A Publication of the
Louisiana Department of Revenue
Offer in Compromise Program
P.O. Box 201
Baton Rouge, Louisiana 70821-0201

Form R-20212 (Rev 7/15)

LOUISIANA
DEPARTMENT *of* REVENUE

Louisiana Department of Revenue

Offer in Compromise Program

This Booklet Contains:

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- **Basic Information Concerning Offers in Compromise**
- **Instructions for Completing the Offer in Compromise Application**
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Note: This booklet may be downloaded from our website at
http://www.revenue.louisiana.gov

Offer in Compromise Policy Statement

An Offer in Compromise will be considered when it is determined that the tax liability cannot be collected in full and the amount offered reasonably reflects collection potential. The success of the Offer in Compromise Program will be assured only if the taxpayer makes an adequate compromise proposal consistent with ability to pay and LDR makes a reasonable decision. The taxpayer is required to provide documentation of financial condition. The goal of the Offer in Compromise Program is to achieve a compromise that is in the best interest of both the taxpayer and the state. Acceptance of an offer should create for the taxpayer a fresh start regarding compliance with current and future tax filing and payment requirements. A nonrefundable **application fee of $186** payable to Louisiana Department of Revenue along with an initial payment of 20% of the amount being offered must be submitted with each application.

Basic Information Concerning Offers in Compromise

- The Secretary of Revenue, with the written approval of two assistant secretaries under Revised Statute 47:1578(4), may compromise any judgments for taxes of $500,000 or less, exclusive of interest and penalty, including assessments for such amounts that are equivalent to judgments upon a determination that any of the following apply:

  a. There is serious doubt as to the collectibility of the outstanding judgment.
  b. There is serious doubt as to the taxpayer's liability for the outstanding judgment.
  c. The administration and collection costs involved would exceed the amount of the outstanding liability.

  In addition, under Revised Statute 47:295, the Secretary may waive, reduce, or compromise any of the taxes, penalties, or interest or other amounts provided by the individual income tax statutes.

- An approved Offer in Compromise is not protected by the confidentiality provisions of Revised Statute 47:1508. An Offer in Compromise, signed by all parties and including the reason, **is a public record and is open to public inspection upon request.** A list of approved Offers in Compromise is required to be published in LDR's annual report.

- An offer will not be considered if it is determined that the offer was filed for the purpose of delaying collection or otherwise jeopardizing LDR's ability to collect the tax debt. Any installment payment arrangement already in effect will be continued while the offer is considered. Interest and penalty will continue to accrue on any unpaid tax debt while the offer is being considered.

- Any payment made with the application will be applied as partial payment to the applicant's tax liability regardless of the disposition of the offer.

- A LDR representative will evaluate the offer and make a recommendation to accept or reject. The representative may request additional documentation to verify financial or other information concerning the offer. The financial investigation may require verification of financial data by visual inspection of records and personal interview. The representative may determine that a larger offer amount is necessary to justify acceptance. The applicant will have the opportunity to amend the offer if indicated. Any amendment to the offer must be in writing from the applicant or their Power of Attorney.

- All information and statements provided by the applicant are subject to verification and are under the jurisdiction of Revised Statutes. 47:1604 and 1642, concerning the giving of false statements.

- The offer application must be submitted on Form R-20212A and must include the required financial disclosure forms. Separate applications must be submitted for individual and business taxes. All business taxes can be included on one application. Depending on the legal structure of the applicant, the following financial disclosure forms are required:

Legal Structure	Form(s) Required
Individual	R-20223 (Individual)
Corporate Officer	R-20223 (Individual)
Proprietorship	R-20222 (Business) & R-20223 (Individual)
Partnership	R-20222 (Business) & R-20223 (Individual)
Corporation	R-20222 (Business)
Trust/Estate	R-20222 (Business)

- If a Federal Offer in Compromise application has been requested within the last three months, it may be accepted in lieu of the required financial disclosure forms.

- Any collection by LDR before the offer or any refund to which LDR is entitled under its offset provision cannot be considered as part of an offer.

- Tax liens will be released only after an offer is accepted and the amount offered is paid in full.

- Compliance with all terms and conditions of the offer is required, including the timely filing and payment of all required tax returns for a period of 10 years from the date the offer is accepted. Failure to comply may result in the offer being voided and resumption of collection on the total balance due.
- No Offer in Compromise will be considered while a criminal investigation or prosecution is pending, or while the applicant is under bankruptcy court jurisdiction.
- All documents included on the Form R-20211 checklist must be included with the application.

If the Offer Is Accepted

LDR will notify the applicant by mail if the offer is accepted. Payment of the accepted offer must be made by the payment due date indicated on the acceptance letter. Failure to pay by this date may cause the accepted offer to become null and void. Payment of the offer by electronic means or payment by cashier's check or money order will assure faster satisfaction of the lien. If payment is made by personal check and the check later becomes NSF, the accepted offer will be null and void and the entire liability will immediately become due. In addition, NSF check penalties will apply.

If the Offer Is Declined

The applicant will be notified by mail if the offer is declined. The applicant should immediately contact LDR to arrange for payment of the entire liability. If immediate payment is not possible, the applicant may request payment through a LDR-approved installment payment agreement. Louisiana law makes no provision for appeal of a declined offer. LDR will only accept one offer from any applicant in a 10-year period.

Returning the Offer

LDR may reject the application for any of the following reasons:

1. The applicant is not adequately identified (name, address, Louisiana Account Number, etc.) or required signatures are not provided.
2. An offer of "zero" or "none" will not be considered.
3. The offer includes an amount already collected or subject to refund offset.
4. The tax liability is not adequately identified.
5. The offer does not show a reason ("Doubt as to Collectibility" and/or "Doubt as to Liability") or the summary statement supporting the reason for the offer has not been provided.
6. Financial statements have not been included or are incomplete.
7. LDR's records indicate noncompliance with filing of required returns.
8. The applicant is currently under bankruptcy court jurisdiction.
9. Power of Attorney Form (if indicated) has not been included.
10. Criminal investigation or prosecution is pending.
11. The mandatory 20 percent down payment was not included with the offer.

Instructions for Completing the Offer in Compromise Application (Form R-20212A)

Item 1 Enter the applicant's full name, street address, Social Security Number, Louisiana Account Number (if applicable), and daytime telephone number. If the tax liability is owed by more than one person, identify each person or business for which the offer is made.

Item 2 Enter the mailing address, if different from the street address.

Item 3 Place an "X" in the box next to the term or terms that identify the applicant's legal structure.

Item 4 Enter the offer amount. An application fee of $186 and a nonrefundable payment of at least 20 percent of the offered amount is required and must accompany an Offer in Compromise. In the event the Offer in Compromise is rejected, the deposit shall be applied to the taxpayer's outstanding tax liability.

Item 5 Place an "X" in the box next to the method of payment. All payments made with the application will be applied as partial payment toward the applicant's tax liability and will not be returned, regardless of the disposition of the offer. The acceptance of this payment constitutes neither a waiver of LDR's rights nor an acceptance of the offer.

Item 6 Place an "X" to identify the involved tax types. Specify the account number, the period, the amount due, and the amount offered for which the offer is made. Please contact LDR if you need to confirm any periods of liability.

Item 7 LDR may compromise a tax liability for one or both of the following reasons:

- "Doubt as to Collectibility" – The applicant doubts his ability to ever pay the full amount of tax owed.
- "Doubt as to Liability" – The applicant believes that the tax liability is not correct or he is not liable.

Note: LDR will not accept a compromise based on doubt as to collectibility when there is no doubt that the full amount can be collected. LDR will not accept a compromise based on doubt as to liability if the amount owed has already been determined to be legally correct by a court or the Board of Tax Appeals. Provide a detailed statement explaining the reason for the offer. You may attach any documents that support the statement.

Item 8 Provide name of offer funding source.

Item 9 Attach completed and signed Power of Attorney Form R-7006 if an attorney, accountant, or any other agent represents you.

Item 10 It is important that the Terms and Conditions listed in this section are understood. Also, the applicant authorizes LDR to obtain bank and financial information, as well as a credit history from any consumer reporting agency, for the purpose of verifying the financial information provided by the Offer in Compromise applicant. All persons submitting the offer must sign and date the application.

Item 11 The applicant may at his discretion allow LDR to exchange information regarding a pending or completed offer with the IRS. All information in this section must be provided including applicant(s) signature(s) and date.

LOUISIANA
DEPARTMENT *of* REVENUE

Offer in Compromise Application

Louisiana Department of Revenue
Offer in Compromise Program
P.O. Box 201
Baton Rouge, Louisiana 70821-0201

Please read instructions before completing this form and include the $186 non-refundable Application Fee.

Tax Type to be included in this offer
☐ Individual ☐ Business

1. Applicant's Name (Individual)	Social Security Number
Street Address	
City, State, ZIP	Daytime Telephone Number
1. Applicant's Name (Individual)	Social Security Number
Street Address	
City, State, ZIP	Daytime Telephone Number
1. Applicant's Name (Business)	LA Account Number
Street Address	Parish
City, State, ZIP	Daytime Telephone Number
1. Applicant's Name (Business)	LA Account Number
Street Address	Parish
City, State, ZIP	Daytime Telephone Number
2. Applicant(s) Mailing Address (If different from above)	**3. Applicant(s) Legal Structure**
Street Address	☐ Individual ☐ Proprietorship ☐ Partnership ☐ Corporation ☐ Trust/Estate ☐ Corporate Officer(s) ☐ LLC
City, State, ZIP	

4. Offer Amount

I/We offer to pay the amount of $_____ to compromise and settle the tax liabilities listed in Section 6 below and will pay this amount in the following manner: **(Place an "X" in the appropriate box.)**

☐ Paid in full with this offer. (Make check payable to the "Louisiana Department of Revenue.")
☐ A payment of $ _____ , which is at least 20% of the offer is required; the balance is to be paid within 30 days from acceptance.

Note: An application fee of $186 and a nonrefundable initial payment of at least 20 percent of the amount offered must be submitted with the Offer in Compromise Application. In the event the Offer in Compromise is rejected, the deposit shall be applied to the taxpayer's outstanding tax liability.

5. Method of Payment

☐ Bank Draft ☐ Cash ☐ Credit Card ☐ Money Order ☐ Check

Note: It is understood that this offer will be considered and acted upon in due course and that it does not relieve the taxpayer(s) from the liability sought to be settled until the offer is accepted in writing by the Secretary of the Louisiana Department of Revenue, two assistant secretaries, and the Louisiana Board of Tax Appeals, and there has been full compliance with the terms of the offer.

6. Description of Tax Liabilities to be Compromised (Mark and complete all that apply.)

Tax Type	Period(s)	Amount Due	Amount Offered
☐ Individual Income Tax SSN _____			
☐ Employer Withholding Tax LA Account Number _____			
☐ Sales & Use Tax LA Account Number _____			
☐ Corporate Income Tax LA Account Number _____			
☐ Corporate Franchise Tax LA Account Number _____			
☐ Other (Specify.)_____ LA Account Number _____			

7. Reason for Offer: (Mark either or both and provide supporting statements. Attach additional sheets if necessary.)

☐ Doubt as to Collectibility ("I am unable to pay this tax.")

_____
_____
_____
_____
_____

☐ Doubt as to Liability ("I do not believe I owe this tax and/or the tax liability is not correct.")

_____
_____
_____
_____
_____

8. Provide name of offer funding source.

9. If you are represented by an attorney, accountant or agent, please provide the following information.

Name	Firm
Mailing Address	
City, State, ZIP	
Telephone Number ( )	

If you are represented by an attorney, accountant, or agent, attach Power of Attorney – Use Form R-7006 only.

10. Terms and Conditions

By submitting this offer and signing below, I/we understand and agree to LDR's Offer in Compromise Terms and Conditions as follows:

(a) I/We will submit a non refundable application fee of $186 and a payment of at least 20 percent of the offer that I/We understand will be applied as a partial payment toward my/our tax liability and will not be returned, regardless of the disposition of the offer.

(b) I/We will remain in compliance with all tax return filing provisions of the Revised Statutes during the existence of this offer.

(c) The offer remains pending until an authorized LDR representative issues written notification of acceptance or rejection, or until the offer is withdrawn by me/us.

(d) I/We understand that collection enforcement activity will **not** be suspended while an offer is pending.

(e) LDR will retain and apply any payment toward the liability for which this offer is made, if the payment was received before official acceptance of the offer. LDR will retain any credits received before full payment of an accepted offer.

(f) I/We understand that the 20 percent down payment is nonrefundable and will be credited to the liability.

(g) I/We understand that the tax I/we owe is, and will remain, a tax liability until I/we meet all the terms and conditions of this offer. If I/we file bankruptcy before the terms and conditions of this offer are completed, any claim LDR files in a bankruptcy proceeding will be a tax claim.

(h) I/We understand that LDR will only consider one Offer in Compromise application in a 10-year period.

(i) I/We authorize LDR to obtain bank and financial information, as well as a credit history, from any consumer reporting agency for the purpose of verifying the financial information provided by the Offer in Compromise applicant.

(j) If I/we fail to meet the terms and conditions of an accepted offer, the offer will be considered null and void. LDR will continue to add applicable interest and penalty on the total unpaid balance until paid in full. In addition, LDR may:

(1) Immediately issue and record any tax lien necessary to protect the state's legal interest;
(2) Proceed with enforced collection of the total outstanding liability;
(3) Apply amounts already paid under the offer to the total liability.

(k) It is also agreed that on notice to the taxpayer of the acceptance of this offer, the taxpayer shall have no right to contest, in court or otherwise, the liability sought to be settled. If full payment is not received within 30 days after notification of the acceptance of this offer, the Secretary of the Louisiana Department of Revenue or a designee may disregard the amount of the offer and, without notice of any kind, assess and collect by seizure or any other legal means, the balance of the original liability.

(l) I/We waive prescription applicable to the assessment and collection of the liability sought to be settled and agree to the suspension of prescription on assessment and collection for the period during which the offer is pending. The offer shall be deemed pending from the date of acceptance of the waiver of prescription until the date the offer is formally accepted, rejected, or withdrawn in writing.

I/We have examined this offer, including accompanying schedules, returns, and statements, and hereby affirm that to the best of my/our knowledge and belief it is true, correct, and complete.

Applicant's Signature	Date
Applicant's Signature	Date
Power of Attorney Signature	Date
Notary Signature	Date

Note: LDR Forms R-20223 (Statement of Financial Condition for Individuals) or R-20222 (Statement of Financial Condition for Businesses) must be completed, signed, and attached for this to be a complete offer. For individuals filing joint returns, both spouses must sign. If the business is a corporation, this must be signed by an officer or board member; if a partnership or LLC, this must be signed by one of the partners. LDR personnel may request verification of the financial information provided on these forms and may request additional information.

11. Disclosure Agreement (Complete this section if an Offer in Compromise is currently pending or has been completed with the IRS.)

☐ Completed Date _____		☐ Accepted (Amount $ _____) or ☐ Declined
☐ Pending Date filed _____		IRS Agent Assigned
☐ To be filed Date _____		Telephone Number ( )
Tax Period(s) Covered _____ - _____	Amount Owed $_____	Federal Taxpayer Identification Number

By my/our signature(s) below, I/we authorize the Louisiana Department of Revenue and the Internal Revenue Service to exchange information from their respective files regarding my/our pending or completed Offer in Compromise.

_____ _____
Applicant's Signature Date

_____ _____
Applicant's Signature Date

Revenue Offices – Hours 8:00 A.M. – 4:30 P.M.

Headquarters
617 North Third Street, Baton Rouge, LA 70802
P.O. Box 201, Baton Rouge, LA 70821-0201
(855) 307-3893

LOUISIANA
DEPARTMENT *of* REVENUE

Statement of Financial Condition for Individuals

Louisiana Department of Revenue
Formal Installment Agreement for Individuals
P.O. Box 66658
Baton Rouge, LA 70896-6658

The information provided in this statement must include all household employment, assets, liabilities, income and expenses. Spouse and dependent information are required even though only one person is liable for the tax.

Section I – Personal Information

1. Taxpayer(s) Name(s) and Residence Address	2. Daytime Telephone Number	3. Marital Status *(Mark One.)*
	( )	☐ Single ☐ Married ☐ Separated ☐ Divorced
	4. Social Security Number	5. Date of Birth
	Taxpayer _____	Taxpayer _____
How long at this address? ___Years ___Months Do you own ☐ or rent ☐?	Spouse _____	Spouse _____
6. Previous Address if at Current Address Less than Two Years	7. Income Tax Return Information	
	A. Year of Last Filed Federal Income Tax Return _____	
	B. Federal Adjusted Gross Income from Last Return $ _____	
	C. Year of Last Filed Louisiana Income Tax Return _____	

Section II – Employment Information

8. Taxpayer(s) Employer or Business – Name and Address	9. Employer Telephone Number	10. Occupation
	( )	
	11. Length of Employment	12. Work Relationship
	Years_____ Months_____	☐ Employee ☐ Proprietor ☐ Partner ☐ Officer
13. Spouse's Employer or Business – Name and Address	14. Employer Telephone Number	15. Occupation
	( )	
	16. Length of Employment	17. Work Relationship
	Years_____ Months_____	☐ Employee ☐ Proprietor ☐ Partner ☐ Officer

18. Taxpayer(s) Part-time or Previous Employment in Last Three Years		19. Spouse's Part-time or Previous Employment in Last Three Years	
Employer Name	**Employment Date**	**Employer Name**	**Employment Date**
	to		to
	to		to
	to		to

20. Have your wages or salary been garnished within the last three years? Taxpayer ☐ Yes ☐ No Spouse ☐ Yes ☐ No

Section III – Dependent Information

21. Dependent Name *(Other than Spouse)*	**Date of Birth**	**Relationship**	**Monthly Income**
			$

Section IV – Assets as of _____-_____-_____ (MM DD YY)

22. Cash — **Total** *(Enter also on Line 30-A.)*	**$**

23. Bank or Credit Union Accounts *(Checking, Savings, Certificate of Deposit, etc.)**

Name of Institution	Account Number	Type of Account	Balance
			$
		Total *(Enter also on Line 30-B.)*	**$**

24. Bank Credit Cards *(Visa, MasterCard, Discover, American Express, etc.)**

Name of Issuer	Account Number	Credit Limit	Amount Owed	Credit Available
		$	$	$
			Total *(Enter also on Line 30-C.)*	**$**

25. Securities *(Stocks, Bonds, Mutual Funds, IRA, Government Securities, Money Market Funds, etc.)**

Type	Issuer	Quantity or Denomination	Current Value
			$
		Total *(Enter also on Line 30-D.)*	**$**

26. Real Property *(Personal Residence, Vacation or Second Home, Investment Property, Unimproved Land, etc.)**

Description	Address	Current Market Value	Amount Owed	Equity in Property
		$	$	$
			Total *(Enter also on Line 30-E.)*	**$**

27. Vehicles – Excluding Leased Vehicles *(Including Motor Homes, Campers, Motorcycles, Boats, Trailers, etc.)**

Description	Make	Purchase Date	Year	Tag Number	Current Market Value	Amount Owed	Equity in Vehicle
					$	$	$
						Total *(Enter also on Line 30-F.)*	**$**

28. Other Assets*

	Current or Appraised Value		Current or Appraised Value
Notes Receivable	$	Timber, Mineral, or Drilling Rights	$
Cash Surrender Value of Life Insurance		Patents or Copyrights	
Judgments or Settlements Receivable		Other *(Specify.)*	
Vested Retirement Account			
Collectibles, Antiques, or Artwork			
		Total *(Enter also on Line 30-G.)*	**$**

☐ *If additional lines are needed, check this box and attach additional pages, noting line number and description.

Section V – Liabilities as of _____-_____-_____ (MM DD YY)

29. Liabilities *(Do Not Include Any Mortgages or Vehicle Loans)*

	Total Amount Owed		**Total Amount Owed**
Notes Payable	$	Past Due Other Taxes	$
Installment or Personal Loans		Vehicle Lease: Make_____ Year_____	
Education or Student Loans		Vehicle Lease: Make_____ Year_____	
Bank Revolving Credit		Other Liabilities:	
Judgments Payable			
Past Due Federal Taxes			
Past Due State Taxes			
		Total *(Enter also on Line 31.)*	**$**

Section VI – Net Worth Calculation

30. Assets *(Section IV)*

A. Cash *(Section IV, Line 22)*	$
B. Bank or Credit Union Accounts *(Section IV, Line 23)*	
C. Bank Credit Cards *(Section IV, Line 24)*	
D. Securities *(Section IV, Line 25)*	
E. Real Property *(Section IV, Line 26)*	
F. Vehicles *(Section IV, Line 27)*	
G. Other Assets *(Section IV, Line 28)*	
Total Assets *(Add Lines 30A – 30G.)*	$
31. Liabilities *(Total of Section V, Line 29)*	$
32. Net Worth *(Total Assets from Line 30 minus Total Liabilities from Line 31)*	$

Section VII – Other Information

33. Are you currently in filing compliance with all Louisiana taxes?
☐ Yes ☐ No If "No", identify tax type and period. _____

34. If the tax liability was incurred in the operation of a business, has the business been discontinued?
☐ Yes ☐ No ☐ N/A If "Yes", date discontinued. _____

35. Have you disposed of any assets or property by sale, transfer, exchange, gift, or in any other manner during the past 18 months?
☐ Yes ☐ No If "Yes", identify. _____

36. Is a foreclosure proceeding pending on any real estate that you own or have an interest in?
☐ Yes ☐ No

37. Is anyone holding any assets on your behalf?
☐ Yes ☐ No If "Yes", identify. _____ Relationship _____

38. Are you a party to any lawsuit now pending?
☐ Yes ☐ No

39. Do you anticipate any significant change in your current income levels or financial situation within the next four years?
☐ Yes ☐ No If "Yes", explain. _____

40. Have you previously petitioned the Louisiana Department of Revenue for an Offer in Compromise for any tax liability within the last ten years?
☐ Yes ☐ No If "Yes", date the offer was approved or declined. _____

41. Are you or any business that you own currently under bankruptcy court jurisdiction?
☐ Yes ☐ No Bankruptcy Case Number _____

Section VIII – Income and Expense Analysis

42. Monthly Household Disposable Income

GROSS MONTHLY INCOME			MONTHLY LIVING EXPENSES	
Source	**Taxpayer**	**Spouse**	**Source**	**Amount**
Salary, Wages, Commissions, Tips	$	$	House or Rent Payment	$
Self-Employment Income			Income Taxes *(Federal, State, FICA)*	
Pensions, Disability, and Social Security			Estimated Tax *(If Applicable)*	
Dividends and Interest			Groceries	
Gift or Loan Proceeds			Medical Expenses and Prescriptions	
Rental Income			Utilities Electric $_____ + Gas $_____ + Water $_____ + Phone $_____ =	
Estate, Trust, and Royalty Income				
Workers' Compensation and Unemployment			Insurance: Life $_____ + Health $_____ + Auto $_____ + Home $_____ =	
Alimony and Child Support				
Other *(Specify.)*			Court Ordered Payment	
			Personal Loan Payment	
			Religious and Charitable Donations	
			Clothing and Personal Grooming	
			Entertainment and Recreation	
			Legal Fees	
			Transportation Expense	
			Vehicle Loan Payment	
			Vehicle Lease Payment	
			Property and Ad Valorem Taxes	
			Child Care	
			Installment & Credit Card Payments	
			Tuition Payment	
			Other *(Specify.)*	
Subtotal	$	$		
Combined Monthly Income *(Add Taxpayer and Spouse Monthly Income.)*	$		**Total Monthly Living Expenses**	$

43. Net Monthly Household Disposable Income *(Subtract Total Monthly Living Expenses from Combined Monthly Income.)* $

I/We have examined this Statement of Financial Condition for Individuals and hereby affirm that to the best of my/our knowledge and belief, it is true, correct and complete.

Taxpayer Signature _____ Date _____

Spouse Signature _____ Date _____

Power of Attorney Signature _____ Date _____

(Attach Power of Attorney – Form R-7006.)

LOUISIANA
DEPARTMENT *of* REVENUE

Statement of Financial Condition for Businesses

Louisiana Department of Revenue
Formal Installment Agreement for Business
P.O. Box 201
Baton Rouge, LA 70821-0201

Section I – Business Identification

1. Business Name and Address	2. Mailing Address *(If Different from Street Address)*	
3. Parish or County	4. Daytime Telephone Number	5. Number of Employees
6. Type of Ownership ☐ Proprietorship ☐ Partnership ☐ LLC ☐ Corporation ☐ Other (Specify.)_____	7. Louisiana Tax ID 8. Federal Tax ID	
9. Beginning Date of Business	10. Ending Date of Business *(If Closed)*	

11. Latest Filed Louisiana Income Tax Return	Revenue Form Number	Tax Year Ended	Net Income
			$

12. Information About Owner, Partners, Officers, Major Shareholder, etc.

Name	Social Security Number	Title	Effective Date	Monthly Salary or Wages	Total Shares or Interest
				$	

Section II – Assets as of _____-_____-_____ (MM DD YY)

13. Cash On Hand	**Total** *(Enter also on Line 25-A.)*	$

14. Bank Accounts *(General Operating, Payroll, Savings, Certificate of Deposit, etc.)**

Name of Institution	Account Number	Type of Account	Balance
			$
		Total *(Enter also on Line 25-B.)*	$

15. Bank Credit Available *(Line of Credit, Credit Cards, etc.)**

Name of Issuer	Account Number	Credit Limit	Amount Owed	Credit Available
		$	$	$
			Total *(Enter also on Line 25-C.)*	$

☐ *If additional lines are needed, check this box and attach additional pages, noting line number and description.

Section II – Assets as of ____-____-____ (*continued*)
MM DD YY

16. Real Property *(Including Investment Property, Unimproved Land, etc.)**

Description	Address	Current Market Value	Amount Owed	Equity in Property
		$	$	$
			Total *(Enter also on Line 25-D.)*	**$**

17. Vehicles *(Excluding Leased Vehicles)**

Description	Make	Model	Year	Tag Number	Current Market Value	Amount Owed	Equity in Vehicle
					$	$	$
						Total *(Enter also on Line 25-E.)*	**$**

18. Accounts Receivable*

Name	Date Due	Status	Amount Due
			$
		Total *(Enter also on Line 25-F.)*	**$**

19. Loans from Business to Proprietor, Partners, Officers, Shareholders, or Others*

Name	Relationship	Payoff Date	Status	Amount Due
				$
			Total *(Enter also on Line 25-G.)*	**$**

20. Machinery and Equipment *(Including Furniture, Fixtures, Business Machines, etc.)**

Description	Current Market Value	Amount Owed	Equity in Machinery and Equipment
	$	$	$
		Total *(Enter also on Line 25-H.)*	**$**

21. Merchandise Inventory *(Goods Held for Sale and/or Raw Materials Used in Manufacture, Fabrication, or Production)**

Description	Current Market Value	Amount Owed	Equity in Merchandise
		Total *(Enter also on Line 25-I.)*	**$**

☐ *If additional lines are needed, check this box and attach additional pages, noting line number and description.

Section II – Assets as of _____-_____-_____ (*continued*)
MM DD YY

22. Securities *(Stocks, Bonds, Mutual Funds, Government Securities, Money Market Funds, etc.)**

Type	Issuer	Quantity or Denomination	Current Value
			$
		Total *(Enter also on Line 25-J.)*	**$**

23. Other Assets*

	Current or Appraised Value		Current or Appraised Value
Notes Receivable	$	Patents or Copyrights	
Timber, Mineral, or Drilling Rights		Others:	
Collectibles, Antiques, or Artwork			
Judgments or Settlements Receivable			
		Total *(Enter also on Line 25-K.)*	**$**

Section III – Liabilities as of _____ - _____ - _____
MM DD YY

24. Liabilities (Do not include any mortgages or vehicle loans.)

	Total Amount Owed		Total Amount Owed
Accounts Payable	$	Past Due Federal Taxes	$
Notes Payable		Past Due State Taxes	
Vehicle Lease: Make_____ Year_____		Past Due Other Taxes	
Vehicle Lease: Make_____ Year		Equipment Leases	
Bank Revolving Credit		Other Liabilities:	
Judgments Payable			
		Total *(Enter also on Line 26.)*	**$**

Section IV – Net Worth Calculation

25. Assets *(from Section II, Lines 16 through 23)*	
A. Cash on Hand *(Section II, Line 13)*	$
B. Bank Accounts *(Section II, Line 14)*	
C. Bank Credit Available *(Section II, Line 15)*	
D. Real Property *(Section II, Line 16)*	
E. Vehicles *(Section II, Line 17)*	
F. Accounts Receivable *(Section II, Line 18)*	
G. Loans from Business to Proprietor, Partners, Officers, Shareholders, or Others *(Section II, Line 19)*	
H. Machinery and Equipment *(Section II, Line 20)*	
I. Merchandise Inventory *(Section II, Line 21)*	
J. Securities *(Section II, Line 22)*	
K. Other Assets *(Section II, Line 23)*	
Total Assets *(Add Lines 25A through 25K.)*	$
26. Liabilities *(Section III, Line 24)*	$
27. Net Worth *(Total Assets from Line 25 minus Total Liabilities from Line 26)*	$

☐ *If additional lines are needed, check this box and attach additional pages, noting line number and description.

Section V – Income and Expense Analysis

28. Business Income and Expenses for: *(Mark One.)* ☐ Fiscal Year Ending _____ **OR** ☐ Period _____ to _____.

Accounting Method: (Mark One.) ☐ Cash ☐ Accrual ☐ Other _____

Income	Amount	Expenses	Amount
Gross Receipts from Sales, Services, etc.	$	Materials Purchased	$
Gross Rental Income		Net Wages and Salaries	
Interest Income		Rent or Mortgage Expenses	
Dividends and Capital Gain Distribution		Installment and Lease Payments	
Royalty Income		Supplies and Office Expenses	
Commissions		Utilities	
Other Income *(Specify.)*		Transportation Expenses	
		Repairs and Maintenance	
		Insurance	
		Current Taxes	
		Bad Debts	
		Travel and Entertainment	
		Advertising	
		Other Expenses *(Specify.)*	
Total Income	**$**	**Total Expenses**	**$**
29. Net Income *(Subtract Total Expenses from Total Income.)*			$

Section VI – Other Information

30. Is this business currently in filing compliance with all Louisiana taxes?
☐ Yes ☐ No If "No", identify tax type(s) and period(s). _____

31. Has this business disposed of any assets or property by sale, transfer, exchange, gift, or in any other manner during the past 18 months?
☐ Yes ☐ No If "Yes", identify receiving party. _____

32. Is a foreclosure proceeding pending on any real estate, equipment or other property that this business owns or has an interest in?
☐ Yes ☐ No

33. Is another party holding any assets on behalf of this business?
☐ Yes ☐ No If "Yes", identify party. _____

34. Is this business a party to any lawsuit now pending?
☐ Yes ☐ No

35. Is this business currently under bankruptcy court jurisdiction?
☐ Yes ☐ No If "Yes", Print Bankruptcy Case Number. _____

I/we have examined this Statement of Financial Condition for Businesses and hereby affirm that to the best of my/our knowledge and belief it is true, correct, and complete. If the business is a corporation, an officer or board member of the corporation must sign; if a partnership or LLC, a partner must sign.

Applicant Name Printed* _____ Title _____ Date _____

Applicant Signature* _____ Date _____

Power of Attorney Signature _____ Date _____

(Attach Power of Attorney – Form R-7006)

LOUISIANA
DEPARTMENT *of* REVENUE

Document Checklist for Offer in Compromise Based on Serious Doubt as to Collectibility

Consideration for an *Offer in Compromise* based on serious doubt as to collectibility will require an in-depth financial analysis. To expedite this process, it is necessary that the following information and documents be provided along with the initial application.

- ☐ Copies of federal income tax returns for the two most current years.
- ☐ Copies of bank statements for all checking and savings accounts, personal and/or business, for the most current six months.
- ☐ Copies of current statements showing the value of all retirement accounts, pensions, and profit-sharing plans for the most current six months.
- ☐ A list of all stocks, bonds, and/or other securities owned, along with the current market value of each.
- ☐ A statement from the insurance company for each life insurance policy showing the current cash loan value, accumulated dividends and interest, dates and amounts of policy loans.
- ☐ A list of all real estate owned, wholly or in part, with appraisals, if available, and a statement of payoff on each mortgage.
- ☐ A statement from lending institutions and other creditors that clearly indicates current balances owed and payment schedule on all notes payable and/or revolving accounts.
- ☐ A complete inventory of asset-bearing items contained in all safe deposit boxes, including fair market value of each item, copies of documents, etc.
- ☐ Copies of any judgments or legal decrees, excluding bankruptcy, for the past six years.
- ☐ A list of all business equipment, office furniture, and other business assets, including the current fair market value of each.
- ☐ A list of all accounts receivable (business), showing the payor, amount due, age, and status of each account.
- ☐ If personal liability applies, then proof of employment, income, commissions, fees, pensions, etc., must be provided for both **applicant** and **spouse**. Even though the spouse may not be liable, this is needed for equitable distribution of cost-of-living expenses.
- ☐ Denials of loan requests by two or more financial institutions.
- ☐ Down payment of at least 20 percent of the offer.
- ☐ Copy of your Federal Offer in Compromise application, if applicable.
- ☐ **Application Fee of $186.**

I have reviewed and attached a copy of all necessary documents. I have checked each item that is applicable.

Name	Daytime Telephone Number ( )

R-7006 (1/11)

LOUISIANA
DEPARTMENT *of* REVENUE

Power of Attorney and Declaration of Representative

PART I. POWER OF ATTORNEY

Taxpayer(s) must sign and date this form on page 2. **PLEASE TYPE OR PRINT.**

Your Name or Name of Entity	Spouse's Name, if a joint return *(or corporate officer, partner or fiduciary, if a business)*		
Street Address	City	State	ZIP
Social Security/Louisiana or Federal ID Number	Spouse's Social Security Number *(if a joint return)*		

I/we appoint the following representative as my/our true and lawful agent and attorney-in-fact to represent me/us before the Louisiana Department of Revenue. The representative is authorized to receive and inspect confidential information concerning my/our tax matters, and to perform any and all acts that I/we can perform with respect to my/our tax matters, unless noted below. Modes of communication for requesting and receiving information may include telephone, e-mail, or fax. The authority does not include the power to receive refund checks, the power to substitute another representative, the power to add additional representatives, or the power to execute a request for disclosure of tax returns or return information to a third party.

Representative must sign and date this form on page 2, Part II.

Name		
Firm		
Street Address		
City	State	ZIP
Telephone Number ( )		
Fax number ( )		
E-mail Address		

Acts Authorized. Mark only the boxes that apply. By marking the boxes, you authorize the representative to perform any and all acts on your behalf, including the authority to sign tax returns, with respect only to the indicated tax matters:

Tax Type	Year(s) or Period(s)	Tax Type	Year(s) or Period(s)
☐ Individual income tax	_____	☐ Sales and use tax	_____
☐ Corporate income/franchise tax	_____	☐ Withholding tax	_____
☐ Special Fuels tax	_____	☐ Gasoline tax	_____
☐ Tobacco tax	_____	☐ Other *(Please specify.)*	_____

DELETIONS. Mark or list any specific deletions to the acts otherwise authorized in this power of attorney.

☐ Sign the return(s) for the above tax matters.

☐ Execute an agreement to suspend prescription of tax.

☐ File a protest to a proposed assessment.

☐ Execute offers in compromise or settlements of tax liability.

☐ Represent the taxpayer before the department in any proceeding, including protest hearings.

☐ Obtain a private letter ruling on behalf of the taxpayer.

☐ Other prohibited acts. *(List prohibited acts.)* _____

NOTICES AND COMMUNICATIONS. Original notices and other written communications will be sent only to you, the taxpayer. Your representative may request and receive information by telephone, e-mail or fax. Upon request, the representative may be provided with a copy of a notice or communication sent to you. If you want the representative to request and receive a copy of notices and communications sent to you, **check this box.** ☐

REVOCATION OF PRIOR POWER(S) OF ATTORNEY. Except for *Power(s) of Attorney and Declaration of Representative(s)* filed on Form R-7006 (1/11), the filing of this Power of Attorney automatically revokes all earlier Power(s) of Attorney on file with the Louisiana Department of Revenue for the same tax matters and years or periods covered by this document.

Signature of Taxpayer(s). If a tax matter concerns a joint return, both husband and wife must sign if joint representation is requested. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

IF THIS POWER OF ATTORNEY IS NOT SIGNED AND DATED, IT WILL BE RETURNED.

Taxpayer signature _____ Date *(mm/dd/yyyy)* _____

Spouse signature _____ Date *(mm/dd/yyyy)* _____

Signature of duly authorized representative, if the taxpayer is a corporation, partnership, executor or administrator _____ Title _____ Date *(mm/dd/yyyy)* _____

Part II. DECLARATION OF REPRESENTATIVE

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service.
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matters specified there; and
- I am one of the following: *(insert applicable letter in table below)*

a. Attorney—a member in good standing of the highest court of the jurisdiction shown below.

b. Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.

c. Enrolled Agent—a person enrolled to practice before the Internal Revenue Service.

d. Officer—a bona fide officer of the taxpayer organization.

e. Employee—an employee of the taxpayer.

f. Family Member—a member of the taxpayer's immediate family *(state the relationship, i.e., spouse, parent, child, brother, or sister)*.

_____

_____

g. Other *(state the relationship, i.e., bookkeeper or friend)* _____

h. Former Louisiana Department of Revenue Employee. As a representative, I cannot accept representation in a matter with which I had direct involvement while I was a public employee.

IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED.

Designation-Insert Above Letter (a-h)	State Issuing License	State License Number	Signature	Date *(mm/dd/yyyy)*