreign actor" means any of following:

(a) An agent of a foreign adversary or mandatary of a foreign adversary.

(b) A corporation, limited liability company, pension or investment fund, trust, or limited partnership where a foreign adversary or an agent or mandatary of a foreign adversary has a controlling interest.

Acts 2026, No. 845, §1.

§2717.1.4. Exceptions

The provisions of this Part do not apply to a person who might otherwise qualify as a prohibited foreign actor owning military-installation-adjacent lands under any of the following circumstances:

(1) The person is a natural person who is a United States citizen, regardless of whether the United States citizenship was acquired by birth or the United States citizenship was granted to a person after meeting the requirements established by the United States Congress in the Immigration and Nationality Act, 8 U.S.C. 1101 et seq.

(2) The person is a natural person who is not a United States citizen but is a permanent legal resident or is lawfully present in the United States by virtue of authorization by the United States Department of Homeland Security.

(3) The person is a juridical person, as defined in Civil Code Article 24, that is wholly owned by persons who qualify under Paragraph (1) or (2) of this Section.

(4) The military-installation-adjacent land is immovable property purchased, leased, or otherwise acquired by a natural person that is used as a one-to-four family residential property.

Acts 2026, No. 845, §1.

§2717.1.5. Civil penalties; actions

A.(1) A prohibited foreign actor that violates the provisions of this Part is subject to a civil penalty of fifty thousand dollars and forfeiture if such entity does not divest itself of military-installation-adjacent land that is acquired in violation of this Part within one year after a judgment is entered in a civil action.

(2) Any civil penalty collected pursuant to this Section shall be paid to the attorney general to offset costs associated with enforcement of provisions contained in this Section.

B. A party to the contract to purchase, lease, or otherwise acquire immovable property may rescind the contract prior to the transfer of the immovable property if the party determines that a foreign adversary has an ownership interest that violates the provisions of this Part.

C. The attorney general may bring an action for injunctive relief in the name of the state against the foreign adversary or prohibited foreign actor to restrain and enjoin the sale or lease prior to the transfer of the immovable property or to restrain or enjoin the lease. The attorney general shall serve the petition for injunctive relief upon the parties to the transaction. Upon receipt of the petition, a party may rescind the contract to purchase, lease, or otherwise acquire immovable property pursuant to Subsection B of this Section. The attorney general shall file a notice of lis pendens in the mortgage records of the parish where the property is located no later than three business days after instituting the proceeding. The institution of the action and the filing of the notice of lis pendens shall have no effect on persons obtaining rights in the immovable property prior to the filing of the notice of the pending action.

D.(1) The attorney general may serve an investigative demand or subpoena for deposition testimony to any person who is believed to have information, documentary material, or physical evidence relevant to the alleged or suspected attempt to enter into, conspiracy to enter into, or

entering into a contract to purchase, lease, or otherwise acquire immovable property in this state if all of the following circumstances exist:

(a) The attorney general has evidence that a foreign adversary or a prohibited foreign actor is attempting to enter into, conspiring to enter into, or has entered into a contract to purchase, lease, or otherwise acquire immovable property in this state.

(b) The attorney general believes it to be in the public interest that an investigation should be made to ascertain whether a foreign adversary or a prohibited foreign actor in fact is attempting to enter into, conspiring to enter into, or has entered into a contract to purchase, lease, or otherwise acquire immovable property in this state.

(2)(a) Such investigative demand or subpoena for deposition testimony shall contain a description of the attempt to enter into, conspiracy to enter into, or entering into a contract to purchase, lease, or otherwise acquire immovable property in this state under investigation and shall require such person to furnish, under oath or otherwise, a report in writing setting forth the relevant facts and circumstances of which the person has knowledge, or to produce relevant documentary material or physical evidence for examination, at such reasonable time and place as may be stated in the investigative demand that is the subject matter of the investigation. Nonpublic personal information may be excluded from the report, deposition, or other testimony.

(b) Any subpoena for deposition testimony issued pursuant to this Section shall include a notice informing the prospective deponent of the deponent's right to counsel at the deposition with an opportunity for cross examination, and the deposition shall be conducted at the principal place of business, place of residence, domicile, or, if agreeable to the deponent, at some other place convenient to the attorney general and the deponent's attorney.

(c) Any deposition conducted pursuant to this Section shall be held at a reasonable time as may be stated in the investigative subpoena. At any time before the return date specified in the investigative demand or before the noticed deposition, or within twenty days after the demand or deposition notice has been served, whichever is shorter, a petition stating good cause for a protective order to extend the return date or to modify or set aside the demand or deposition notice may be filed in the district court that has civil jurisdiction in the parish where the person served with the demand resides, is domiciled, or where his principal place of business is located.

(d) If no protective order from the court is secured and the written request by the attorney general is not complied with by the return date of the written request, the attorney general may apply to the court for an order compelling compliance with the investigative demand or deposition notice.

(e) If any person fails or refuses to file any statement, report, documentary material, or physical evidence or obey any investigative subpoena or demand issued by the attorney general, except as permitted by a protective order issued by an appropriate court, the attorney general may apply to the district court with civil jurisdiction in the parish where the person served with the demand or subpoena resides, is domiciled, or where his principal place of business is located for a rule to show cause regarding why an order compelling compliance should not be issued.

(f) Any disobedience of an order compelling compliance pursuant to this Section by a court shall be punished as a contempt of court.

E. Service of any demand, subpoena, or petition shall be made in the manner provided by law.

F. Any immovable property acquired by a foreign adversary or a prohibited foreign actor is subject to divestiture or civil forfeiture to the state.

G. The attorney general may use all other procedures and authority for investigation, supervision, and conduct of actions on behalf of the state as provided by law to enforce the provisions of this Part.

H. A court that the attorney general has petitioned may issue any additional orders or render judgments against the foreign adversary or the prohibited foreign actor as may be necessary to protect the public. Such orders shall include but not be limited to any of the following:

(1) Revocation, forfeiture, or suspension of any license, charter, franchise, certificate, or other evidence of authority of any person to do business in the state.

(2) Appointment of a receiver.

(3) Dissolution of domestic corporations or associations.

(4) Suspension or termination of the right of foreign corporations or associations to do business in this state.

(5) Restitution to compensate any person who did not knowingly enter into a transaction with the foreign adversary or a prohibited foreign actor for any loss, expenses, court costs, or attorney fees which may have been incurred because of the sale being void or enjoined.

(6) Civil forfeiture of any immovable property acquired by the foreign adversary or the prohibited foreign actor in accordance with this Section.

I.(1) If, after examining the evidence, the attorney general concludes that a violation of this Part has occurred, the attorney general may order the foreign adversary or prohibited foreign actor to divest himself of all interests in the land within ninety days after service of the order upon the foreign adversary or prohibited foreign actor.

(2) The order of divestiture described in Paragraph (1) of this Subsection shall be served personally or by certified mail.

J.(1) If the holder of the interest that is ordered to be divested disputes the determination of the attorney general that a violation of this Part occurred, the holder may submit a written request to the attorney general for a judicial determination.

(2) The written request described in Paragraph (1) of this Subsection shall be delivered to the attorney general within sixty days after service of the order of divestiture. If no written request is received within this time, the determination of the attorney general shall become final.

(3) A foreign adversary, prohibited foreign actor, or any holder of interest may seek judicial review after the final determination of the attorney general.

(4) Any appeal from the final determination of the attorney general shall be in accordance with the Administrative Procedure Act.

K.(1) If the foreign adversary or prohibited foreign actor fails to divest himself of all interests pursuant to Paragraph (I)(1) of this Section or if a holder of the interest submits a written request pursuant to Subsection J of this Section, the attorney general may bring an action to divest the interest.

(2) The attorney general may initiate a civil action pursuant to this Section in either the parish of East Baton Rouge or a parish where a portion of the immovable property is located.

(3) The attorney general shall record in the public mortgage records of the parish clerk of court of each parish where any portion of the immovable property is located a notice of pendency of the action pursuant to Chapter 4 of Title II of Book VII of the Code of Civil Procedure.

L. If the holder of the interest in immovable property has submitted a written request pursuant to Subsection J of this Section, the court shall conduct an evidentiary hearing to determine, by a preponderance of the evidence, if a violation of this Part occurred prior to taking any other action. If the court determines that there has been no violation, the court shall dismiss the action and expunge the notice of pending action.

M.(1) If a court of competent jurisdiction determines that a violation of this Part has occurred, the court shall order the sheriff in the parish where the immovable property is located to sell the immovable property in the same manner as a judicial sale in accordance with the requirements of Chapter 3 of Title VII of Book III of the Code of Civil Procedure.

(2) The court shall order that the price of the sale is no less than the sum of all of the following:

(a) Ad valorem taxes and other liens payable to a political subdivision of the state that are due or past due and attributable to the property.

(b) Indebtedness, including interests, penalties, attorney fees, court costs, and other expenses, secured by a conventional mortgage on the property or any portion of the property.

(c) Indebtedness, including interest, penalties, attorney fees, and court costs, secured by a judicial or legal mortgage on the property.

(d) Indebtedness, including interest, penalties, attorney fees, and court costs, secured by a lien or privilege on the property.

(e) Commissions due to a real estate broker or real estate agent.

(f) Costs related to the perfection of the sale.

(3) After satisfaction of all mortgages, liens, privileges, and other encumbrances of the property and payment of all persons providing services in connection with the transfer of the property, sheriff's fees, and credits to the purchaser relating to tax and other customary prorations, the remaining proceeds of the sale shall be considered a civil asset forfeiture and the money shall be paid to the Department of Justice.

Acts 2026, No. 845, §1.

§2717.1.6. Protection of ownership interests

A. All forfeitures or dispositions under this Part shall be made with due provisions for the rights of any person who did not knowingly enter into a transaction with the foreign adversary or the prohibited foreign actor.

B. No mortgage, lien, privilege, or other security interest recognized under the laws of this state and no ownership interest in indivision, lease, servitude, usufruct, right of use, bond for deed, or other real right shall be affected by the forfeiture, seizure, or divestiture provisions of this Part.

C. No forfeiture or disposition pursuant to this Part shall affect the rights of any person who did not knowingly enter into a transaction with the foreign adversary or a prohibited foreign actor.

D. The attorney general shall, within three business days of instituting any action pursuant to this Part, file a copy of the petition or other pleading instituting the action in the mortgage records of the parish where any related immovable property is situated.

E. The attorney general shall provide notice of pending forfeiture, seizure, or divestiture to the holder of each mortgage, lien, or security interest in the same manner as provided in R.S. 14:90.1 or R.S. 40:2608.

F. The attorney general shall provide notice of pending forfeiture, seizure, or divestiture to the holder of any interest in the immovable property being seized.

G. The attorney general may cause the cancellation of the petition or other pleading from the mortgage records no later than three business days after judgment is rendered or after a request for cancellation is made by any interested party seeking to transfer the property to a person other than a foreign adversary or a prohibited foreign actor. If the petition or other pleading relates to a property interest vested in a foreign adversary or a prohibited foreign actor, the attorney general may petition the court for an order requiring that the proceeds of the sale attributable to the property

interest of the foreign adversary or a prohibited foreign actor be deposited in the registry of the court where the proceeding is pending after the deduction of payments to mortgagees, lienholders, person providing services in connection with the transfer of the property, and credits to the purchaser relating to tax and other customary prorations.

Acts 2026, No. 845, §1.

§2717.1.7. Limitation of liability for failure to identify a foreign adversary or prohibited foreign actor

No attorney, title insurer, title insurance producer, title insurance agency producer, lender, mortgage servicer, notary public, real estate agent, real estate broker, seller, or lessor, or any of their directors, officers, or employees, are required to make any investigation as to whether a party to a transaction involving immovable property is a foreign adversary or prohibited foreign actor, nor is any such person liable for failing to identify that a party to a transaction involving immovable property is a foreign adversary or prohibited foreign actor.

Acts 2026, No. 845, §1.

§2717.1.8. Applicability

Except as otherwise provided in this Part, the provisions contained in this Part apply only to immovable property acquired by a foreign adversary or prohibited foreign actor on or after August 1, 2026. If a foreign adversary or prohibited foreign actor acquires immovable property despite the prohibitions contained in this Part, the property shall be subject to forfeiture only during the period in which the foreign adversary or prohibited foreign actor owns the property. Rights in immovable property shall not be void or voidable because the property or right in that property was previously held by a foreign adversary or prohibited foreign actor.

Acts 2026, No. 845, §1.

§2717.2.1. Display or delivery of material harmful to minors

A. For purposes of this Section, the following terms apply:

(1) "Account", "interactive computer service", and "minor" have the same meanings as provided in R.S. 9:2717.2.

(2) "Material harmful to minors" has the same meaning as provided in R.S. 51:2121.

B. An interactive computer service that enters into a contract with a minor, including the creation of an online account, shall not deliver or display to a minor account material harmful to minors that was created or developed, in whole or in part, by the interactive computer service.

C.(1) Any interactive computer service that violates the provisions of this Section shall be subject to a civil fine of up to ten thousand dollars per violation set and enforced by the attorney general by filing a civil enforcement action in a court of competent jurisdiction.

(2)(a) Prior to filing a civil enforcement action, the attorney general shall provide the interactive computer service with a written notice that identifies each alleged violation and an explanation of the basis for each allegation.

(b) The interactive computer service may cure the alleged violations by providing the attorney general with a written statement, within forty-five days of receipt of the notice provided pursuant to Subparagraph (a) of this Paragraph, indicating that the violation is cured and no further violations will occur.

(c) Except as provided in Paragraph (3) of this Subsection, the attorney general shall not file a civil enforcement action if the interactive computer service timely cures the alleged violations as provided by Subparagraph (b) of this Paragraph.

(3) The attorney general may file a civil enforcement action against an interactive computer service that does either of the following:

(a) Fails to cure a violation after receiving the written notice described in Subparagraph (2)(a) of this Subsection.

(b) Commits another violation after receiving the written notice described in Subparagraph (2)(a) of this Subsection.

(4) If a court of competent jurisdiction grants judgment or injunctive relief to the attorney general, the court shall award the attorney general reasonable attorney fees, court costs, and investigative costs.

D. All monies received from the payment of a fine or civil penalty imposed and collected pursuant to the provisions of this Section shall be used by the attorney general for consumer protection efforts or to promote consumer protection and education.

Acts 2026, No. 618, §1, eff. Jan. 1, 2027.

§2717.4. Kids Online Protection and Anti-Grooming Act

A. This Section shall be known and may be cited as the "Kids Online Protection and Anti-Grooming Act".

B. For purposes of this Section:

(1) "Connect" means the linking, associating, or interacting of user accounts between an adult and a minor on a covered platform, including but not limited to subscribing or friending.

(2)(a) "Covered platform" means an online platform, online video game, messaging application, or video streaming service that accesses the internet and is used by a minor.

(b) "Covered platform" shall not include any of the following:

(i) An entity acting in its capacity as a provider of a common carrier service subject to the Communications Act of 1934, 47 U.S.C. 151 et seq.

(ii) An entity providing broadband internet access service as defined in 47 CFR 54.400.

(iii) An entity acting in its capacity as a provider of an email service.

(iv) An entity acting in its capacity as a teleconferencing or video conferencing service that allows reception and transmission of audio or video signals for real-time communication provided that the service is not an online platform and the real-time communication is initiated by using a unique link or identifier to facilitate access.

(v) An entity acting in its capacity as a wireless messaging service, including such a service provided through short messaging service or multimedia messaging service protocols that is not a component of or linked to an online platform and where the exclusive function is direct messaging consisting of the transmission of texts, photos, or videos that are sent by electronic means, where messages are transmitted from the sender to a recipient.

(vi) A nonprofit corporation.

(vii) Any school.

(viii) A public library.

(ix) A news or sports coverage website or application where the inclusion of video, image, or other visual content on the website or application is related primarily to the website or application's own gathering, reporting, or publishing of news content or sports coverage and the website or application is not otherwise an online platform.

(x) A product or service that primarily functions as business-to-business software, such as cloud storage, file sharing, or a file collaboration service.

(xi) A virtual private network or similar service that exists predominantly to route internet traffic between locations.

(xii) A federal, state, or local government with an internet domain.

(xiii) A video streaming service that consists primarily of entertainment or other information or content that is not user-generated or user-uploaded, but is preselected by the provider, and either requires users to register with a method of payment or does not permit users to interact socially with each other.

(xiv) Platforms that primarily provide career networking and professional development opportunities.

(3) "Material harmful to minors" has the same meaning as provided in R.S. 51:2121.

(4)(a) "Microtransaction" means any of the following:

(i) A purchase made in an online video game involving surprise mechanics, new characters, or other in-game items.

(ii) A purchase made using a virtual currency that is purchasable or redeemable using cash or credit that is included as part of a paid subscription service.

(iii) Any purchase or transfer of virtual currency on a covered platform.

(b) The term does not include a purchase made in an online video game using a virtual currency that is earned through game play and is not otherwise purchasable or redeemable using cash or credit or included as part of a paid subscription service.

(5) "Minor" has the same meaning as provided in R.S. 9:2717.2.

(6) "Nonprofit corporation" means any organization organized on a not-for-profit basis pursuant to the provisions of Chapter 2 of Title 12 of the Louisiana Revised Statutes of 1950.

(7)(a) "Online platform" means any public website, online service, online application, or mobile application that predominantly provides a community forum for user-generated content, such as sharing videos, images, games, audio files, or other content, including a social media service, social network, or virtual reality environment.

(b) A website, online service, online application, or mobile application is not an online platform solely on the basis that it includes a chat, comment, or other interactive function that is incidental to its predominant purpose.

(8) "Online video game" means a video game, including an educational video game, that accesses the internet and allows the user to do any of the following:

(a) Create and upload content that is not incidental to game play such as character or level designs.

(b) Engage in microtransactions within the game.

(c) Communicate with other users.

(9) "Precise geolocation" means information derived from technology, including but not limited to global positioning system level latitude and longitude coordinates or other mechanisms, that directly identify the specific location of a natural person with precision and accuracy within a

radius of one thousand seven hundred fifty feet. The provisions of this definition do not extend to the content of communications.

(10) "School" means any child daycare center as defined in R.S. 17:407.33, any public or nonpublic school enrolling students in prekindergarten through grade twelve, any institution under the management and supervision of a public postsecondary education management board, any nonpublic college or university, any program or initiative of the Board of Regents, or any proprietary school as defined in R.S. 17:3140.1.

C. Every owner or operator of a covered platform who contracts with a minor, including the creation of an online account, shall owe a duty of care to the minor. The duty of care shall require the covered platform to take reasonable measures in the operation of the covered platform to prioritize the privacy of the minor's account and establish the following default privacy settings for minors:

(1) Prohibit an adult from connecting to a minor without express consent from the minor's legal representative or enable the legal representative of a minor to access a list of the connections of the minor, including a list of contacts with whom the minor has exchanged direct messages through the parental supervision tools of the covered platform.

(2) Prohibit an adult from sending private or direct messages to a minor on a covered platform by video, voice, or messaging, unless the minor is connected to the adult on the covered platform.

(3) Prohibit a covered platform from disclosing or sharing the precise geolocation of a minor with any individual who is not the legal representative of the minor or is not a representative of a law enforcement agency authorized by law to receive that information.

(4) Set minor accounts to private mode in a manner in which only users to whom the minor is connected on the covered platform may view or respond to content posted by the minor.

(5) Allow the legal representative of a minor to choose to be informed via text, voice, email, through the legal representative's linked account or through the covered platform's parental control interface within a reasonable time, if any of the following occur:

(a) A minor is exposed to material harmful to minors on a covered platform.

(b) A connection is made between a minor and any other user on a covered platform unless the legal representative of the minor is connected to the account of the minor through the covered platform's parental supervision tools.

D. A covered platform shall enable the legal representative of a minor whose account is connected to the account of the minor through the covered platform's parental supervision tools to do the following:

(1) Utilize tools or features to manage the settings of the minor's account on a covered platform.

(2) View accounts that are connected to or blocked from the minor's account.

(3) Block accounts from the minor.

(4) Prohibit or place limits on the minor's ability to make or receive microtransactions on a covered platform.

E. Notwithstanding the provisions of this Section, the legal representative of a minor may opt out of the protections required in this Section by providing express consent to a covered platform.

F. The default privacy settings required in Subsection C of this Section may only be modified by the legal representative of a minor whose account is linked to the minor's account through the covered platform's parental supervision tools.

G.(1) Any owner or operator of a covered platform who violates the provisions of this Section shall be subject to a civil fine of up to ten thousand dollars per violation set and enforced by the attorney general by filing a civil enforcement action in a court of competent jurisdiction.

(2)(a) Prior to filing a civil enforcement action, the attorney general shall provide the owner or operator with a written notice that identifies each alleged violation and an explanation of the basis for each allegation.

(b) The owner or operator may cure the alleged violations by providing the attorney general, within forty-five days of receipt of the notice provided pursuant to Subparagraph (a) of this Paragraph, a written statement indicating that the violation is cured and no further violations will occur.

(c) Except as provided in Paragraph (3) of this Subsection, the attorney general shall not file a civil enforcement action if the owner or operator timely cures the alleged violations as provided by Subparagraph (b) of this Paragraph.

(3) The attorney general may file a civil enforcement action against an owner or operator who does either of the following:

(a) Fails to cure a violation after receiving the written notice described in Subparagraph (2)(a) of this Subsection.

(b) Commits another violation of the same provision after curing a violation and providing a written statement in accordance with Subparagraph (2)(b) of this Subsection.

(4) If a court of competent jurisdiction grants judgment or injunctive relief to the attorney general, the court shall award the attorney general reasonable attorney fees, court costs, and investigative costs.

H. All monies received from the payment of a fine or civil penalty imposed and collected pursuant to the provisions of this Section shall be used by the attorney general for consumer protection enforcement efforts or to promote consumer protection and education.

Acts 2025, No. 236, §1, eff. Jan. 1, 2027; Acts 2026, No. 552, §§1,2, and 3, eff. Jan. 1, 2027.

§2720. Enforceability of gestational carrier contract

A. In accordance with the requirements of this Part, an agreement to be known as a gestational carrier contract is enforceable only if it is in writing and signed by the gestational carrier, her spouse if she is married, and both of the intended parents.

B. A gestational carrier contract is enforceable only if approved by a court in advance of in utero embryo transfer, and is in accordance with all of the requirements of this Part.

C. No person shall enter into a gestational carrier contract for compensation as defined in R.S. 9:2718.1 or that is not in compliance with all of the requirements of this Part. Any such contract executed in the state of Louisiana or any other state shall be absolutely null and unenforceable in the state of Louisiana as contrary to public policy.

D. No person shall enter into a gestational carrier contract that requires the gestational carrier to consent to terminate a pregnancy resulting from in utero embryo transfer for any reason, including a prenatal diagnosis of an actual or potential disability, impairment, genetic variation, or any other health condition or a discrimination based on sex, or for the purposes of the reduction of multiple fetuses. Any such provision in a contract executed in the state of Louisiana or any other state shall be absolutely null and unenforceable in the state of Louisiana as contrary to public policy.

Acts 2016, No. 494, §1; Acts 2026, No. 814, §5.

§2720.21. Short title

This Chapter shall be known and may be cited as the "Terminating Restrictive Enforcement of Youth Settlements Law" or "TREY'S Law".

Acts 2026, No. 251, §1, eff. May 15, 2026.

§2720.22. Definitions

As used in this Chapter, the following terms have the following meanings:

(1) "Minor" means a person who has not attained eighteen years of age.

(2) "Nondisclosure clause" means a provision in a contract or agreement that prohibits one or more parties to the contract or agreement from disclosing conduct or information covered by the terms and conditions of the contract or agreement.

(3) "Sexual abuse" means:

(a) Any sexual act or conduct constituting a crime under the laws of this state, including a sex offense or sexual offense as defined in R.S. 15:541, regardless of whether the conduct results in a criminal charge, conviction, adjudication, or sentence.

(b) Any sexual act or conduct constituting abuse as defined in Children's Code Article 603, including the aiding or toleration of a minor's involvement in any sexual act or sexual activity.

Acts 2026, No. 251, §1, eff. May 15, 2026.

§2720.23. Nondisclosure agreements; victims of child sexual abuse; void and unenforceable

A. A nondisclosure clause shall be void and unenforceable as against public policy only to the extent that the nondisclosure clause prohibits the following:

(1) A victim or alleged victim of sexual abuse against a minor from disclosing that act of sexual abuse, or facts related to that act of sexual abuse.

(2) Any other person from disclosing facts related to sexual abuse against a minor in support of, in furtherance of, or consistent with the right of a victim or alleged victim to disclose under Paragraph (1) of this Subsection.

B. Notwithstanding any provision of law to the contrary, nothing in this Section shall be construed to prohibit a person, including a victim or alleged victim of sexual abuse against a minor, from entering into a contract or agreement that restricts the disclosure of information, including the amount or payment terms of a settlement, by another party to the contract or agreement, including an alleged perpetrator, provided that such restriction does not prevent disclosure protected pursuant to Subsection A of this Section.

C. No person may enforce or attempt to enforce a nondisclosure clause provided for in this Section, regardless of the date that the contract or agreement containing the nondisclosure clause was entered into.

Acts 2026, No. 251, §1, eff. May 15, 2026.

§2779. Construction contracts, subcontracts, and purchase orders; certain provisions invalid

A.(1) For purposes of this Chapter, "construction contract" means any agreement for the design, construction, alteration, renovation, repair, or maintenance of a building, structure, highway, road, bridge, water line, sewer line, oil line, gas line, appurtenance, or other improvement to real property, or repair or maintenance of a highway, road, or bridge, including any moving, demolition, or excavation.

(2) "Construction contract" does not include any design, construction, alteration, renovation, repair, or maintenance of the following:

(a) Any dirt or gravel road used to access oil and gas wells and associated facilities.

(b) Oil flow lines or gas gathering lines used in association with the transportation of production from oil and gas wells from the point that oil and gas becomes comingled for transportation to oil storage facilities or gas transmission lines.

(c) Any deed, lease, easement, license, or other instrument granting an interest in or the right to possess property even if the instrument includes the right to design, construct, alter, renovate, repair, or maintain improvements on such real property.

(d) Upstream, midstream, or downstream oil, gas, chemical, petrochemical, or fuel manufacturing facilities or infrastructure, including refineries, processing plants, terminals, or associated appurtenant structures and facilities.

B. The legislature finds that, with respect to construction contracts, subcontracts, and purchase orders for public and private works projects, when one of the parties is domiciled in Louisiana, and the work to be done and the equipment and materials to be supplied involve construction projects in this state, any provision in such agreements requiring disputes to be resolved in a forum outside of this state or requiring their interpretation to be governed by the laws of another jurisdiction are inequitable and against the public policy of this state.

C. The legislature hereby declares null, void, and unenforceable as against public policy any provision in a contract, subcontract, or purchase order, as described in Subsection B of this Section, which either:

(1) Requires a suit or arbitration proceeding to be brought in a forum or jurisdiction outside of this state; rather, such actions or proceedings may be pursued in accordance with the Code of Civil Procedure or other laws of this state governing similar actions.

(2) Requires interpretation of the agreement according to the laws of another jurisdiction.

D. The provisions of this Section apply to contracts, subcontracts, and purchase orders as described in Subsection B of this Section.

E. Notwithstanding any other provisions of law to the contrary, the provisions of this Section do not apply to negotiated labor contracts.

Acts 1991, No. 217, §1; Acts 2026, No. 132, §1.

§2780. Certain indemnification agreements invalid; additional insured coverage

A. The legislature finds that an inequity is foisted on certain contractors and their employees by the defense or indemnity provisions, either or both, contained in some agreements pertaining to wells for oil, gas, or water, or drilling for minerals which occur in a solid, liquid, gaseous, or other state, to the extent those provisions apply to death or bodily injury to persons. It is the intent of the legislature by this Section to declare null and void and against public policy of the state of Louisiana any provision in any agreement which requires defense and/or indemnification, for death or bodily injury to persons, where there is negligence or fault (strict liability) on the part of the indemnitee, or an agent or employee of the indemnitee, or an independent contractor who is directly responsible to the indemnitee.

B. Any provision contained in, collateral to, or affecting an agreement pertaining to a well or wells for oil, gas, or water, or drilling for minerals which occur in a solid, liquid, gaseous, or other state, is void and unenforceable to the extent that it purports to or does provide for defense or indemnity, or either, to the indemnitee against loss or liability for damages arising out of or resulting from death or bodily injury to persons, which is caused by or results from the sole or concurrent negligence or fault (strict liability) of the indemnitee, or an agent, employee, or an independent contractor who is directly responsible to the indemnitee.

C. The term "agreement," as it pertains to a well or wells for oil, gas, or water, or drilling for minerals which occur in a solid, liquid, gaseous, or other state, as used in this Section, means any agreement or understanding, written or oral, concerning any operations related to the exploration, development, production, or transportation of oil, gas, or water, or drilling for minerals which occur in a solid, liquid, gaseous, or other state, including but not limited to drilling, deepening, reworking, repairing, improving, testing, treating, perforating, acidizing, logging, conditioning, altering, plugging, or otherwise rendering services in or in connection with any well or wells drilled for the purpose of producing or excavating, constructing, improving, or otherwise rendering services in connection with any mine shaft, drift, or other structure intended for use in the exploration for or production of any mineral, or an agreement to perform any portion of any such work or services or any act collateral thereto, including the furnishing or rental of equipment, incidental transportation, and other goods and services furnished in connection with any such service or operation.

D.(1) The provisions of this Section do not affect the validity of any insurance contract, except as otherwise provided in this Section, or any benefit conferred by the workers' compensation laws of this state, and do not deprive a full owner or usufructuary of a surface estate of the right to secure an indemnity from any lessee, operator, contractor, or other person conducting operations for the exploration or production of minerals on the owner's land.

(2) Any language in this Section to the contrary notwithstanding, nothing in this Section shall affect the validity of an operating agreement or farmout agreement, as defined herein, to the extent that the operating agreement or farmout agreement purports to provide for defense or indemnity as defined in Subsection B of this Section. This exception shall not extend to any party who physically performs any activities pursuant to any agreement as defined in Subsection C of this Section. For purposes of this Subsection, operating agreement and farmout agreement shall be defined as follows:

(a) "Operating agreement" means any agreement entered into by or among the owners of mineral rights for the joint exploration, development, operation, or production of minerals.

(b) "Farmout agreement" means any agreement in which the holder of the operating rights to explore for and produce minerals, the "assignor", agrees that it will, upon completion of the conditions of the agreement, assign to another, the "assignee", all or a portion of a mineral lease or of the operating rights.

E. This Section shall have no application to public utilities, the forestry industry, or the sulphur industry, so long as the work being performed is not any of the operations, services, or activities listed in Subsection C above, except to the extent those operations, services, or activities are utilized in the sulphur industry.

F. The provisions of this Section do not apply to loss or liability for damages, or any other expenses, arising out of or resulting from:

(1) Bodily injury or death to persons arising out of or resulting from radioactivity; or

(2) Bodily injury or death to persons arising out of or resulting from the retainment of oil spills and clean-up and removal of structural waste subsequent to a wild well, failure of incidental piping or valves and separators between the well head and the pipelines or failure of pipelines, so as to protect the safety of the general public and the environment; or

(3) Bodily injury or death arising out of or resulting from performance of services to control a wild well so as to protect the safety of the general public or to prevent depletion of vital natural resources.

The term "wild well," as used in this Section, means any well from which the escape of salt water, oil, or gas is unintended and cannot be controlled by the equipment used in normal drilling practices.

G. Any provision in any agreement arising out of the operations, services, or activities listed in Subsection C of this Section which requires waivers of subrogation, additional named insured endorsements, or any other form of insurance protection which would frustrate or circumvent the prohibitions of this Section, shall be null and void and of no force and effect.

H. Notwithstanding the prohibitions of Subsection G of this Section, additional insured coverage if procured as the result of an agreement shall be enforceable solely as follows:

(1) A party can seek additional insured coverage for itself or itself and members of its group as defined by its agreement with the named insured after the party seeking additional insured coverage does all of the following:

(a) Makes such a request for an additional insured premium quote by separate written communication to the named insured or the named insured's insurance agent or broker, or both.

(b) Receives a premium quote from the named insured's insurer or its authorized representative.

(c) Makes direct payment to the named insured's insurer or its authorized representative for either additional insured coverage for itself only or for itself and members of its group as defined by its agreement with the named insured.

(2)(a) Additional insured coverage for the group shall only be valid and enforceable pursuant to this Subsection when the premium is expressly quoted for group coverage, and the payment by the additional insured is for that corresponding group premium amount.

(b) Once additional insured coverage is actually purchased, the named insured, its insurer, or authorized representative shall notify the additional insured in writing at least thirty days before the next annual premium is due or within seven days of binding the renewal coverage for the named insured, whichever time period is less.

(c) For any policy year where an additional insured either does not make the request pursuant to Subparagraph (1)(a) of this Subsection or does not make payment in the previous policy year pursuant to Subparagraph (1)(c) of this Subsection, the named insured, its insurer, or authorized representative are not required to notify the additional insured in writing at least thirty days before future renewals and, in such instances, the additional insured shall make a new written request for additional insured coverage pursuant to Subparagraph (1)(a) of this Subsection.

(3) When additional insured coverage is obtained pursuant to Paragraph (1) of this Subsection, the additional insured or insureds, and not the named insured, are liable for and responsible for any applicable deductibles or retentions as set forth in the named insured's policy up to a maximum of one hundred thousand dollars, with the named insured responsible to fund the amount of the applicable deductibles or retentions, if any, in excess of one hundred thousand dollars.

(4) Any agreement where the named insured is made to fund all or any part of the deductibles or retentions up to the first one hundred thousand dollars is null and unenforceable and the provisions of this Subsection shall not apply.

(5) Nothing in this Subsection shall in any way be deemed to negate the prohibition against defense and indemnity as set forth in Subsection B of this Section, which defense and indemnity provisions remain null and void and against public policy.

I. The provisions of this Act do not deprive a person who has transferred land, with a reservation of mineral rights, of the right to secure an indemnity from any lessee, operator, contractor, or other person conducting operations for the exploration or production of minerals in connection with the reserved mineral rights; provided such person does not retain a working interest or an overriding royalty interest convertible to a working interest in any production obtained through activities described in Subsection C of this Section.

J. This Act shall apply to certain provisions contained in, collateral to or affecting agreements in connection with the illustrative activities listed in Subsection C of this Section which are designed to provide indemnity to the indemnitee for all work performed between the indemnitor and the indemnitee in the future. This specifically includes what is commonly referred to in the oil industry as master or general service agreements or blanket contracts in whatever form and by whatever name. The provisions of this Act shall not apply to a contract providing indemnity to the indemnitee when such contract was executed before the effective date of this Act and which contract governs a specific terminable performance of a specific job or activity listed in Subsection C of this Section.

Added by Acts 1981, No. 427, §1. Amended by Acts 1981, Ex.Sess., No. 33, §1; Acts 1982, No. 237, §1; Acts 1983, 1st Ex.Sess., No. 1, §6; Acts 1995, No. 240, §1, eff. June 14, 1995; Acts 2026, No. 328, §1.

§2784. Prompt payment by owners to contractors; prompt payment to subcontractors and suppliers; penalties; action to collect payment; attorney fees and costs

A.(1) If an owner or person authorized to act on behalf of the owner receives a written payment request from a contractor for an amount payable under a contract for construction of improvements made to an immovable for properly performed work or suitably stored or specially fabricated materials under the contract, the owner shall pay the amount owed to the contractor, unless any amount is withheld as authorized by law, the contract, or this Section, no later than thirty-five days following receipt of the written request.

(2) If the owner or person authorized to act on behalf of the owner fails to make payment to the contractor within thirty-five days of the receipt of the written payment request from a contractor for improvements to an immovable, in the absence of a good faith dispute, the owner shall pay to the contractor a penalty in accordance with Subsection D of this Section. This penalty shall be in addition to any other remedies authorized by law or the contract for construction on or improvements to the immovable.

B.(1) A contractor who receives any payment from the owner or person authorized to act on behalf of the owner for the construction of or for improvements made to an immovable shall promptly pay each subcontractor and supplier the portion of payment that is attributable to work properly performed or materials suitably stored or specially fabricated as provided by the contract by the subcontractor or supplier, including any interest accrued, to the extent of the subcontractor or supplier's interest in the payment. The payment required by this Subsection shall be made no

later than the seventh day after the date the contractor receives payment from the owner or person authorized to act on behalf of the owner.

(2) A subcontractor who receives a payment from the contractor pursuant to this Section or from a contractor in connection with a contract to improve an immovable shall promptly pay each subcontractor and supplier the portion of the payment that is attributable to work properly performed or materials suitably stored or specially fabricated as provided under the contract by the subcontractor or supplier, including any interest, to the extent of the subcontractor's or supplier's interest in the payment. The payment required by this Subsection shall be made no later than the seventh day after the date the subcontractor receives payment from the contractor.

(3) If the contractor or subcontractor fails to make payment that is due to his subcontractors and suppliers within seven consecutive days of the receipt of payment from the owner or contractor for improvements to an immovable in the absence of a good faith dispute, the contractor or subcontractor shall pay to the subcontractors and suppliers, in addition to the payment, a penalty in accordance with Subsection D of this Section. This penalty shall be in addition to any other remedies authorized by law, the contract for construction on or improvements to the immovable, or any other agreement between the contractor, subcontractor, or suppliers.

C. If a good faith dispute exists concerning the amount owed for a payment requested or required by this Section under a contract for construction of or improvements to an immovable, the owner, contractor, or subcontractor disputing the obligation to pay shall pay the amount that is not in dispute by the applicable date required by this Section. For purposes of this Section, a good faith dispute may include a dispute regarding whether the work was performed in a proper manner under the contract.

D.(1) An unpaid amount as described in this Section shall incur a penalty at the rate of one and one-half percent of the unpaid amount per month. This penalty begins to accrue the day after the date on which the payment is due.

(2) The penalty on any unpaid amounts pursuant to this Section stops accruing on the earlier of the date of delivery of payment, the date the payment is mailed if delivered within three days, or the date a judgment is rendered on an action brought pursuant to this Section.

E. A waiver of a provision of this Section shall be absolutely null. However, a written contract between an owner and a contractor for improvements on or construction of a single-family residence may provide that the payment required in accordance with this Section be made at a time not later than sixty-one days after the date the owner receives the payment request. Any unpaid amount under contract that allows payment later than the date otherwise required by Subsection A of this Section incurs a penalty in accordance with Subsection D of this Section.

F. A contractor, subcontractor, or supplier may bring an action to collect the payments and penalties owed in accordance with this Section. The court shall award court costs and reasonable attorney fees to the prevailing party. The rights and remedies provided by this Section are in addition to any other rights and remedies available under the law or contract. Nothing in this

Section shall be construed to create a right of action of the contractor, subcontractor, or supplier against a lender or insurer.

G.(1) The provisions of this Section do not supercede the prompt payment obligations and penalties for contracts with a public entity as required in R.S. 38:2191.

(2) The date of payment required of the owner pursuant to this Section shall be the later of thirty-five days after the date the owner receives the payment request or the fifth day after the date the owner receives loan proceeds for the payment that is due when all of the following occurs:

(a) The owner has, prior to the contractor's payment request, obtained a loan intended to pay for all or part of a contract to improve immovable property.

(b) The owner has timely and properly requested disbursement of proceeds from that loan.

(3) This Section does not apply to any of the following:

(a) Agreements authorizing the exploration, production, manufacturing, or development of oil, natural gas, natural gas liquids, synthetic gas, sulphur, ore, chemicals, or other mineral substances, including any lease or royalty agreement, joint interest agreement, production or production-related agreement, operating agreement, farmout agreement, area of mutual interest agreement, or other related agreement.

(b) Well or mine services.

(c) The purchase, sale, gathering, storage, or transport of oil, natural gas, natural gas liquids, synthetic gas, or other hydrocarbon substances by pipeline or by a fixed associated facility.

(d) For the purposes of this exemption, "agreement" includes a written or oral agreement or understanding that does any of the following:

(i) Provides work or services, including any construction, operating, repair, or maintenance services.

(ii) Performs a part of the services covered by Subparagraph (a) of this Paragraph or an act collateral to those services, including furnishing or renting equipment, incidental transportation, or other goods and services furnished in connection with those services.

(e) For the purposes of this exemption, "well or mine services" includes either of the following:

(i) Drilling, deepening, reworking, repairing, improving, testing, treating, perforating, acidizing, logging, conditioning, purchasing, gathering, storing, or transporting oil or natural gas, brine water, fresh water, produced water, condensate, petroleum products, or other liquid commodities, or otherwise rendering services in connection with a well drilled to produce or dispose of oil, gas, or other minerals or water.

(ii) Designing, excavating, constructing, improving, or otherwise rendering services in connection with an oil, gas, or other mineral production platform or facility, mine shaft, drift, or other structure intended directly for use in exploring for or producing a mineral.

Acts 1984, No. 720, §1; Acts 1986, No. 718, §1; Acts 1986, No. 750, §1; Acts 1987, No. 698, §1; Acts 2026, No. 822, §1.

§2790.1. Legislative findings; declaration of purpose

A. The legislature finds that an individual who engages in a direct conversation has a reasonable expectation that the conversation is not videoed and recorded or transcribed unless notice is given, and that the undisclosed preservation and dissemination of the videos and recordings of these direct conversations undermines trust, autonomy, dignity, privacy, and fairness in human interactions.

B. Recent incidents have highlighted the misuse of wearable recording devices such as smart glasses for covertly filming individuals without their knowledge. These recordings are often disseminated on social media platforms, leading to harassment and violations of personal privacy.

C. The purpose of this Chapter is to protect individuals from the technological preservation and harmful dissemination of direct conversations while preserving the lawful videoing and recording of public events, legitimate law enforcement activity, public officials, and videos and recordings made to document criminal, tortious, or threatening conduct.

D. This Chapter shall not be interpreted to restrict lawful videoing and recording protected by the Constitution of the United States of America or the Constitution of Louisiana.

Acts 2004, No. 447, §2; Acts 2026, No. 965, §1.

§2790.2. Definitions

For purposes of this Chapter, the following definitions apply:

(1) "Direct conversation" means any in-person oral communication directed to a specific individual or individuals under circumstances in which a reasonable person would not expect the communication to be videoed and recorded or transcribed.

(2) "First responder activity" means videos and recordings or transcriptions made by a first responder, as defined by R.S. 40:978.1, in the performance of official duties.

(3) "Law enforcement activity" means videos and recordings or transcriptions made by a peace officer or other person acting under color of law in the lawful performance of official duties including but not limited to the following:

(a) Undercover operations that produce videos and recordings made by undercover officers, confidential informants, and cooperating individuals.

(b) One-party consent videos and recordings conducted as part of an investigation or intelligence-gathering function.

(c) Body camera recordings or any videoing and recording conducted by or at the discretion of law enforcement.

(4) "Public or semi-public meetings" mean governmental hearings, press conferences, public speeches, rallies, or other similar circumstances.

Acts 2004, No. 447, §2; Acts 2026, No. 965, §1.

§2790.3. Notification of videoing and recording direct conversation

A. No participant in a direct conversation shall intentionally use a wearable eyeglass recording device to video and record or transcribe a direct conversation with any other participant unless all participants are specifically notified that the conversation is being videoed and recorded or transcribed.

B. The provisions of this Section do not apply to any of the following:

(1) Public or semi-public meetings.

(2) Law enforcement activity.

(3) Emergencies or first responder activities.

(4) Videos and recordings or transcriptions of a public official made in any of the following manners:

(a) Of a public official performing an official duty in a public place where there is no reasonable expectation of privacy.

(b) For the purpose of preserving evidence related to a public corruption crime as defined in R.S. 11:293.

(c) For the purpose of preserving evidence related to malfeasance in office as provided in R.S. 14:134.

(5)(a) A person who videos and records a law enforcement officer in the performance of his official duties while the officer is in a public place or a place where the private person has a legal right to be.

(b) The exception provided in this Paragraph does not extend to an individual who physically interferes or materially obstructs lawful law enforcement activity.

(6) Videos and recordings or transcriptions of a direct conversation made for the purpose of preserving evidence related to an actual or anticipated civil or administrative proceeding.

(7) Videos and recordings or transcriptions of a direct conversation made for the purpose of preserving evidence related to a criminal act or proceeding.

(8) Videos and recordings or transcriptions of a direct conversation made by a participant in his own residence.

(9) Recordings or transcriptions made by a participant in his own place of business or employment.

(10) Recordings or transcriptions made by a participant in his own vehicle or his employer's vehicle.

(11) Videos and recordings or transcriptions of a conversation if the person recording or transcribing the conversation is not a participant.

C. Nothing in this Section shall be construed to limit, modify, expand, or supersede the provisions of the Electronic Surveillance Act, R.S. 15:1301 et seq.

D. This Chapter shall not apply to incidental, unintended, or background capture of individuals or conversations occurring in public places where the videoing and recording are not specifically directed at the individuals.

Acts 2004, No. 447, §2; Acts 2026, No. 965, §1.

§2790.4. Penalties

A. Any person who is found to have violated the provisions of this Chapter shall be liable to an individual for any damages including court costs and reasonable attorney fees as ordered by the court.

B. A claimant shall demonstrate actual damages resulting from intentional unlawful videoing and recording and dissemination.

Acts 2004, No. 447, §2; Acts 2026, No. 965, §1.

§2791.2. Limitation of liability for aeronautical activities at nonpublic use airports; private landowners

A. As used in this Section:

(1) "Aeronautical activities" means the act or practice of the art and science of transportation by aircraft and operations, construction, repair, or maintenance of aircraft, airports, landing fields, landing strips, air navigation of, or flight in, or air instruction.

(2) "Charge" means the admission price or fee required in return for permission to use lands, but does not include the following:

(a) The sharing of game, fish, or other products of recreational use.

(b) Contributions in kind, services, or cash paid to reduce or offset costs and eliminate losses from recreational use.

(c) Donations made during aeronautical activities at nonpublic use airports.

(3) "Land" means urban or rural land, roads, water, watercourses, airstrips, private ways and buildings, structures, including machinery or equipment when attached to immovable property.

(4) "Malicious" means an intentional act of misconduct that the actor knows or should have known is likely to result in harm. The term shall not include negligent or reckless conduct.

(5) "Nonpublic use airport" means an airport that is primarily used by the owner with access by others without a charge as permitted by the owner.

(6) "Owner" means the possessor of a fee interest, a tenant, lessee, occupant, or person in control of the premises.

(7) "Person" means individuals regardless of age.

(8) "Recreational purpose" includes aeronautical activities at nonpublic use airports.

B. Except for willful or malicious failure to warn against a dangerous condition, use, structure, or activity, an owner of a nonpublic use airport shall not be liable for any loss or damage to any person on the owner's property when the loss or damage is related to an emergency landing of an aircraft, except an owner of commercial recreational developments or facilities, who permits with or without charge any person to use his land for recreational purposes as defined in this Subsection.

C. Unless otherwise agreed in writing, the provisions of Subsection B of this Section shall be deemed applicable to the duties and liability of an owner of land leased for recreational purposes to the federal government, including any state or political subdivision thereof, or private persons.

D. Nothing in this Section shall be construed to relieve any person using the land of another for recreational purposes from any obligation which he may have in the absence of this Section to exercise care in his use of such land and in his activities thereon, or from the legal consequences of failing to employ such care.

Acts 2026, No. 826, §1.

§2793.12. Limitation of liability; concealed handgun permit; definitions; exceptions

A.(1) As used in this Section, the term "authorized person" means any person with a valid concealed handgun permit issued pursuant to R.S. 40:1379.1, 1379.1.1, 1379.3, or 1379.3.2; any qualified law enforcement officer authorized to carry a concealed handgun pursuant to R.S. 40:1379.1.3 or 1379.1.4; or any person specified in R.S. 14:95(G)(3) and (4).

(2) The term "authorized person" shall also apply to a reserve or active-duty member of any branch of the United States Armed Forces; a member of the Louisiana National Guard or the Louisiana Air National Guard; or a former member of any branch of the United States Armed Forces, the Louisiana National Guard, or the Louisiana Air National Guard who has been honorably discharged from service.

(3) The term "authorized person" shall also apply to any armed security officer as defined by R.S. 37:3272(A) who has completed the training requirements provided by R.S. 37:3284(B)(2) and who has been issued an armed registration card by the Louisiana State Board of Private Security Examiners.

B. An authorized person as defined in this Section shall not be liable for damages for any injury, death, or loss suffered by a perpetrator when the injury, death, or loss is caused by a justified use of force or self-defense through the discharge of a firearm by the authorized person. An armed security officer is entitled to the limitation of liability provided for in this Section only if the perpetrator is wielding a dangerous weapon as defined in R.S. 14:2 at the time the armed security officer injures the perpetrator. This provision shall preclude any right of action by the perpetrator, his survivors, or his heirs.

C. The provisions of Subsection B of this Section shall not be applicable to the following:

(1) Acts or omissions that constitute gross negligence or intentional misconduct or that result in a valid and final felony conviction in this state.

(2) Any person without authorization pursuant to Subsection A of this Section at the time of the events giving rise to a claim.

D. Nothing in this Section shall be construed to limit or abrogate other immunities, limitations on liability, or defenses provided for in any other provision of law.

E. Nothing in this Section shall be construed to limit third party liability and property damage exposure from a criminal actor's contributory negligence that causes the lawful actions of the individual claiming limitation of liability.

Acts 2024, 2nd Ex. Sess., No. 2, §1, eff. July 4, 2024; Acts 2024, No. 6, §1, eff. July 4, 2024; Acts 2026, No. 613, §1.

§2798. Limitation of liability of a volunteer athletic coach, manager, team volunteer healthcare provider, or official; definitions

A. Except as provided in Subsection B of this Section, no person shall have a cause of action against any volunteer athletic coach, manager, athletic trainer, team volunteer health care provider, or sports team official for any loss or damage caused by any act or omission to act directly related to his responsibilities as a coach, manager, athletic trainer, team volunteer health care provider, or official, while actively conducting, directing, or participating in the sporting activities or in the practice thereof, unless the loss or damage was caused by the gross negligence of the coach, manager, athletic trainer, team volunteer health care provider, or official.

B.(1) The provisions of this Section shall not be applicable unless the volunteer athletic coach, manager, athletic trainer, team volunteer healthcare provider, or sports team official has participated in a safety orientation and training program established by the league or team with which he is affiliated or a youth injury mitigation course. Any safety orientation and training program established in compliance with this Subsection may include, as a condition of satisfactory completion, a course in child cardiopulmonary resuscitation. Participation in a safety orientation and training program by a coach, manager, athletic trainer, team volunteer healthcare provider, or sports team official may be waived by the league prior to the individual's or person's participation in the sporting activities or in the practice thereof upon submission of appropriate documented evidence as to that individual's or person's proficiency in first aid and safety, which may include a current certification in child cardiopulmonary resuscitation.

(2) Any individual or person who has been tested or trained, and sanctioned or admitted by a recognized league or association shall be deemed to be in compliance with this Subsection. However, compliance with the requirements of this Subsection shall not be construed to create or impose on the volunteer any additional liability or higher standard of care based on participation in safety orientation and training or evidence of proficiency in first aid and safety.

C. The receipt of a small stipend or incidental compensation for volunteer services shall not exclude any individual or person, who is otherwise covered, from the limitation of liability provided in Subsection A of this Section.

D. For the purposes of this Section, the following phrases shall have the meanings hereafter ascribed to them:

(1) "Actively conducting, directing, or participating in sporting activities or the practice thereof" means the actual preparation, training, and participation in contests or games of physical skill, including, but not limited to post-practice, post-contest, or post-game treatment and follow-ups at a school facility, pre-season conditioning programs, teaching or other instructional seminars, team meetings, agility drills, and pre-participation fitness evaluations.

(2) "Athletic trainer" means any individual certified pursuant to R.S. 37:3301 et seq.

(3) "Team volunteer health care provider" means any individual or person defined by R.S. 40:1231.1(A) gratuitously providing health care services or treatment to the general membership of a sports team or participants of a sports league or association.

(4) "Youth injury mitigation course" means a course approved by the Louisiana Department of Health that includes instruction in all of the following:

(a) Emergency preparedness and planning and rehearsal for responding to traumatic injuries sustained during youth athletic activities.

(b) Concussions and head trauma.

(c) Heat and extreme weather-related injuries.

(d) Musculoskeletal overuse, physical conditioning, recovery, and training equipment usage.

(e) Heart defects and abnormalities leading to sudden cardiac death.

E. Nothing contained in this Section shall extend immunity to any local school system.

Acts 1987, No. 572, §1; Acts 1988, No. 420, §1; Acts 1995, No. 1288, §1, eff. June 29, 1995; Acts 1999, No. 798, §1; Acts 2026, No. 377, §1, eff. May 22, 2026.

§2800.16. Limitation of liability; Louisiana Public Defender Oversight Board members

No individual member of the Louisiana Public Defender Oversight Board is personally liable for any act or omission resulting in damage, injury, or loss arising out of the exercise of his official functions and duties. This limitation of liability does not apply if the gross negligence or willful or wanton misconduct of a member is the cause of the damage, injury, or loss.

Acts 2006, No. 326, §1; Acts 2007, No. 307, §3; Acts 2026, No. 862, §1.

§2800.31. Aerospace flight entities and activities; limitation of liability

A. For purposes of this Section, the following definitions apply:

(1) "Aerospace flight activities" mean any act or activity related to the research, development, testing, manufacture, preparation, launch, operation, reentry, descent, landing, or post-landing recovery of an aeronautic or astronautic launch vehicle, craft, payload, or related equipment, including but not limited to fueling, integration, conditioning, and transporting,

including but not limited to the transport of goods and persons, and any associated ground support operations, whether conducted on-site or involving overflight.

(2) "Aerospace flight entity" means any person, corporation, partnership, limited liability company, or any other entity that conducts aerospace flight activities and, to the extent required by federal law, holds or operates anywhere under a valid Federal Aviation Administration license, experimental permit, or other authorization for the relevant activities requiring such a license. This also includes any employee, officer, director, agent, contractor, manufacturer, supplier, or vendor of such entity, any owner or lessor of immovable property used for aerospace flight activities, and any political subdivision or public entity with a contractual or operational relationship facilitating such activities.

B. Notwithstanding any other provision of law to the contrary, no aerospace flight entity that owns and occupies a minimum of twenty thousand contiguous acres in this state shall be liable for any cause of action arising from nuisance, trespass, inverse condemnation, strict liability, or any other claim based upon noise, sonic booms, overflight, vibration, light, heat, exhaust, smoke, odor, visual intrusion, temporary access restrictions, or any other disturbance resulting from aerospace flight activities.

C. An aerospace flight entity shall not be liable to any aerospace flight participant for any injury or damages resulting from aerospace flight activities if the aerospace flight participant has signed an agreement and given written consent as required by 51 U.S.C. 50905.

D. The limitations provided in this Section do not apply to any of the following:

(1) The gross negligence or willful or wanton misconduct of the aerospace flight entity.

(2) Intentional injury caused by the aerospace flight entity to the aerospace flight participant.

(3) A violation of a condition of a Federal Aviation Administration license, experimental permit, or federal authorization.

(4) Injury to persons or property caused by falling debris that exceeds the normal risk associated with aerospace flight activities.

E. A reciprocal waiver of claims between parties engaged in aerospace flight activities under Federal Aviation Administration Regulations, 14 CFR 440.17, is effective and enforceable in this state, including waiver by a contractor, subcontractor, or customer of any party participating in an aerospace flight activity.

F. An aerospace flight entity is presumed to be acting lawfully if the aerospace activity is conducted in substantial compliance with applicable federal, state, and local licenses, permits, or authorizations.

Acts 2026, No. 874, §1, eff. June 8, 2026.

§2800.32. Aerospace flight entities; motion to strike; legislative findings

A.(1) The legislature finds and declares that aerospace flight activities are a public issue.

(2) The legislature finds and further declares that aerospace flight activities are a sector of identified state importance as it facilitates the transport of goods or persons. Aerospace flight activities are licensed, regulated, and supervised by the Federal Aviation Administration under a comprehensive federal scheme that includes informed-consent and reciprocal-waiver requirements. The continued development of aerospace flight activities in this state advances public welfare, economic development, and workforce investment.

(3) It is the intent of this legislation that claims arising from aerospace flight activities be capable of early resolution without the imposition of discovery costs or other litigation expenses that would unreasonably burden lawfully licensed aerospace flight entities and the public entities that facilitate their operations.

B. For purposes of this Section, the following definitions apply:

(1) "Aerospace flight activities" mean any act or activity related to the research, development, testing, manufacture, preparation, launch, operation, reentry, descent, landing, or post-landing recovery of an aeronautic or astronautic launch vehicle, craft, payload, or related equipment, including but not limited to fueling, integration, conditioning, and transporting, including but not limited to the transport of goods or persons, and any associated ground support operations whether conducted on-site or involving overflight.

(2) "Aerospace flight entity" means any person, corporation, partnership, limited liability company, or any other entity that conducts aerospace flight activities and, to the extent required by federal law, holds or operates anywhere under a valid Federal Aviation Administration license, experimental permit, or other authorization for the relevant activities requiring such a license. This also includes any employee, officer, director, agent, contractor, manufacturer, supplier, or vendor of such entity, any owner or lessor of immovable property used for aerospace flight activities, and any political subdivision or public entity with a contractual or operational relationship facilitating such activities.

C.(1) A cause of action against an aerospace flight entity arising from any act of the aerospace flight entity in connection with a public issue shall be subject to a special motion to strike, unless the court determines that the plaintiff has established a probability of success on the claim.

(2) In making its determination, the court shall consider the pleadings and supporting and opposing affidavits stating the facts upon which the liability or defense is based.

(3) If the court determines that the plaintiff has established a probability of success on the claim, that determination shall be admissible in evidence at any later stage of the proceeding.

D. In any action subject to Subsection C of this Section, a prevailing party on a special motion to strike shall be awarded reasonable attorney fees and costs.

E.(1) The special motion to strike may be filed within ninety days of service of the petition, or in the court's discretion, at any later time upon terms the court deems proper.

(2) If the plaintiff voluntarily dismisses the action prior to the running of the delays for filing an answer, the aerospace flight entity shall retain the right to file a special motion to strike within the delays provided by Paragraph (1) of this Subsection, and the motion shall be heard pursuant to the provisions of this Section.

(3) The motion shall be noticed for hearing not more than thirty days after service unless the docket conditions of the court require a later hearing.

F. All discovery proceedings in the action shall be stayed upon the filing of a notice of motion made pursuant to this Section. The stay of discovery shall remain in effect until notice of entry of the order ruling on the motion. Notwithstanding the provisions of this Section, the court, on noticed motion and for good cause shown, may order that specified discovery be conducted.

G. This Section does not apply to any enforcement action brought on behalf of this state by the attorney general, district attorney, or city attorney acting as a public prosecutor.

Acts 2026, No. 343, §1.

§2801. Partition of community property and settlement of claims arising from matrimonial regimes and co-ownership of former community property

A. When the spouses are unable to agree on a partition of community property or on the settlement of the claims between the spouses arising either from the matrimonial regime, or from the co-ownership of former community property following termination of the matrimonial regime, either spouse, as an incident of the action that would result in a termination of the matrimonial regime or upon termination of the matrimonial regime or thereafter, may institute a proceeding, which shall be conducted in accordance with the following rules:

(1)(a) Within forty-five days of service of a motion by either party, each party shall file a sworn detailed descriptive list of all community property, the fair market value and location of each asset, and all community liabilities. For good cause shown, the court may extend the time period for filing a detailed descriptive list. If a party fails to file a sworn detailed descriptive list timely, the other party may file a rule to show cause why its sworn detailed descriptive list should not be deemed to constitute a judicial determination of the community assets and liabilities. At the hearing of the rule to show cause, the court may either grant the request or, for good cause shown, extend the time period for filing a sworn detailed descriptive list. If the court grants the request, no traversal shall be allowed.

(b) Each party shall affirm under oath that the detailed descriptive list filed by that party contains all of the community assets and liabilities then known to that party. Amendments to the descriptive lists shall be permitted. No inventory shall be required.

(2) Within sixty days of the date of service of the last filed detailed descriptive list, each party shall either traverse or concur in the inclusion or exclusion of each asset and liability and the valuations contained in the detailed descriptive list of the other party. For good cause shown, the court may extend the time period for a party to traverse or concur in the detailed descriptive list of the other party. The trial of the traverses may be by summary procedure. At the trial of the traverses, the court shall determine the community assets and liabilities; the valuation of assets shall be determined at the trial on the merits. The court, in its discretion, may by ordinary procedure try and determine at one hearing all issues, including those raised in the traverses.

(3) The court may appoint such experts pursuant to Articles 192 and 373 of the Louisiana Code of Civil Procedure as it deems proper to assist the court in the settlement of the community and partition of community property, including the classification of assets as community or separate, the appraisal of community assets, the settlement of the claims of the parties, and the allocation of assets and liabilities to the parties.

(4) The court shall then partition the community in accordance with the following rules:

(a) The court shall value the assets as of the time of trial on the merits, determine the liabilities, and adjudicate the claims of the parties.

(b) The court shall divide the community assets and liabilities so that each spouse receives property of an equal net value.

(c) The court shall allocate or assign to the respective spouses all of the community assets and liabilities. In allocating assets and liabilities, the court may divide a particular asset or liability equally or unequally or may allocate it in its entirety to one of the spouses. The court shall consider the nature and source of the asset or liability, the economic condition of each spouse, and any other circumstances that the court deems relevant. As between the spouses, the allocation of a liability to a spouse obligates that spouse to extinguish that liability. The allocation in no way affects the rights of creditors.

(d) In the event that the allocation of assets and liabilities results in an unequal net distribution, the court shall order the payment of an equalizing sum of money, either cash or deferred, secured or unsecured, upon such terms and conditions as the court shall direct. The court may order the execution of notes, mortgages, or other documents as it deems necessary, or may impose a mortgage or lien on either community or separate property, movable or immovable, as security.

(e) In the event that the allocation of an asset, in whole or in part, would be inequitable to a party, the court may order the parties to draw lots for the asset or may order the private sale of the asset on such terms and conditions as the court deems proper, including the minimum price,

the terms of sale, the execution of realtor listing agreements, and the period of time during which the asset shall be offered for private sale.

(f) Only in the event that an asset cannot be allocated to a party, assigned by the drawing of lots, or sold at private sale, shall the court order a partition thereof by licitation. The court may fix the minimum bids and other terms and conditions upon which the property is offered at public sale. In the event of a partition by licitation, the court shall expressly state the reasons why the asset cannot be allocated, assigned by the drawing of lots, or sold at private sale.

(g) Notwithstanding any provision of law to the contrary, any increase in a full-time firefighter's earnable compensation that occurs following termination of a community of acquets and gains and that was conditioned on the firefighter's passage of both a written examination and a working test shall not be included in the calculation of a former spouse's portion of community property.

B. Those provisions of a domestic relations order or other judgment which partitions retirement or other deferred work benefits between former spouses shall be considered interlocutory until the domestic relations order has been granted "qualified" status from the plan administrator and/or until the judgment has been approved by the appropriate federal or state authority as being in compliance with applicable laws. Amendments to this interlocutory judgment to conform to the provisions of the plan shall be made with the consent of the parties or following a contradictory hearing by the court which granted the interlocutory judgment. The court issuing the domestic relations order or judgment shall maintain continuing jurisdiction over the subject matter and the parties until final resolution.

C. In the absence of an agreement between the parties for an extension of time or the granting by the court of an extension for good cause, if a party fails to comply with any time limit provided in this Section, upon motion of the other party or upon its own motion, the court may award reasonable attorney fees and court costs to the other party for the filing of or the response to the motion. If the court rules, pursuant to Subparagraph (A)(1)(a) of this Section, that the other party's sworn detailed descriptive list be deemed to constitute the assets and liabilities of the community, then the court shall not award attorney fees and court costs to the other party.

Added by Acts 1982, No. 439, §1; Acts 1986, No. 225, §1; Acts 1992, No. 825, §1; Acts 1993, No. 28, §1; Acts 1995, No. 433, §2; Acts 1995, No. 1008, §1; Acts 1997, No. 35, §2; Acts 2001, No. 493, §1; Acts 2005, No. 415, §1; Acts 2026, No. 968, §1, eff. June 25, 2026.

NOTE: SEE ACTS 1986, NO. 225, §5.

§2801.3. Award for future earnings; separate property

Future wages or earnings of a spouse set forth in an employment contract executed during the community property regime are the separate property of the contracting spouse for any unearned portions of the contract existing on the date the community property regime is terminated, including but not limited to any amounts later paid as severance pay or liquidated damages.

Acts 2026, No. 405, §1.

§3196. Definitions

As used in this Chapter, the following terms have the following meanings:

(1) "Known defect" means a condition found within the property that was actually known by the seller and that results in any of the following:

(a) Has a substantial adverse effect on the value of the property.

(b) Significantly impairs the health or safety of future occupants of the property.

(c) If not repaired, removed, or replaced, significantly shortens the expected normal life of the property.

(2) "Property disclosure document" means a document in a form prescribed by the Louisiana Real Estate Commission, or a form that contains at least the minimum language prescribed by the commission, which is presented by the seller to the purchaser in the manner set forth in R.S. 9:3198(B) and which discloses, at a minimum, known defects in either residential real property or vacant residential property.

(3) "Purchaser" means a transferee or prospective transferee in any of the types of transactions described in R.S. 9:3197(A).

(4) "Real estate contract" means any written agreement, entered into prior to the perfection of the contract of sale or contract to lease or otherwise with an option to purchase, which relates to the sale, offer for sale, purchase, offer to purchase, lease with option to purchase, offer to lease with option to purchase, any other option to purchase, or any other offer which includes an option to purchase any residential real property, vacant residential property, or improvements thereon.

(5) "Residential real property" means real property consisting of one or not more than four residential dwelling units, which are buildings or structures each of which are occupied or intended for occupancy as single family residences.

(6) "Seller" means an owner of residential real property or vacant residential property, whether an individual, partnership, corporation, or trust, who sells or attempts to sell residential real property or vacant residential property in a manner described in R.S. 9:3197(A).

(7)(a) "Vacant residential property" means any land that is either legally authorized to be used solely for residential purposes or is otherwise classified or intended for residential use and may include uninhabitable improvements or no improvements including but not limited to slabs, utility connections, driveways, walkways, fencing, wells, septic systems, sheds, and agricultural or storage structures.

(b) "Vacant residential property" does not include the following:

(i) Residential real property as defined in this Section.

(ii) Any land that is legally authorized to be used for agricultural, commercial, industrial, or other nonresidential purposes.

Acts 2003, No. 308, §1, eff. June 13, 2003; Acts 2018, No. 559, §1; Acts 2026, No. 708, §1, eff. Jan. 1, 2027.

§3197. Applicability; exemptions

A. The provisions of this Chapter apply to the transfer of any interest in residential real property or vacant residential property, whether by sale, exchange, bond for deed, lease with option to purchase, or any other option to purchase, including transactions in which the assistance of a real estate licensee is utilized and those in which such assistance is not utilized.

B. The provisions of this Chapter do not apply to any of the following:

(1) Transfers ordered by a court, including but not limited to a transfer ordered by a court in the administration of an estate, a transfer pursuant to a writ of execution, a transfer by any foreclosure sale, a transfer by a trustee in bankruptcy, a transfer by eminent domain, and any transfer resulting from a decree of specific performance.

(2) Transfers to a mortgagee by a mortgagor or successor in interest who is in default.

(3) Transfers by a mortgagee who has acquired the residential real property or vacant residential property at a sale conducted pursuant to a power of sale under a mortgage or a sale pursuant to decree of foreclosure, or who has acquired the vacant or residential property by a deed in lieu of foreclosure.

(4) Transfers by a fiduciary in the course of administration of a decedent's estate, guardianship, conservatorship, or trust.

(5) Transfers of newly constructed residential real property, which has never been occupied.

(6) Transfers from one or more co-owners solely to one or more of the remaining co-owners.

(7) Transfers from the succession executor or administrator pursuant to testate or intestate succession.

(8) Transfers of residential real property or vacant residential property that will be converted by the purchaser into a use other than residential use.

(9) Transfers of residential real property or vacant residential property to a spouse or relative in the line of consanguinity.

(10) Transfers between spouses resulting from a judgment of divorce or a judgment of separate maintenance or from a property settlement agreement incidental to such a judgment.

(11) Transfers or exchanges to or from any governmental entity.

(12) Transfers from an entity that has acquired title or assignment of a real estate contract to a piece of residential real property or vacant residential property to assist the prior owner in relocating, as long as the entity makes available to the purchaser a copy of the property disclosure statement, any inspection reports if any furnished to the entity by the prior owner, or both.

(13) Transfers to an inter vivos trust.

(14) Acts that, without additional consideration and without changing ownership or ownership interest, confirm, correct, modify, or supplement a deed or conveyance previously recorded.

Acts 2003, No. 308, §1, eff. June 13 2003; Acts 2018, No. 559, §1; Acts 2026, No. 708, §1, eff. Jan. 1, 2027.

§3198. Duties of the seller; delivery of property disclosure document; termination of real estate contract; information contained in document and inaccuracies; required disclosure of information relative to homeowners' associations and restrictive covenants; liability of seller

A.(1) The seller of residential real property or vacant residential property shall complete a property disclosure document in a form prescribed by the Louisiana Real Estate Commission or a form that contains at least the minimum language prescribed by the commission.

(2)(a) Included with the property disclosure documents required by this Section shall be statements of notification to the purchaser as to whether he is obligated to be a member of a homeowners' association as a homeowner in the community in which he is purchasing property and whether the residential property or vacant residential property he is purchasing is subject to a common regime of restrictive covenants or building restrictions, or both.

(b) Included with the property disclosure documents required by this Section shall be a statement as to whether or not an illegal laboratory for the production or manufacturing of methamphetamine was ever located on the property.

(c) Included with the property disclosure documents required by this Section shall be a statement as to whether or not a cavity created within a salt stock by dissolution with water lies underneath the property and whether or not the purchasing property is within two thousand six hundred forty feet of a solution mining injection well.

(3) The statement shall inform the purchaser that the information included in the disclosure statement relative to any homeowners' association is summary in nature and that restrictive covenants and building restrictions are a matter of public record. The statement shall also include notification to the purchaser that homeowners' association governing documents may be requested from the seller and how to obtain documents regarding any restrictive covenants and building restrictions governing the property to be purchased.

(4) As used in this Subsection, "homeowners' association" or "association" means a nonprofit corporation, unincorporated association, or other legal entity which is created pursuant to a declaration whose members consist primarily of lot owners, and which is created to manage, maintain, or otherwise affect the association property or which otherwise governs the use of association property.

(5) Forms used for compliance with Paragraph (1) of this Subsection on and after April 1, 2005, shall also include a clause for the seller to indicate whether the property has been zoned commercial or industrial.

B.(1) The seller shall complete the property disclosure document in good faith to the best of the seller's belief and knowledge as of the date the disclosure is completed and signed by the seller. If the seller has no knowledge or information required by the disclosure document, the seller shall so indicate on the disclosure statement and shall be in compliance with this Chapter.

(2) The seller shall deliver or cause to be delivered the completed and signed property disclosure document to the purchaser no later than the time the purchaser makes an offer to purchase, exchange, or option the property or exercises the option to purchase the property pursuant to a lease with an option to purchase.

(3)(a) If the property disclosure document is delivered to the purchaser after the purchaser makes an offer, the purchaser may terminate any resulting real estate contract or withdraw the offer no later than seventy-two hours, excluding federal and state holidays and weekends, after receipt of the property disclosure document. Notwithstanding any other agreement between the purchaser and seller, if the purchaser terminates a real estate contract or withdraws an offer in accordance with this Chapter, the termination or withdrawal of offer is without penalty to the purchaser and any deposit or earnest money shall be promptly returned to the purchaser.

(b) Any rights of the purchaser to terminate the real estate contract provided by this Chapter are waived if not exercised prior to transfer of title or occupancy, whichever is earlier, by the purchaser in the case of a sale or exchange, or prior to the transfer of title in the case of a purchase pursuant to a lease with option to purchase.

(c) A transfer subject to this Chapter is not invalidated solely due to the failure of any person to comply with this Chapter.

(d) The provisions of this Chapter shall not affect any other rights of a purchaser to terminate a real estate contract for reasons other than those set forth in this Chapter.

C. If information disclosed in accordance with this Chapter becomes inaccurate as a result of any action, occurrence, or agreement after delivery of the property disclosure document, the resulting inaccuracy does not constitute a violation of this Chapter.

D.(1) A property disclosure document shall not be considered as a warranty by the seller. The information contained within the property disclosure document is for disclosure purposes only and is not intended to be a part of any contract between the purchaser and seller.

(2) The property disclosure document may not be used as a substitute for any inspections or warranties that the purchaser or seller may obtain. Nothing in this Chapter precludes the rights or duties of a purchaser to inspect the physical condition of the property.

E. A seller shall not be liable for any error, inaccuracy, or omission of any information required to be delivered to the purchaser in a property disclosure document if either of the following conditions exists:

(1) The error, inaccuracy, or omission was not a willful misrepresentation according to the best of the seller's information, knowledge, and belief.

(2) The error, inaccuracy, or omission was based on information provided by a public body or by another person with a professional license or special knowledge who provided a written or oral report or opinion that the seller reasonably believed to be correct and which was transmitted by the seller to the purchaser.

Acts 2003, No. 308, §1, eff. June 13, 2003; Acts 2004, No. 452, §1, eff. July 1, 2005; Acts 2004, No. 546, §1; Acts 2008, No. 681, §1; Acts 2013, No. 369, §1; Acts 2018, No. 559, §1; Acts 2022, No. 581, §1, eff. Jan. 1, 2023; Acts 2026, No. 708, §1, eff. Jan. 1, 2027.

§3198.1. Duties of governmental entities; contaminated property

A. Whenever a state or local law enforcement agency becomes aware that residential real property or vacant residential property has been contaminated by its use as a clandestine methamphetamine drug lab, the agency shall report the contamination to the Department of Environmental Quality, referred to in this Section as the "department", and to the local sheriff's office.

B. The department shall maintain a listing of residential real property or vacant residential property that has been reported as contaminated, and the list shall be made available to the public through a website.

C. If property that is listed as contaminated on the department's website is subsequently seized and sold at a sheriff's sale, the sheriff shall provide notice to all bidders present at the time the sheriff's sale is conducted.

D. The department may promulgate rules and regulations in order to adopt standards for remediating properties contaminated by clandestine methamphetamine drug labs.

E. Upon confirmation by the department that property has been properly remediated to its established standards, the department shall remove the property from the list required in Subsection B of this Section. The department shall provide written notification to the local sheriff and the property owner of record when the documentation shows that the property has been properly remediated.

F. Notwithstanding any other provision of law to the contrary, once the property has been removed from the list required in Subsection B of this Section, the property owner is not required to report or otherwise disclose the past contamination as required in R.S. 9:3198(A)(2)(b).

G. Failure to comply with the provisions of this Section shall not create a cause of action against a governmental entity or the property owner, the owner's agent, the mortgagee, or other person with an interest in the property.

Acts 2008, No. 681, §1; Acts 2026, No. 708, §1, eff. Jan. 1, 2027.

§3199. Duty of real estate licensees; liability

A. A real estate licensee representing a seller of residential real property or vacant residential property shall inform the seller of the duties and rights established in this Chapter. A real estate licensee representing a buyer of residential real property or vacant residential property shall inform the buyer of the duties and rights established in this Chapter.

B. A person representing a seller in the transaction is not liable under this Chapter for any error, inaccuracy, or omission in a property disclosure document, unless the person has actual knowledge of the error, inaccuracy, or omission by the seller.

Acts 2003, No. 308, §1, eff. June 13, 2003; Acts 2026, No. 708, §1, eff. Jan. 1, 2027.

§3251. Lessee's deposit to secure lease; retention by lessor; conveyance of leased premises; itemized statement by lessor

A. Any advance or deposit of money furnished by a tenant or lessee to a landlord or lessor to secure the performance of any part of a written or oral lease or rental agreement shall be returned to the tenant or lessee of residential or dwelling premises within one month after the lease shall terminate. However, the landlord or lessor may retain all or any portion of the advance or deposit which is reasonably necessary to remedy a default of the tenant or to remedy unreasonable wear to the premises. If any portion of an advance or deposit is retained by a landlord or lessor, he shall forward to the tenant or lessee, within one month after the date the tenancy terminates or within fifteen days after the date that is one month after the tenancy terminates, an itemized statement accounting for the proceeds which are retained and giving the reasons therefor. The tenant shall furnish the lessor a forwarding address at the termination of the lease, to which such statements may be sent.

B. In the event of a transfer of the lessor's interest in the leased premises during the term of a lease, the transferor shall also transfer to his successor in interest the sum deposited as security for performance of the lease and the transferor shall then be relieved of further liability with respect to the security deposit. The transferee shall be responsible for the return of the lessee's deposit at the termination of the lease, as set forth in Subsection A of this Section.

C. Paragraph A of this Section shall not apply when the tenant abandons the premises, either without giving notice as required or prior to the termination of the lease.

Added by Acts 1972, No. 696, §1. Amended by Acts 1974, No. 697, §1; Acts 1981, No. 499 §1; Acts 1985, No. 578, §1; Acts 2026, No. 63, §1.

§3261.1. Lease agreements for certain residential dwellings; domestic abuse victims; stalking and cyberstalking

A. This Section shall apply only to a lease agreement for a residential dwelling within a building or structure consisting of six or more separate residential dwellings. The provisions of this Section shall not apply when the structure consists of ten or fewer units and one of the units is occupied by the owner or lessor.

B. Definitions

(1) "Accommodation" means the granting by the lessor to a domestic abuse victim the right to execute, renew, or terminate a lease, as applicable under the circumstances, pursuant to the requirements of this Section.

(2) "Domestic abuse" means domestic abuse battery as defined in R.S. 14:35.3 provided that the domestic abuse was committed on the leased premises or stalking or cyberstalking as defined in R.S. 14:40.2 and 40.3.

(3) "Domestic abuse offender" means a lessee or household member who has been named as a defendant in a Uniform Abuse Prevention Order or has been identified as a perpetrator of domestic abuse in a Certification of Domestic Abuse.

(4) "Domestic abuse victim" means a lessee or household member who has been named as a petitioner in a Uniform Abuse Prevention Order or has completed a Certification of Domestic Abuse.

(5) "Household member" means a household member as defined in R.S. 14:35.3.

(6) "Qualified third party" means the executive director, program director, or another employee of a community-based shelter contracted with the Department of Children and Family Services pursuant to R.S. 46:2124, provided the employee is a Licensed Clinical Social Worker (LCSW), or a licensed professional counselor, prosecuting attorney, or investigating law

enforcement officer who has personal involvement in the investigation or prosecution of any criminal case relative to the domestic abuse or stalking or cyberstalking.

(7) "Reasonable documentation" shall be exclusively confined to mean any of the following documents:

(a) A completed Certification of Domestic Abuse form as set forth in this Section, signed under oath by a qualified third party as defined in this Section.

(b) A Uniform Abuse Prevention Order.

C.(1) No lease agreement shall:

(a) Limit the lessee's right to summon, or any other person's right to summon, a law enforcement officer or other emergency assistance in response to an emergency or following an incident of domestic abuse on the leased premises.

(b) Assess monetary penalties or other penalties under the lease for the lessee summoning, or for any other person summoning, a law enforcement officer or other emergency assistance in response to an emergency or following an incident of domestic abuse on the leased premises.

(2) A lease provision prohibited under this Subsection shall be null, void, and unenforceable.

D.(1) A lessor shall not:

(a) Refuse to enter into the lease agreement solely on the basis that an applicant, or that applicant's household member, is or has been a victim of domestic abuse, or, except as provided by Subparagraph (b) of this Paragraph, on the basis of activity directly related to domestic abuse, if that applicant provides reasonable documentation and otherwise qualifies to enter into a lease agreement. The provisions of this Subparagraph shall not apply to an applicant who has previously been evicted by the lessor for any reason.

(b) Terminate the lease agreement, fail to renew the lease agreement, or issue an eviction notice or notice to vacate on the basis that an act of domestic abuse or activity directly related to domestic abuse has occurred on the leased premises and the victim is a lessee or a lessee's household member. However, if the continued presence of a domestic abuse offender in, or in close proximity to, the lessee's residential dwelling or apartment results in one or more additional violent disturbances or altercations and those disturbances or altercations pose a threat to the safety or peaceable possession of the premises by the lessee or other residents, then the lessor may evict the lessee, even if the presence of the domestic abuse offender is uninvited or unwelcome by the lessee. In such evictions, at the lessor's sole discretion, the lessor may permit the lessee to relocate to a different residential dwelling or apartment, provided that another residential dwelling or apartment is available and the lessee otherwise meets the lessor's qualification standards.

(2) An applicant, lessee, or any household member of an applicant or lessee who is or was the victim of domestic abuse, and who seeks protection under this Section, shall produce to the lessor reasonable documentation of the domestic abuse on or before the date of the lease application, lease termination, lease nonrenewal, or before the judgment or order of eviction is rendered. Failure of the applicant, lessee, or household member of any applicant or lessee to timely produce such reasonable documentation shall preclude and act as a complete bar to that applicant, lessee, or household member asserting claims or causes of action against the lessor for violation of this Subsection.

(3)(a) A lessor who has not yet been given reasonable documentation of the abuse by the lessee and who issues an eviction notice or a notice to vacate to any lessee for any reason allowed under an existing lease agreement, including damage to leased premises, shall not be penalized under this Section.

(b) However, if the sole reason the eviction notice or notice to vacate was issued was a single act of domestic abuse and not an additional act of domestic abuse under Paragraph (D)(1), no breach of the lease has been alleged, and the lessor receives reasonable documentation of domestic abuse before the judgment or order of eviction is rendered, then the lessor shall rescind the eviction notice or notice to vacate.

E. Only a lessee or a household member of the lessee's residential dwelling unit may be considered a domestic abuse victim such that the lessee may request an accommodation pursuant to this Section. In order for a lessee to receive an early termination as provided in this Section, the lessee shall do all of the following:

(1) Assert in writing to the lessor that the lessee, or the lessee's household member, is a domestic abuse victim and that the lessee seeks the particular accommodation afforded under Subsection F of this Section.

(2) Provide to the lessor reasonable documentation that the lessee seeking an accommodation, or that lessee's household member, was a victim of an act of domestic abuse on the leased premises within the past thirty days. If the stalking or cyberstalking did not occur on the leased premises, the lessee shall provide a written declaration on why residing on the leased premises may pose a threat to the victim's safety as provided by the certification in Subsection H of this Section.

(3) Assert in writing that the lessee seeking the accommodation will not knowingly voluntarily permit the domestic abuse offender further access to, visitation on, or occupancy of the lessee's residential dwelling unit and acknowledging that any violation of this Section may result in eviction or termination of the lease.

(4) Otherwise meet or agree to fulfill all requirements of a lessee under the lease agreement.

(5) If requested by the lessor, provide in writing the name and address of the person named as the defendant, perpetrator or abuser in a Uniform Abuse Prevention Order or Certification of Domestic Abuse form.

F. If a lessee fulfills all of the requirements of Subsection E of this Section, the lessor shall grant the lessee the requested early termination of the lease, as provided by this Subsection:

(1) If the lessee requests early termination of the lease agreement, the lessor shall terminate the lease agreement as a matter of law on a mutually agreed-upon date within thirty days of the written request for accommodation. The lessee requesting the accommodation shall vacate the residential dwelling by that date to avoid liability for future rent.

(2) In such cases, the lessee requesting the accommodation is liable only for rent paid through the early termination date of the lease and any previous obligations to the lessor outstanding on that date. The amount due from the lessee shall be paid to the lessor on or before the date the lessee vacates the dwelling. The lessor may withhold the lessee's security deposit only for any reason permitted under R.S. 9:3251. If the lessee or an additional lessee is a domestic abuse offender named on reasonable documentation presented to the lessor in a lessee's request for an accommodation under this Section, the lessor shall be entitled to an immediate eviction of the domestic abuse offender upon presenting the court with reasonable documentation of the abuse.

(3) When there are multiple lessees who are parties to a lease agreement for which the accommodation of early termination is requested by one or more lessees, and upon the lessee's timely providing to the lessor reasonable documentation of the abuse as required in this Section, the entire lease shall terminate on the mutually agreed-upon date, and the lessor shall be entitled to an immediate eviction of all lessees upon presenting the court with reasonable documentation of the abuse.

G. Nothing in this Section shall be construed to limit a lessor's right to refuse to enter into a lease agreement, terminate a lease agreement, fail to renew a lease agreement, or issue an eviction notice or notice to vacate to a lessee or tenants pursuant to Code of Civil Procedure Article 4701 et seq., for actions unrelated to the act of domestic abuse. Further, a lessor shall be entitled to an immediate eviction of the domestic abuse offender upon presenting the court with reasonable documentation of the abuse, and nothing in this Section shall limit a lessee's obligation as required by a lease agreement between the lessor and lessee.

H. A Certification of Domestic Abuse form as provided for in this Section shall read substantially the same as follows:

(Name of qualified third party and, if applicable, the name of their shelter, office, or agency)

I and/or my *(family or household member)* have suffered domestic abuse as defined in R.S. 9:3261.1 or stalking or cyberstalking as defined in R.S.14:40.2 and R.S. 14:40.3.

Briefly describe the incident giving rise to the claim of domestic abuse:

The incident(s) that I rely on in support of this declaration occurred on the following date(s) and time(s): and at the following location(s): .

If the stalking or cyberstalking did not occur on the leased premises, the reasons why continuing to reside on the leased premises may pose a threat to the victim's safety.

The incident(s) that I rely on in support of this declaration was/were committed by the following person(s), if known: .

I state under penalty of perjury under the laws of the state of Louisiana that the foregoing is true and correct. By submitting this statement I do not waive any legally recognized privilege protecting any communications that I may have with the agency or representative whose name appears below or with any other person or entity. I understand that my obligation to pay rent does not end until the early termination date of my lease as decided by the lessor or until I vacate the premises upon receiving agreement by the lessor to terminate my obligations under the lease early. I understand that my lessor may keep my security deposit or other amounts as permitted under law.

Dated at , Louisiana, this day of 20 .

(*Signature of Lessee or Lessee's family or household member)*

PRINTED NAME

I verify under penalty of perjury under the laws of the state of Louisiana that I have provided services to the person whose signature appears above and that, based on information communicated to me by the person whose signature appears above, the individual or his or her family or household member has suffered domestic abuse as defined by R.S. 9:3261.1 or stalking or cyberstalking as defined in R.S.14:40.2 and R.S. 14:40.3, and that the individual informed me of the name of the alleged perpetrator of the actions, giving rise to the claim, if known. This verification does not waive any legally recognized privilege that I, my agency, or any of its representatives have with the person whose signature appears above.

Dated this day of , 20 .

(Signature of qualified third party)

PRINTED NAME

(License number or organizational tax identification number)

(Organization name)

(Printed address)

I. A civil action for enforcement of rights granted pursuant to this Section may be commenced in state district court by a domestic abuse victim within one year of an alleged violation of this Section. In the civil action, the court may only grant as relief any permanent or temporary injunction, temporary restraining order, or other similar order, as the court deems appropriate.

J. Upon motion of the defendant or upon the court's own motion, if the court determines that a civil action brought under this Section is frivolous, the court shall award appropriate sanctions pursuant to Code of Civil Procedure Article 863.

K. No civil action may be commenced under this Section if the plaintiff or the plaintiff's household member has knowingly voluntarily permitted the domestic abuse offender access to, visitation on, or occupancy of the lessee's residential dwelling unit at any time after having requested an accommodation from the lessor under this Section.

L. Notwithstanding 24 Code of Federal Regulations Part 5.2011 and any other provision of law to the contrary, the provisions of this Section shall not supersede 24 CFR Part 5 Subpart L, as amended from time to time, including the programs provided for in 24 CFR Part 5.2009.

M. Lessors or owners of residential dwellings who institute eviction proceedings against domestic abuse offenders under this Section shall be immune from any and all lawsuits, claims, demands, or causes of action filed by or on behalf of domestic abuse offenders for wrongful eviction, breach of contract, termination of the lease in violation of this Section, discrimination under state or federal law, or any other claims or causes of actions arising in any way out of the eviction.

Acts 2015, No. 456, §1; Acts 2026, No. 64, §1.

§3530. Fees; origination; notary, documentation; over-the-credit-limit fee

A.(1) A lender may charge an origination fee that does not exceed seventy-five dollars on a consumer loan or revolving loan account.

(2) The origination fee may be charged only once in connection with a single loan to one borrower over any consecutive thirty-day period, regardless of the number of renewals or refinances during the same thirty-day period. An origination fee may be charged on any new loan made during a prior loan's consecutive thirty-day period provided the new loan is not a renewal, refinance, or rollover of the prior loan. When a loan is paid in full, an origination fee may be charged on any subsequent new loan without regard to the prior loan's consecutive thirty-day period.

(3) Notwithstanding any other law to the contrary, an origination fee shall not be considered a loan finance charge and shall not be subject to refund upon prepayment or acceleration of maturity.

(4) Repealed by Acts 2003, No. 633, §2.

B. Non-real estate related notary fees assessed in connection with consumer credit transactions subject to this Chapter are limited to a maximum of fifteen dollars.

C.(1) A lender may charge a documentation fee in an amount not to exceed one-half of the amount authorized in Paragraph (4) of this Subsection, in connection with a non-real estate consumer loan transaction.

(2) Notwithstanding any other law to the contrary, a documentation fee shall not be considered as interest nor shall it be included in the calculation of interest.

(3) An insurance premium finance company may not charge a documentation fee under this Subsection.

(4) In lieu of the documentation fee provided in Paragraph (1) of this Subsection, a lender may charge a documentation fee , not to exceed twenty dollars, in connection with any non-real estate consumer loan not subject to R.S. 9:3578.1 through 3578.8.

D. A lender upon entering into a revolving loan or lender credit card account that is secured by a collateral mortgage or equivalent security interest on immovable (real) property, may assess an origination fee in an amount not to exceed two percent of the consumer's established credit limit. Such origination fees may be assessed in addition to permissible loan finance charges and are not subject to rebate upon cancellation or termination of the consumer's account.

E.(1) A lender may contract for and receive reasonable over-the-credit-limit fees in connection with revolving loan, lender credit card, revolving charge and seller credit card accounts that are payable whenever the consumer exceeds the credit limit established for the account.

(2) A lender shall cease the assessment of over-the-credit-limit fees in connection with lender credit card and seller credit card accounts upon termination of the contract.

F.(1) A lender may collect a convenience charge authorized by R.S. 47:532.1(C) for services performed by a public license tag agent as well as any E.L.T. fees pursuant to R.S. 32:707.2. Such charge or fees shall not be assessed to the consumer more than once.

(2) Notwithstanding any other law to the contrary, the convenience charge authorized by R.S. 47:532.1(C) as well as any E.L.T. fees shall not be considered as interest, nor shall they be included in the calculation of interest.

G. Notwithstanding the limitations set in this Section or any other law to the contrary, a federally insured depository institution entering into a consumer credit transaction as defined in R.S. 9:3516(13) may contract for and receive the types of fees provided for in Subsections A, C, and D of this Section in any amount agreed to in a written agreement signed by the consumer. Fees charged under this Subsection by a federally insured depository institution shall not be considered loan finance charges or credit service charges under this Chapter.

Acts 1986, No. 584, §1, eff. July 2, 1986; Acts 1987, No. 498, §1; Acts 1988, No. 629, §1; Acts 1995, No. 153, §1; Acts 1995, No. 1184, §2; Acts 1999, No. 514, §1; Acts 1999, No. 1315, §1, eff. Jan. 1, 2000; Acts 2003, No. 633, §2; Acts 2004, No. 89, §1; Acts 2005, No. 123, §1, eff. June 22, 2005; Acts 2007, No. 31, §1; Acts 2010, No. 96, §1; Acts 2010, No. 668, §1; Acts 2011, No. 115, §1; Acts 2021, No. 69, §2; Acts 2026, No. 402, §1.

§4216. Limitation of application of Chapter

A. Nothing contained in this Chapter applies to contracts of employment of labor or to contracts for arbitration which are controlled by valid legislation of the United States or to contracts made prior to July 28, 1948.

B. Nothing contained in this Chapter applies to contracts mandating arbitration of child custody or visitation.

C. Arbitration of child custody or visitation is against the public policy of this state. Any provision of an agreement to arbitrate that mandates the arbitration of child custody or visitation is void and unenforceable.

D. No court in the state shall recognize or enforce any arbitral award governing child custody or visitation.

Acts 2026, No. 582, §1

§4757. Definitions

As used in this Part, unless the context clearly requires otherwise:

(1) "Default" means the failure by the lessee to perform, on time, any obligation or duty set forth in the rental agreement or pursuant to this Part.

(2) "Electronic mail" means an electronic message that is transmitted between two or more telecommunications devices, computers, or electronic devices capable of receiving electronic messages, whether or not the message is converted to printed format after receipt or is viewed upon transmission or stored for later retrieval. "Electronic mail" includes electronic messages that are transmitted through a local, regional, or global computer network.

(3) "Electronic mail address" means a destination, commonly expressed as a string of characters, to which electronic mail can be sent or delivered. An "electronic mail address" may include a user name or mailbox and a reference to an internet domain.

(4) "Last known address" means the mailing address or the electronic mail address provided by the lessee in the latest rental agreement or, subject to any requirements in the rental agreement, the mailing address or the electronic mail address provided by the lessee in a subsequent written notice of a change of address.

(5) "Lessee" means a person, his sublessee, successor, or assign, entitled to the use of storage space at a self-service storage facility under a rental agreement, to the exclusion of others.

(6) "Owner" means the owner, operator, lessor, or sublessor of a self-service storage facility, his agent, or any other person authorized by him to manage the facility or to receive rent from a lessee under a rental agreement.

(7) "Rental agreement" means any agreement or lease, written or oral, entered into between the owner and a lessee, that establishes or modifies the terms, conditions, rules, or any other provisions concerning the use of self-service storage facility. The rental agreement may be delivered and accepted electronically.

(8) "Self-service storage facility" means any real property designed and used for the purpose of renting or leasing individual storage space to lessees who are to have access to such for the purpose of storing and removing movable property. No lessee shall use a self-service storage facility for residential purposes. A self-service storage facility shall not be considered as a warehouse subject to the provisions of Title 10 of the Louisiana Revised Statutes of 1950; however, if an owner issues any warehouse receipt, bill of lading, or other document of title for the movable property stored, the owner and the lessees shall be subject to the provisions of Title 10 of the Louisiana Revised Statutes of 1950 and the provisions of this Part shall not apply.

(9) "Verified mail" means any method of mailing that is offered by the United States Postal Service or a private delivery service that provides evidence of mailing.

(10) "Wireless telecommunications device" means a cellular telephone, a text messaging device, a personal digital assistant, a stand-alone computer, or any other substantially similar wireless device.

Added by Acts 1981, No. 506, §1; Acts 2016, No. 167, §1, eff. May 19, 2016; Acts 2021, No. 111, §1, eff. Jan. 1, 2022; Acts 2026, No. 468, §1.

§4758.1. Notice of privilege

A. A lessee shall be notified of the privilege created by this Part before enforcement of the privilege by an owner. Notification of the privilege created by this Part shall be satisfied by either of the following:

(1) A written rental agreement signed by the lessee that includes the notice of privilege created by this Part. The notice of privilege in the rental agreement shall be in bold typed print of not less than twelve-point font. At the time of execution of the rental agreement, the owner shall bring the notice of privilege to the attention of the lessee and the lessee shall initial by the notice of privilege in the rental agreement.

(2) A written notification of the privilege sent to the lessee by verified mail to the last known address of the lessee and by electronic mail to the email address provided by the lessee and listed in the rental agreement.

B. An owner who does not have a written rental agreement that includes a notice of the privilege created by this Part shall not initiate an enforcement action as provided in this Part until thirty days after the written notice of a privilege is sent to the lessee as required by Paragraph (A)(2) of this Section.

C. To comply with the provisions of this Section, an owner shall include in the rental agreement a request for the lessee to provide two email addresses and the number of the lessee's wireless telecommunications device and the lessee shall initial by the request in the rental agreement.

Acts 2021, No. 111, §1, eff. Jan. 1, 2022; Acts 2026, No. 468, §1.

§4759. Options of owner upon lessee's default

In the event of default by the lessee, the owner of a self-service storage facility has the option to enforce judicially all of his rights under the rental agreement, including, if the agreement so provides, his right to accelerate all rentals that will become due in the future for the full term of the lease or to cancel the lease and enforce his privilege for the debt due him, as follows:

(1) Upon default by the lessee, the owner shall be authorized to remove any lock on the rented self-service storage space in order to compile a brief and general description of the movable property upon which a privilege is claimed and shall be entitled to place his own lock upon such space until his privilege is satisfied.

(2) The lessee shall be notified of the owner's intention to enforce his privilege.

(3) The notice shall be delivered in person to the lessee or sent by verified mail to the last known address of the lessee and by electronic mail to the email address provided by the lessee and listed in the rental agreement.

(4) The notice shall include:

(a) An itemized statement of the owner's claim, showing the sum due at the time of the notice and the date when the sum became due.

(b) Notification that the lessee has been or shall be denied access to the movable property, if such denial is permitted under the terms of the rental agreement, with the name, street address, and telephone number of the owner or his designated agent whom the lessee may contact to respond to the notice.

(c) A demand for payment within a specified time not less than ten days after the date of mailing or delivery of the notice.

(d) A statement that the contents of the lessee's rented space are subject to the owner's privilege and that, unless the claim is paid within the time stated in the notice, the movable property

is to be advertised for sale or other disposition and to be sold or otherwise disposed of to satisfy the owner's privilege for rent due and other charges at a specified time and place.

(5)(a) Actual receipt of the notice made pursuant to this Section shall not be required. At least ten days after its mailing, or at least ten days after the date that payment is demanded, whichever is later, an advertisement of the sale or other disposition of movable property subject to the privilege shall on at least one occasion be published in a newspaper of general circulation where the self-service storage facility is located or on a publicly accessible website that regularly advertises or conducts personal property auctions or sales.

(b) The advertisement shall include:

(i) A brief and general description of the movable property reasonably adequate to permit its identification by the lessee, except that any container, including but not limited to a trunk, valise, or box that is locked, fastened, sealed, or tied in a manner which deters immediate access to its contents, may be described as such without describing its contents.

(ii) The address of the self-service storage facility and the number, if any, of the space where the movable property is located and the name of the lessee.

(iii) The time, place, and manner of the sale or other disposition.

(6) The sale or other disposition of movable property shall take place not sooner than ten days following publication as required herein.

(7) Any sale or other disposition of the movable property shall conform to the terms of the notification as provided for in this Section.

(8) Any sale or other disposition of the movable property shall be held at the self-service storage facility, at the nearest suitable place to where the movable property is held or stored, as indicated in the notice required herein, or on a publicly accessible website that conducts personal property auctions. The owner shall sell the movable property to the highest bidder, if any. If there are no bidders, the owner may purchase the movable property for a price at least sufficient to satisfy his claim for rent due and all other charges, or he may donate the movable property to charity.

(9) If the property upon which the lien is claimed is a motor vehicle, watercraft, or trailer and the lessee is in default for sixty days, the owner may have the property towed in lieu of foreclosing on the lien. If a motor vehicle, watercraft, or trailer is towed pursuant to the provisions of this Paragraph, the owner shall not be liable for the motor vehicle, watercraft, or trailer or for any damages to the motor vehicle, watercraft, or trailer once the tower takes possession of the property. Any tower shall be licensed pursuant to the Louisiana Towing and Storage Act, R.S. 32:1711 et seq.

(10) Prior to any sale or other disposition of movable property to enforce the privilege granted by this Section, the lessee may pay the amount necessary to satisfy the privilege, including

all reasonable expenses incurred under this Section, and thereby redeem the movable property. Upon receipt of such payment, the owner shall have no liability to any person with respect to such movable property.

(11) A purchaser in good faith of movable property sold by an owner to enforce the privilege granted herein takes the property free of any claims or rights of persons against whom the privilege was valid, despite noncompliance by the owner with the requirements of this Section.

(12) In the event of a sale held pursuant to this Section, the owner may satisfy his privilege from the proceeds of the sale, but shall hold the balance, if any, as a credit in the name of the lessee whose property was sold. The lessee may claim the balance of the proceeds within two years of the date of sale, without any interest thereon, and if unclaimed within the two-year period, the credit shall become the property of the owner, without further recourse by the lessee. If the sale or other disposition of movable property made pursuant to this Part does not satisfy the owner's claim for rent due and other charges, the owner may proceed by ordinary proceedings to collect the balance owed.

(13) A reasonable late fee may be imposed and collected by an owner for each period that a lessee does not pay rent when due under the rental agreement, provided the amount of the late fee and the conditions for imposing such fee are stated in the rental agreement or in an addendum to that agreement. For purposes of this Paragraph, a late fee of twenty dollars or twenty percent of the monthly rent, whichever is greater, shall be deemed reasonable and shall not constitute a penalty. Any reasonable expense incurred as a result of rent collection or lien enforcement by an owner may be charged to the lessee in addition to late fees.

(14) If the rental agreement contains a limit on the value of property stored in the lessee's storage space, such limit shall be deemed to be the maximum value of the property stored in that space and the lessor shall not be liable for any claims in excess of any such stated value.

Added by Acts 1981, No. 506, §1; Acts 2016, No. 167, §1, eff. May 19, 2016; Acts 2021, No. 111, §1, eff. Jan. 1, 2022; Acts 2026, No. 468, §1.

§4759.1. Termination of rental agreement

A. An owner may terminate a rental agreement in accordance with the provisions of the rental agreement or as authorized by law by delivering to the lessee a written notice of termination. The notice shall include all of the following information:

(1) The lessee shall have fifteen days after the date of delivery of the notice as provided by this Subsection to remove all personal property from the self-service storage facility.

(2) The owner may limit access to the self-service storage facility to the owner's posted business hours.

(3) Failure of the lessee to remove all personal property as provided by this Subsection shall constitute a default of the rental agreement by the lessee.

B. Upon default of the lessee as provided in Subsection A of this Section, the owner may assert a lien privilege on any personal property remaining at the self-service storage facility and may enforce the lien by sale or public auction in accordance with this Part, except the requirement to advertise in accordance with this Part shall not apply.

Acts 2026, No. 468, §1

§4759.2. Nonrenewal of rental agreement; abandonment

A. If the owner provides written notice to the lessee that the rental agreement shall not be renewed upon expiration of its term, the lessee shall remove all personal property from the self-service storage facility on or before the date of expiration of the rental agreement.

B. Any personal property remaining at the self-service storage facility fifteen days after expiration of the rental agreement shall be deemed abandoned. Upon determination that the storage space is abandoned, the owner shall have the right to dispose of the personal property without further notice to the lessee.

Acts 2026, No. 468, §1.

§5607. Actions against a professional engineer, surveyor, professional interior designer, architect, real estate developer; peremptive periods

A. No action for damages against any professional engineer, surveyor, engineer intern, surveyor intern, or licensee as defined in R.S. 37:682, or any professional architect, landscape architect, architect intern, or agent as defined in R.S. 37:141, or professional interior designer, or licensee as defined in R.S. 37:3171, or other similar licensee licensed pursuant to the laws of this state, or real estate developer relative to development plans which have been certified by a professional engineer or professional architect, whether based upon tort, or breach of contract, or otherwise arising out of an engagement to provide any manner of movable or immovable planning, construction, design, or building, which may include but is not limited to consultation, planning, designs, drawings, specifications, investigation, evaluation, measuring, or administration related to any building, construction, demolition, or work, shall be brought unless filed in a court of competent jurisdiction and proper venue at the latest within five years from:

(1)(a) The date of registry in the mortgage office of acceptance of the work by the owner.

(b) If no such acceptance is recorded within six months from the date the owner has occupied or taken possession of the improvement, in whole or in part, the date the improvement has been occupied by the owner.

(2) The date the person furnishing the services has completed the services with regard to actions against that person, if the person performing or furnishing the services described in this Subsection does not render the services preparatory to construction, or if the person furnishes such services preparatory to construction but does not perform any inspection of the work.

B. The provisions of this Section shall apply to all persons whether or not infirm or under disability of any kind and including minors and interdicts.

C. The five-year period of limitation provided for in Subsection A of this Section is a peremptive period within the meaning of Civil Code Article 3458 and in accordance with Civil Code Article 3461, may not be renounced, interrupted, or suspended.

D. The provisions of this Section shall take precedence over and supersede the provisions of R.S. 9:2772 and Civil Code Articles 2762 and 3545.

E. The peremptive period provided in Subsection A of this Section shall not apply in cases of fraud, as defined in Civil Code Article 1953.

F. The peremptive periods provided in Subsections A and B of this Section shall not apply to any proceedings initiated by the Louisiana Professional Engineering and Land Surveying Board or the State Board of Architectural Examiners.

Acts 2003, No. 854, §1; Acts 2006, No. 732, §1; Acts 2026, No. 135, §1.