



**ARIZONA LIMITED LIABILITY PARTNERSHIP FORMATION AGREEMENT**  
**3,800+ ARIZONA ENTITIES FORMED SINCE 2001**



Complete this agreement to hire Arizona business and real estate law attorneys Richard Keyt, JD, LL.M and his son Richard C. Keyt, JD, CPA of KEYTLaw, L.L.C. (the "Firm") to form an Arizona limited liability partnership (LLP) for \$774. The fee includes an IRS Employer ID number for the LLP. Richard Keyt, a former partner in one of the largest law firms in Arizona, has practiced law and been forming entities in Arizona since 1980. In addition to a law degree, he has 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 the biographies of [Richard Keyt](#) and [Richard C. Keyt](#). If you have questions about LLPs or this Agreement or if you have any questions during the formation process, call Richard C. Keyt, J.D., CPA at 602-906-4953, ext. 3 (no charge for questions about forming Arizona LLPs).

**Our Complete Limited Liability Partnership (LLP) Formation Services:** The Firm will perform the following legal services for a guaranteed amount of \$774: (1) unlimited telephone calls with Arizona LLP attorneys Richard C Keyt and Richard Keyt about forming the LLP, (2) name selection advice, (3) prepare a custom drafted Limited Liability Partnership Agreement, (4) prepare a Certificate of Limited Partnership and Qualification to be a Limited Liability Partnership (the "Certificate"), (5) file the Certificate with the Arizona Secretary of State (SoS), (6) email you a copy of the submitted Certificate with the SoS' "received" stamp, (7) email you the Certificate stamped with the SoS' "filed" stamp, (8) obtain an Employer Identification number for the LLP from the IRS (a partner must complete and sign IRS form SS-4 (go to: [www.keytlaw.com/lp/ss-4.pdf](http://www.keytlaw.com/lp/ss-4.pdf)) and fax or email the SS-4 to us), (9) publish the Certificate in a newspaper in the appropriate county, (10) obtain an Affidavit of Publication and file it with the SoS before the deadline, (11) email you our LLP Operations Manual that explains how to operate your LLP, and (12) act as the LLP's statutory agent for its first year of existence. The \$774 includes **all formation costs** (\$16 SoS filing fee and \$40 newspaper publication fee for LLPs with a chief executive office in Maricopa County). If your LLP's chief executive office is not in Maricopa County, we will bill you for the publication costs that exceed \$40. The fee, however, does not include any substantive modifications to the limited liability partnership agreement. We charge \$295/hour for attorney time to modify the limited liability partnership agreement.

The LLP must have a statutory agent (aka resident agent) with a physical address in Arizona. The purpose of the statutory agent is to give the public notice of a person or entity who can be served legal papers on behalf of the LLP. We act as the LLP's statutory agent at no additional fee for the LLP's first year, but thereafter we charge \$99/year payable in advance to continue to be the LLP's statutory agent. If the LLP does not pay its annual statutory agent fee within sixty days of the date of our invoice, we may resign as the LLP's statutory agent, in which case the LLP must appoint another statutory agent within thirty days of our resignation or the SoS may terminate the LLPs' existence.

**Important Note:** All AZ LLPs must file an annual report with the SoS every calendar year between January 1st and April 30th. If your LLP fails to file this report within sixty days of the SoS's delinquent annual report notice, the SoS will revoke the LLP's status as an Arizona LLP and cause the LLP to become an AZ general partnership and all partners will then have unlimited liability for the debts of the partnership. If the SoS revokes the LLP's status as an LLP, it has within two years after the effective date of the revocation to file the annual report and correct any problems in which case the revocation will be rescinded and the legal consequences will be as if the LLP's status was never revoked. It is the responsibility of the LLP, not Richard Keyt or KEYTLaw, LLC, to file the LLP's annual report every year not later than April 30<sup>th</sup>.

We are not advising you with respect to and we are not responsible for selecting a name that does not infringe on a trademark or service mark. Before you select a name for your LP, check the [Name Availability Database](#) to determine if your prospective LLP name is available in Arizona. The SoS will accept a proposed LLP name unless it is identical to the name of an existing Arizona entity or Arizona registered tradename.

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 out of the U.S.) or developments or you hire us for additional services unrelated to forming your company (at our current hourly rates), the amount you agree to pay in this Agreement will be the only amount you pay us for forming your LLP. 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. After three years, we may destroy all documents we collect during the time we provide services.

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. In forming the LLP we will represent only the LLP rather than the interests of any partner even if we are paid by a party other than the LLP. If you or any person or entity affiliated with the LLP have questions about this Agreement, we recommend that each concerned person consult with other legal counsel. You are hiring the Firm only to form your Arizona LLP, not to advise the LLP or its partners or managers with respect to U.S. or Arizona income taxes or securities laws, U.S. estate taxes or any Canadian taxes. We recommend that the partners consult with an experienced tax advisor for advice on all tax laws that might affect the LLP and its partners and consult with an experienced attorney to for advice on federal and state securities laws.

We are real estate law, contracts law and business law attorneys. For legal services not covered by this Agreement we will charge the Company the hourly rates of our attorneys and legal assistants who provide the services unless the Company and the Firm enter into a written agreement to provide legal services at a fixed price. Hourly rates of Firm personnel are: Richard Keyt, J.D. (\$395), Charles Runyan, J.D. (\$295 except for patent work which is \$395), Jeana Morrissey, J.D. (\$295), Richard C. Keyt, J.D., CPA (\$225), Norman Keyt, J.D. (\$395), Milena Capezzutto (\$195) and Gia Goodman (\$195).

### SELECT YOUR DESIRED SERVICES & GUARANTEED FIXED FEE

Click your mouse on the boxes below to select your services & associated fees. Fill in the blanks by typing the information in blank spaces. Push the **TAB** key to move to the next field and the **SHIFT + TAB** key to move backwards.

**\$774 Complete LLP Formation Service:** We provide all of the services and items listed on page 1, paragraph 3.

**\$100 KEYTLaw Address Service (optional):** Arizona law requires that the LLP have an office in Arizona that is a physical street address. This is an annual fee. Do not tell the IRS or anybody to send correspondence to our address. Tell people to send correspondence to the address where you want the LLP to receive its mail. If we receive correspondence for the LLP, we will charge the LLP our actual postage plus a \$35 handling fee to compensate us for our time to mail the correspondence to the LLP.

**\$197 LLP Annual Report Service (optional):** Select this option to subscribe to our LLP annual report service for the report due January 1 of next year. We will prepare the LLP's annual report, send it as an attachment to an email in January to the LLP's contact person, and send bimonthly email reminders to the LLP's contact person January through June until we know the annual report has been filed. We do not guaranty that the annual report will be filed timely. The LLP remains responsible for filing the annual report. We only provide a reminder / help service. This is an annual fee payable in advance. If the LLP does not pay the fee on or before December 31 of any year, we may terminate this service without notice and not provide any services for the next calendar year. We are not responsible for tracking the email address of any contact who fails to notify us of a change in his or her email address by sending a certified mail, return receipt letter addressed to Richard Keyt, 3001 E. Camelback Road, Suite 130, Phoenix, AZ 85016 or any new address in the event we move.

**\$150 Three Business Day Expedited Service** to prepare the documents (normally 7 - 10 days)

\$\_\_\_\_\_ Total amount to be paid to KEYTLaw, LLC.

**PARTNERS INFORMATION**

**Completion Instructions**

**Complete Parts 1, 2 and 3 for all partners.** If any partner is a corporation or limited partnership, also complete Part 4 only for that entity. If any partner is a trust, complete Part 5 only for the trust. Make sure that the information in Parts 2 - 5 on each line corresponds to the appropriate partner's number that you enter for the partner in Part 1. Partner 1 in Part 1 is partner 1 in all other parts of this agreement. **It is best to enter all information for one partner at a time so you make sure to put the partner's information on the same line of each part.**

**Part 1: Names of All Partners**

No.	Name of Partner
1	_____
2	_____
3	_____
4	_____
5	_____
6	_____

**Part 2: Partner Contact Information**  
**Insert Address for Our Records Even if You Purchase Our Address Service**

No.	Partner's Address	Telephone	Email
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____

**Part 3: Partnership Percentages & Capital Contributions**  
**Indicate Ownership % of Each Partner & Amount & Due Date of Payments of Money to the LLP**

**Note:** Partners are not required to contribute money or property to an Arizona LLP. If you want a partner to be legally obligated to contribute money or property to the LLP, the partner must sign a written document by which the partner agrees to contribute money or property. If you indicate below that a partner is to contribute money, show the amounts and due dates and we will insert that information into the Partnership Agreement, which if signed by the partner, will create the legal obligation for the partner to contribute the money.

No.	Percentage Owned	Initial Capital Contribution	Pay on or Before	Future Capital Contribution	Pay on or Before
1	_____ %	\$ _____	_____	\$ _____	_____
2	_____ %	\$ _____	_____	\$ _____	_____
3	_____ %	\$ _____	_____	\$ _____	_____
4	_____ %	\$ _____	_____	\$ _____	_____
5	_____ %	\$ _____	_____	\$ _____	_____
6	_____ %	\$ _____	_____	\$ _____	_____

**Important Note:** The partners total percentage interests must be 100%.

**If the LLP Does Not Have a Partner that is an Entity or a Trust, Skip to Page 5**  
**Part 4: For Partners that are Entities (Skip this part if all partners are people)**

No.	Type of Entity	Formation State/Country	Who Signs for the Entity	Signer's Title
1	Corp LLC	_____	_____	_____
2	Corp LLC	_____	_____	_____
3	Corp LLC	_____	_____	_____
4	Corp LLC	_____	_____	_____
5	Corp LLC	_____	_____	_____
6	Corp LLC	_____	_____	_____

**Part 5: For Partners that are Trusts (Skip this part if all partners are people)**

No.	Name of Trust	Formation State/Country	Names of Trustee	Date of Trust
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____

**LIMITED LIABILITY PARTNERSHIP INFORMATION**

1. **LLP Name:** \_\_\_\_\_, LLP

2. **Business:** \_\_\_\_\_  
(for KEYTLaw's information only – not disclosed to the SoS)

3. **LLP's executive office:** \_\_\_\_\_  
Street address                      City,    State    Zip Code                      Country  
**If the LLP does not have an office in Arizona, give the address for its office outside Arizona.**  
Use KEYTLaw's address for \$100 a year. The address will be c/o KEYTLaw, LLC, 3001 East Camelback, Suite 130, Phoenix, Arizona 85016. Use our address solely to satisfy the Arizona law that requires an LLP to have an address in Arizona. Do not tell the IRS or your customers or others to send correspondence to our address. Tell them to send correspondence directly to the LLP at its desired address in Canada or elsewhere.

4. **Contact Person:** \_\_\_\_\_  
For KEYTLaw use only. We will send documents & correspondence to this person and contact him or her if we need more information & instructions with respect to the LLP.  
\_\_\_\_\_  
Contact's Primary Voice Phone                      Contact's Email Address  
\_\_\_\_\_  
Contact person's address if it is not set forth above.

5. **List all Managers:** \_\_\_\_\_  
Name every person or entity that will have management power. Nonpartners may be managers.

Insert in the text box below, any additional information about the limited liability partnership, the partners or its business in Arizona that you want KEYTLaw's real estate law, business law and contracts law attorneys to know.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE LLP**

The undersigned signs this agreement on behalf of the undersigned and the to be formed limited liability partnership named above.

\_\_\_\_\_  
Signature of Partner

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

\_\_\_\_\_  
Print Signer's Name

By: \_\_\_\_\_  
Richard Keyt, KEYTLaw, LLC, Attorney

## HOW TO DELIVER THIS AGREEMENT TO KEYTLAW

1. **Email:** Scan the completed and signed Agreement then save it as a file on your computer. Attach the file to an email message and send it to Richard C. Keyt at [rck@keytlaw.com](mailto:rck@keytlaw.com) with a copy to [gia@keytlaw.com](mailto:gia@keytlaw.com).
2. **Fax:** Fax this completed and signed Agreement directly to KEYTLaw attorney Richard C. Keyt at 602-297-6890. You do not need a cover sheet.
3. **Snail Mail:** Mail or deliver the Agreement in a sealed envelope addressed to Richard C. Keyt, 3001 East Camelback Road, Suite 130, Phoenix, Arizona 85016.

## CONFIRMATION FROM KEYTLAW ON RECEIVING THIS AGREEMENT & YOUR PAYMENT

When we receive this agreement and your payment, we will send you an email message confirming receipt. If we do not get either your agreement or your payment, we will notify you of that fact by another email. We usually send the confirmation email within a few hours if we receive it on a business day between 8 and 5 pm. If we receive your agreement and payment on a non-business day or after hours, we may not send a confirmation email until the next business day.

## HOW TO PAY

1. **Preferred Method:** [Click on this link to go to our secure online store](#) and pay by Visa, MasterCard, American Express or Discover.
2. Mail or deliver your check payable to: **KEYTLaw, LLC** to the address at the top of this page.
3. Complete our online pdf fillable Credit Card Authorization form and fax, mail or email it to us per one of the methods described above. The form is at [www.keytlaw.com/cca.pdf](http://www.keytlaw.com/cca.pdf).
4. Give your credit card information over the phone to KEYTLaw legal assistant Gia Goodman at 602-906-4953, ext. 7.