



**ARIZONA NFA GUN TRUST PREPARATION AGREEMENT  
GUN TRUSTS PREPARED BY A GUN TRUST LAWYER®**



Complete this agreement to hire Arizona Gun Trust lawyer® Richard Keyt of the KEYTLaw, L.L.C. law firm (the “Firm”) and Florida Gun Trust lawyer® David Goldman of the Apple Law Firm, PLLC, to prepare an NFA Gun Trust for an Arizona resident for \$600. Paragraph 3 on this page states exactly what the Firm will do. Arizona Wills, Trusts and estate planning attorney Richard Keyt, a former partner in one of the largest law firms in Arizona, has practiced law in Arizona since 1980. After law school Rick obtained a masters degree (LL.M.) in federal income tax law from New York University School of Law.

For information about the Firm see [www.keytlaw.com](http://www.keytlaw.com) and Rick’s [biography](#). For information about the Apple Law Firm see [www.jacksonvillelawyer.pro](http://www.jacksonvillelawyer.pro) and David’s [biography](#). For in depth articles and information about Arizona Gun Trusts go to Richard Keyt’s [Arizona Gun Trust website](#). For information and articles about Gun Trusts generally go to David Goldman’s [Gun Trust Lawyer Blog](#). If you have questions about an Arizona Gun Trust or this Agreement call Richard Keyt at 602-424-4152 or David Goldman at (877) 7GUN - LAW. We do not charge for questions about preparing Arizona Gun Trusts.

**Complete Arizona Gun Trust Preparation Services:** The Firm and the Apple Law Firm will perform the following legal services for a guaranteed amount of \$600:

1. **Unlimited phone calls** to Gun Trust lawyers® Richard Keyt or David Goldman to answer questions about preparing your Arizona Gun Trust.
2. Prepare and send to you via email in Adobe pdf format a custom drafted **NFA Gun Trust Agreement** that complies with Arizona’s trust and gun laws.
3. Prepare and send to you via email in Adobe pdf format a **Certification of Trust**. This is a short, abbreviated document that can be used to give to third parties to prove the existence of your Gun Trust. It is signed before a notary by a trustee of the Gun Trust who states in the document the name of the trust, the date it was created, the name(s) of the trustee(s) and the powers held by the trustee(s) under the trust agreement. When a third party such as a bank asks for a copy of your trust you give the third party this document rather than your actual trust agreement, which is a confidential document.
4. **Assignment of NFA Firearms to Trust**. This is the document by which the owner of an NFA firearm transfers ownership of the weapon to the trustee(s) of the NFA Gun Trust.
5. Prepare and send to you via email in Adobe pdf format David Goldman’s comprehensive **NFA Gun Trust Instructional Memorandum** that explains how to purchase, transfer, use, share, transport, store the firearms as well as how to use the Gun Trust based on questions and feedback David has gotten from thousands of his Gun Trust clients.
6. **Provide Digital Document Storage of Your Arizona Gun Trust Documents**. After the trustmaker and trustee(s) sign the Gun Trust Agreement and the Certification of Trust and you send the entire signed documents to Richard Keyt and David Goldman, we will scan your documents and keep them in our digital document management system in case you lose your original documents and all copies.

We require payment in advance before we provide any services. Unless there are unforeseen costs (for example you want us to send documents to you via FedEx) or developments or you hire us for additional services (at our current hourly rates), the amount you agree to pay in this Agreement will be the only amount you pay us for our Gun Trust services. We will send itemized invoices. You agree to pay any unpaid amount within ten days after we mail the invoice. If you do not pay an invoice within thirty days, we may charge interest on unpaid amounts at the rate of 1.5% per month, and we may terminate our services and/or withdraw from further representation of the company. 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. The person who pays our fees and costs by credit card confirms that the company that issued the credit card allows charges for future services, costs and expenses.

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. You authorize the Firm and the Apple Law Firm to split all fees payable under this Agreement. Although we intend to maintain in digital format all signed documents you send to us, we do not guaranty that we will be able maintain your documents forever. You agree that we are not responsible for any harm you may suffer arising from our failure to maintain and deliver to you any documents you deliver to us for digital storage.

### EXPLANATION OF A TRUST

A **Trust** is a legal entity created by one or more people (called “**Trust Maker**,” “**Trustor**” or “**Settlor**” – these terms have the same meaning) through which a person, persons, entity or entities (called a “**Trustee**”) has the legal obligation to manage the assets owned by the Trust for the benefit of a person, persons, an entity or entities (called a “**Beneficiary**”).

A “**Living Trust**” is a Trust created by a Trust Maker while he or she is alive. A “**Testamentary Trust**” is a Trust created in a Last Will & Testament that is created after the Trust Maker dies. Living Trusts are revocable or irrevocable. A revocable Trust is a Trust that the Trust Maker can modify or terminate after the Trust is created. An irrevocable Trust is a Trust that cannot be modified or terminated by anybody other than a court after it is created. Our NFA Gun Trusts are living Trusts that are revocable until a Trust Maker dies or becomes incapacitated at which time the Gun Trust becomes irrevocable.

A Trust is evidenced by a written Trust Agreement signed by the Trust Makers and the Trustees. The Trustees have the legal obligation to comply with the terms and conditions of the Trust Agreement. A Trustee who fails to comply with the Trust Agreement can be sued by and can be liable to the Beneficiaries for damages they suffer from the Trustee’s breach of the Trust Agreement.

An NFA Gun Trust is a special type of Trust. The NFA Gun Trust is a Trust that has the sole purpose of holding and owning NFA Title II firearms. It should not own any other types of assets except perhaps Title I firearms.

### INFORMATION ABOUT THE GUN TRUST, TRUSTEES & BENEFICIARIES You Must Read the Following Explanatory Text before Completing this Form

In Part 1 below, you must list all Trust Makers, Trustees and Beneficiaries of the Gun Trust. Before you complete this Agreement, you must understand these three terms and decide who will be the Trust Makers, Trustees and Beneficiaries of your Gun Trust. These terms have the following meaning:

**Trust Maker (aka Trustor or Settlor):** The Trust Maker is a person who creates the Gun Trust. There can be more than one Trust Maker, but you must name a minimum of one Trust Maker. Trust Makers have the legal right to terminate or amend the Gun Trust, including the right to add or remove Trustees and Beneficiaries. Think of the Trust Maker as the person who has the ultimate control of the Gun Trust. If you want to be the only person who has the ultimate control then you should be the only Trust Maker.

**Trustee:** A Trustee is a person named in the Gun Trust Agreement that has possession, control and legal ownership of the firearms held in trust for the benefit of the Beneficiaries. The Gun Trust must have a minimum of one Trustee and it may have multiple Trustees. All trustees must sign the Gun Trust and will have the legal obligation to comply with the terms and conditions of the Gun Trust Agreement. Trustees owe fiduciary duties to the Beneficiaries and can be sued by a Beneficiary for breach of a fiduciary duty or breach of the Gun Trust Agreement. **Important Note:** Insert the names below of every person who you want to be able to possess, transport and use a Title II firearm. If you want to possess, transport and use the firearms do not forget to name yourself.

**Initial Trustee(s):** When the Gun Trust is created, at least one Trustee must be named in the Trust Agreement. The Gun Trust can have multiple Trustees from day one. The Trustee(s) named in the Trust Agreement to be the first Trustee(s) are called “Initial Trustee(s).”

**Successor Trustee(s):** The NFA Gun Trust Agreement should name one or more successor Trustee(s). A successor Trustee is a person who will become a Trustee on the occurrence of an event such as the resignation, death or incapacity of the last initial Trustee or an earlier successor Trustee. The Gun Trust should name at least one successor Trustee. Multiple successor Trustees are recommended. We recommend the Gun Trust have at least a first and a second alternate successor Trustee.

**Beneficiary:** A beneficiary is a person for whose benefit the Trustee(s) hold the firearms in trust. The Gun Trust must have at least one current beneficiary and one future beneficiary. The Gun Trust can and should have multiple beneficiaries. There are two types of Beneficiaries: current and future. A **current Beneficiary** is a person or persons who are beneficiaries NOW, not later. A **future Beneficiary** is a Beneficiary who will not become a Beneficiary until the happening of an event in the future such as the death of all of the current Beneficiaries.

**Example 1:** Homer Simpson wants to purchase a silencer and have it owned by his NFA Gun Trust. Homer names himself as the only Trust Maker, Trustee and current Beneficiary of the Gun Trust. Homer's wife Marge is the successor Trustee and the future Beneficiary. Homer will be the only person who can legally possess, transport and use the Title II firearm while he is the sole Trustee. When Homer dies or if he becomes incapacitated, Marge will take over as Trustee and at that time she may possess, transport and use the Title II firearm.

**Example 2:** Homer Simpson wants to purchase a silencer and have it owned by his NFA Gun Trust. Homer names himself and his wife Marge as the two Trust Makers, co-Trustees and current Beneficiaries of the Gun Trust. Bart Simpson is the successor Trustee (but he must be at least 18 years old to inherit the firearms) and the future Beneficiary. Both Homer and Marge can legally possess, transport and use the Title II firearm while they are Trustees. If one spouse dies or becomes incapacitated, the other spouse may continue as the sole Trustee and sole current Beneficiary. When the surviving spouse dies and if Bart is over 17, Bart will take over as Trustee and current Beneficiary and at that time he may possess, transport and use the Title II firearm. The Simpsons name their neighbor Ned Flanders as the successor Trustee and future beneficiary if they were both to die when Bart is under age 18.

**Part 1: Trust Name & Names & Contact Information for All Trust Makers**  
**Complete for Every Person Who Will be Creator (Trust Maker)**

**We represent only the Trust Makers. We do not represent any Trustee or Beneficiary**

**Name of the Gun Trust:** \_\_\_\_\_

<b>No.</b>	<b>Name of Trust Maker</b>	<b>Address, Email &amp; Phone Number</b>	
1	This is our contact to whom we send the Trust	Mailing Address	Residence County
		Phone Number	Email Address
2	_____	Mailing Address	Residence County
		Phone Number	Email Address

**Part 2: Names of All Trustees & Beneficiaries of the Gun Trust**

Name	Initial Trustee	1 <sup>st</sup> Successor Trustee	2nd Successor Trustee	Current Beneficiary	Future Beneficiary
_____					
_____					
_____					
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_____					
_____					

**TRUST MAKER'S SIGNATURE**

Every Trust Maker must sign this Agreement.

\_\_\_\_\_  
Print 1<sup>st</sup> Trust Maker's Name

KEYTLaw, L.L.C., an Arizona limited liability company

\_\_\_\_\_  
Signature of 1<sup>st</sup> Trust Maker

By: \_\_\_\_\_  
Richard Keyt, Manager

\_\_\_\_\_  
Print 2nd Trust Maker's Name

\_\_\_\_\_  
Signature of 2nd Trust Maker

**HOW TO DELIVER THE SIGNED AGREEMENT TO KEYTLAW**

1. **Fax:** Fax this Agreement directly to the Firm at 602-297-6890. You do not need a cover sheet.
2. **Snail Mail:** Mail or deliver the Agreement in a sealed envelope addressed to Richard Keyt, KEYTLaw, LLC, 3001 East Camelback Road, Suite 130, Phoenix, Arizona 85016.

**HOW TO PAY**

1. **Online Preferred Method:** [Click on this link to go to our secure online store](http://www.keytlaw.com/pay-for-gun-trust) and pay by Visa, MasterCard, American Express or Discover credit card. The URL to our store is [www.keytlaw.com/pay-for-gun-trust](http://www.keytlaw.com/pay-for-gun-trust).
2. **Snail Mail:** Mail or deliver your check payable to: **KEYTLaw, LLC** to Richard Keyt, KEYTLaw, LLC, 3001 East Camelback Road, Suite 130, Phoenix, Arizona 85016.
3. **Phone:** To give your credit card information over the phone to KEYTLaw legal assistant Milena call her at 602-424-4159.