



**ARIZONA STATUTORY AGENT OR KNOWN PLACE OF BUSINESS
SERVICE AGREEMENT**



Use this Agreement to hire KEYTLaw, L.L.C. (the "Firm") to provide one or both of the following services:

- A. Be the Arizona **statutory agent** (called a resident agent in some states) for an entity (the "Company") that needs an Arizona statutory agent for a fee of \$99/year payable in advance,
- B. Be the Arizona **statutory agent** for a landlord with rental real estate in Arizona for a fee of \$99/year payable in advance, and/or
- C. Use the offices of the Firm as **the Company's known place of business in Arizona** for a fee of \$100/year payable in advance.

This Agreement states exactly what services the Firm will provide with respect to the requested service and how much the Firm will charge. You may type information directly into the blank spaces on this Agreement or print the Agreement and complete it with a pen. On receiving your signed Agreement and payment, the Firm will sign the Agreement and mail or email a copy of it to you. For information about the Firm, see www.keytlaw.com. If you have questions about this Agreement, call 602-906-4953 ext. 106.

STATUTORY AGENT SERVICE

1. **Statutory Agent Service.** Complete this form and pay \$99 to hire KEYTLaw, LLC, to be the Arizona statutory agent for an entity or for a landlord who does not reside in Arizona. From the date the Firm accepts the Company's appointment as statutory agent, the Firm will act as the Arizona statutory agent with the Arizona Corporation Commission (the "ACC"), Arizona Secretary of State and/or an Arizona County Assessor for one year on behalf of the person or entity listed in item A on page 4 ("You" or "Your"). The statutory agent fee is \$99 per year payable in advance. The fee to act as statutory agent is \$99 per year payable in advance. We may increase the annual fee from time to time before the beginning of a new one year period and You may change Your statutory agent if You do not want to pay our annual fee.

2. **Service of Process.** If legal papers are served on the Firm as Your statutory agent, we will do the following: (1) briefly review the documents and prepare a letter and mail it to You at Your Mailing Address (as defined below) notifying You that we were served and describing the documents, and (2) send You at Your Mailing Address the originals or copies of the documents we receive. The Firm will not take any legal action related to any document served on or received by the Firm as statutory agent unless You and the Firm first enter into a written agreement in which we agree to represent You. The Firm will not represent You or provide any services on Your behalf unless You and the Firm sign a written engagement agreement.

NAME AND ADDRESS OF YOUR STATUTORY AGENT

3. **Statutory Agent.** Whenever You must give the name and/or address of Your statutory agent for any purpose, it is:

KEYTLaw, L.L.C.
3001 East Camelback, Suite 130
Phoenix, Arizona 85016

4. **How to Change Your Statutory Agent:** You may appoint a new statutory agent at ANY TIME by completing the government agency's change of statutory agent form and filing it with the appropriate government agency. To change an existing statutory agent on file with the ACC, You must complete a Change of Statutory Agent form, have it signed by the new statutory agent and file the form with the ACC. The ACC's change of statutory agent form is here:

For LLCs: www.azcc.gov/divisions/corporations/filings/forms/l10006.pdf

For corporations: www.azcc.gov/divisions/corporations/filings/forms/ar0009.pdf

KNOWN PLACE OF BUSINESS SERVICE

5. **Known Place of Business Service.** Complete this form and pay \$100 to hire KEYTLaw, LLC, and use its address as the known place of business (registered office) in Arizona for the entity listed in item A on page 4 ("You" or "Your") for one year from the date the Firm agrees to allow You to use the Firm's office address as Your known place of business in Arizona. The known

place of business fee is \$100 per year payable in advance. We may increase the annual fee from time to time before the beginning of a new one year period and You must change Your known place of business if You do not want to pay our annual fee.

6. **Address to Use.** After the Firm agrees to allow You to use our address, You may notify the ACC that Your known place of business in Arizona is exactly as follows:

c/o KEYTLaw, L.L.C.
3001 East Camelback, Suite 130
Phoenix, Arizona 85016

You must use the address exactly as shown above or the Firm may not receive correspondence addressed to You. The only purpose for using the Firm's address is to comply with Arizona corporate and LLC law. Do not use the Firm's address for Your general correspondence or for any other reason. You must notify all parties with whom You deal to send correspondence to You at Your desired address. If the Firm receives any correspondence or deliveries for You, the Firm will forward the item(s) to You and You agree to pay the cost of mailing.

DOCUMENTS YOU NEED TO PREPARE & THE FIRM NEEDS TO SIGN

7. **What the Firm Must Sign.** When You deliver this Agreement to the Firm, You must also send the Firm the applicable Arizona government form for the Firm to sign. To be appointed Arizona statutory agent for a corporation or a limited liability company, the Firm must sign an ACC (ACC) form in which the Firm consents to be the statutory agent. You must obtain the appropriate ACC form, complete the form and deliver it to the Firm when You deliver this Agreement to the Firm. When we accept the position, we will sign the consent of statutory agent form and return it You for filing.

ONLINE FILLABLE ACC FORMS

8. **Use Our Online ACC Forms.** Our website has partially completed ACC forms that contain our statutory agent information and/or known place of business information inserted into the form. Click on the next link to access the page on our website that lists all of the forms. Select the form that is appropriate for You and complete it online. You may type information into the fields using your browser. Print the form, have it signed by an authorized signer and then email, fax or mail it to us at the address specified below.

[Click Here to Access KEYTLaw's Online Fill In the Blank ACC Forms](#)

MISCELLANEOUS TERMS & CONDITIONS

9. **Delivery of Correspondence.** The Firm will mail correspondence or documents addressed to You (collectively "Documents") to You at the address on file with the Firm ("Your Mailing Address") and to the attention of the person designated by You ("Your Addressee"). The Firm may send all Documents via regular USPS first class mail. The Firm is authorized to open and copy all Documents. The term "Your Mailing Address" initially means Your Mailing Address set forth in item D on page 4 of this Agreement or any replacement address of which You notify the Firm in writing as provided in this Agreement. The Firm is instructed not to mail to You any correspondence that is obvious junk mail or advertisements. The Firm will charge Company a \$35 handling fee plus postage for sending Documents.

10. **Delivery of Legal Documents.** The Firm will mail legal Documents served on the Firm as statutory agent for You to Your Addressee via Certified Mail, Return Receipt Requested at Your Mailing Address. In lieu of mailing legal Documents, the Firm may email digital copies of legal Documents served on the Firm to Your Addressee at Your Addressee's Email Address (defined as the email address set forth in item F on page 4 below or any replacement email address of which You give the Firm notice). Upon mailing or emailing the Documents to You as provided in this paragraph, the Firm's obligations with respect to the Documents and service of process will cease. You agree to pay for reasonable attorney time incurred to review and prepare a letter concerning the legal Documents served on the Firm and for the cost to mail the legal Documents to Your Addressee.

11. **Importance of Address Changes.** You agree to notify the Firm in writing of all address changes and keep the Firm informed at all times of Your current mailing address ("Mailing Address"), the name of Your Addressee and Your Addressee's Email Address. If You change Your Mailing Address, Your Addressee and Your Addressee's Email Address and do not notify the Firm of the change, the Firm will not be: (i) obligated to send any Documents to You until after You notify the Firm as provided below of the change and new address, and (ii) responsible for adverse consequences You may suffer arising from the Firm not mailing to You or notifying You of any Documents the Firm receives during any period of time that the Firm does not have Your correct Mailing Address.

12. **How to Change Your Address.** To change Your Mailing Address, Your Addressee or Your Addressee's Email Address, You must send a written letter to the Firm notifying the Firm of the change and the effective date of the change. All change notices must be sent to the Firm exactly as follows: (a) in an envelope addressed to Richard Keyt, KEYTLaw, LLC, 3001 East Camelback, Suite 130, Phoenix, Arizona 85016, and (b) mailed via United States Postal Service via Certified Mail, Return Receipt Requested. Changes will be effective ten days after the Firm receives the change of address notice delivered as required in the preceding sentence. If You change Your Mailing Address and do not properly notify the Firm of the change, the Firm may resign as Your statutory agent and/or cease being Your known place of business in Arizona at any time without notice to You.

13. **Renewal & Termination.** This Agreement renews automatically at the end of the initial term and continues on a year to year basis thereafter. Either party may cancel this agreement and terminate the statutory agent service and/or the known place of business service at any time by giving the other party written notice of cancellation at least ten days before the effective date of the cancellation. If You cease using our known place of business service and/or terminate the Firm as Your statutory agent, You will not be entitled to a refund of any fees. If the Firm terminates this Agreement without cause, the Firm will refund to You a prorated amount of any fees paid that are attributable to the remaining term of this Agreement. If the Firm resigns as Your statutory agent by filing a resignation of statutory agent with the ACC or notifies the ACC that Your known place of business is no longer the Firm's address, this Agreement will terminate as of the effective date of the filed resignation or notice with the ACC unless it terminated earlier.

14. **Release.** You release the Firm from any and all liability it or any of it's owners, officers, managers, employees or agents may have in the future arising from any adverse consequences resulting from You or Your Addressee not receiving Documents served on or received by the Firm because You fail to notify the Firm properly or timely of a change of Your Mailing Address, Your Addressee or Your Email. An example of an adverse is a default judgment issued by a court against You for failing to answer a lawsuit summons and complaint served on the Firm as Your statutory agent.

15. **Invoices.** You agree to pay within ten days of receiving the Firm's invoice for services and expenses. If You do not pay any amount due the Firm within thirty days of billing, the Firm may terminate this Agreement, charge interest on any unpaid amounts at the rate of one and one half percent per month and/or cease all further services hereunder. The entire amount You pay KEYTLaw, LLC, for fees and costs is nonrefundable, but You may nevertheless discharge KEYTLaw, LLC, and Richard Keyt at any time and in that event You may be entitled to a refund of all or part of the fee based upon the value of the representation. If You fail to pay any amount due the Firm within ten days of the date of an invoice, the Firm is not obligated to provide any statutory agent services or other services under this Agreement during any period that amounts are owed the Firm.

16. **Future Fees.** The Firm may increase the annual statutory agent and/or the known place of business fee after the expiration of the initial term, but we must give You at least ten days prior written notice of any proposed increase. If You are not willing to pay the new annual fee, You may cancel the service and send us a cancellation notice. If You are an LLC and the Firm moves to a new address, we may charge You \$5 to prepare and file a change of address notice with the ACC.

17. **Choice of Law.** The sole place of venue for any dispute arising from this Agreement will be a court in Maricopa County, Arizona without regard to conflicts of laws principles. The parties waive their right to object to venue. This Agreement is governed by Arizona law, without regard to conflicts of laws principles.

18. **Disclaimer.** We are not acting as Your attorney in advising You with respect to this Agreement because we would have a conflict of interest in doing so. If You have questions about this Agreement, we recommend that You consult with other legal counsel. The Firm will not provide any legal services to You unless the Firm and You enter into a written engagement letter and You pays the Firm any required advance payment. The Firm reserves the right to decline to provide either or both requested services listed above, in which case the Firm will notify you and return any funds paid to the Firm.

SELECT YOUR DESIRED SERVICES & GUARANTEED FIXED FEE

19. Click your mouse on boxes below to select services & associated fees.

\$ 99 **Statutory Agent Service**

\$100 **Know Place of Business Service:** Use KEYTLaw's address as Your know place of business in Arizona.

\$100 **One Business Day Super Expedited Service** to sign & email Your ACC document to you (normally 7 - 10 days)

\$ 50 **Three Business Day Expedited Service** to sign & email Your ACC document to you (normally 7 - 10 days)

\$_____ Total amount to be paid to KEYTLaw, LLC now.

