



ARIZONA LIMITED LIABILITY COMPANY DOCUMENT PREPARATION AGREEMENT
3,100+ ARIZONA LLCs FORMED SINCE 2001
ATTORNEY PREPARED, NOT DOCUMENT PREPARER PREPARED



Complete this agreement to hire Arizona LLC attorneys Richard Keyt and Abigail Neal of the KEYTLaw, L.L.C. law firm (the "Firm") to prepare one or more documents you select below for an existing Arizona limited liability company that does not have a member that is an IRA custodian or retirement plan. Richard ("Rick") Keyt, a former partner in one of the largest law firms in Arizona, has practiced law and been forming entities 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 and its two LLC attorneys, see www.keytlaw.com, Rick's [biography](#) and Abby's [biography](#). For in depth articles about Arizona LLCs, see our website called [Arizona LLC Law](#). If you have questions about LLCs or this Agreement or if you have any questions the document preparation process, call Rick Keyt at 602-906-4953, ext. 1 or Abby Neal at 602-906-4953, ext. 5. We do not charge for questions about preparing documents for your existing Arizona LLC. Instead of completing this form, you can call Rick Keyt or Abby Neal or KEYTLaw Girl and LLC legal assistant Katie at 602-906-4953, ext. 7 and give your information over the phone.

SELECT YOUR DESIRED SERVICES & GUARANTEED FIXED FEE

SAVE \$194 BY PURCHASING OUR 5 DOCUMENT BUNDLE

- \$449 **5 Item Bundle:** Check this box to purchase all of the following items: (1) custom Arizona LLC attorney drafted charging order enhanced Operating Agreement, (2) Arizona LLC Quick Start Guide, (3) Organizational Resolutions, (4) Membership Certificates, and (5) the Arizona LLC portfolio (our red book). The bundle price is a \$194 savings off the price you would pay if you purchased all five items separately and \$150 off the price we charge to form an Arizona LLC. If you have a multi-member Arizona LLC (other than a husband and wife owned LLC) Arizona LLC attorney Richard Keyt recommends that you also purchase his Buy Sell Agreement, a document that contains an exit strategy if the members ever need a company divorce.

PURCHASE INDIVIDUAL DOCUMENTS RATHER THAN PURCHASING THE BUNDLE

- \$350 **Operating Agreement:** This is Richard Keyt's state of the art 45 page [Operating Agreement](#) developed over 31 years as an Arizona business lawyer who has formed thousands of Arizona corporations, nonprofit corporations, limited partnerships, limited liability limited partnerships and limited liability companies.
- \$99 **Arizona LLC Quick Start Guide:** This is Richard Keyt's "everything you wanted to know about operating Arizona LLC's" 170 page book that is a must read for everybody that is a member of an Arizona LLC. The QSG will be customized for your LLC and it includes a sequence of events checklist in Chapter 3 of 29 tasks that should be performed in the first 75 days after the date the Articles of Organization was filed with the Arizona Corporation Commission. You also get the generic version of the QSG in Adobe pdf format. See the [Quick Start Guide's table of contents](#).
- \$97 **Organizational Resolutions:** This document is signed by all of the members and contains [Resolutions](#) authorizing the issuance of the membership interests, opening a bank account in a bank selected by the manager (if manager managed) or a member (if member managed), filing of an IRS form 2553 to cause the LLC to be taxed as an S corporation at the option of the manager (if manager managed) or a member (if member managed), election of the manager(s) if the LLC is manager managed and authorizing the LLC to be a signer on the Operating Agreement.
- \$47 **Membership Certificates:** We prepare a [Membership Certificate](#) for each member to evidence the fact the person or entity is a member of the LLC and owns X% of the LLC as of the date the membership interest was acquired.
- \$50 **Arizona LLC Portfolio:** This is our [red LLC book](#) with tabs behind which we put all of the items above that you purchase. The price includes the price to mail the portfolio inside the United States.

DOCUMENTS NOT CONTAINED IN THE BUNDLE

- \$500 **Buy-Sell Agreement:** Without this Agreement members of a multi-member LLC do not have an exit strategy & can't easily execute a company divorce. Arizona LLC law does not provide any way for members of an Arizona LLC to divorce other than by an expensive, stressful and time-consuming Superior Court lawsuit that seeks the judicial dissolution of the company. As Arizona LLC attorneys who have seen far too many nasty and expensive LLC member fights, we recommend that the members of every multi-member LLC (other than a husband and wife owned LLC) sign a Buy Sell Agreement. See "[A Multi-Member LLC's Most Important Document - Why Multi-Member LLCs Must Have a Buy-Sell Agreement.](#)" Buy now to save \$397 off the normal price. This special price is only available to LLCs that purchase our 5 item a la carte document bundle and LLCs that we form.
- \$220 **Amended & Restated Articles of Organization:** We will amend and restate (replace) your LLC's Arizona Corporation Commission barely adequate fill-in-the-blanks form Articles of Organization with Arizona LLC attorney Richard Keyt's custom drafted three page Articles of Organization that contains provisions that integrate with companion provisions in Richard Keyt's 45 page Operating Agreement. We will file this document with the Arizona Corporation Commission and pay the normal filing fee of \$25.
- \$75 **Employer ID Number:** We get a federal employer ID number for the Company. You must complete IRS form SS-4 found at www.keytlaw.com/azllc/ss-4.pdf, sign and date the SS-4 and fax or email it to us.
- \$100 **Three Business Day Expedited Document Preparation Service:** Our normal document preparation time is 10 – 14 days depending on our work load. If you need your documents sooner, purchase this expedited document preparation service.
- \$___ Total amount to be paid to KEYTLaw, LLC.

WHO WILL INHERIT THE INTEREST OF A MEMBER WHO DIES?

If you own an interest in an Arizona limited liability company in your name (rather than through a trust), you owe it to your family and loved ones to prepare now for your death. If you do not, then in addition to leaving them your Arizona LLC, you may also be leaving them an expensive, lengthy and public probate to legally transfer the company from your estate to your heir(s). Please plan now and save your loved ones the costs and headaches of a probate.

You must understand what will happen to your membership interest in your LLC you die so you cannot minimize the consequences of your death on your loved ones. For more on this important topic read Richard Keyt's article called "[Who Will Inherit Your Membership Interest in Your Arizona LLC When You Die?](#)"

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 LLC. 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 or any member or manager of the LLC with respect to this Agreement because we would have a conflict of interest in doing so. If the LLC has more than one member, we will represent only the LLC rather than the interests of any member even if we are paid by a party other than the LLC. If you or any person or entity affiliated with the company have questions about this Agreement, we recommend that each concerned person consult with other legal counsel. You are hiring the Firm only to provide the services listed above for an Arizona LLC, not to advise the LLC or its members or managers with respect to federal or state income or estate tax issues or securities law. The members and managers should consult with: (i) an experienced tax accountant as soon as possible for advice on federal and state income & estate tax issues affecting the LLC and its members, and (ii) an experienced securities law attorney to advise you on federal and state tax and securities laws if your LLC has or will have investors as members.

Completion Instructions

Complete Parts 1, 2 and 3 for all members. If any member is a corporation, LLC, or limited partnership, also complete Part 4 only for that entity. If any member 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 member's number that you enter for the member in Part 1. Member 1 in Part 1 is member 1 in all other Parts of this agreement. **It's best to enter all info for one member at a time so you make sure to put the member's info on the same line of each part.**

Part 1: Names of All Members & Members' Spouses

Complete for Each Member (Husband & Wife Owning as Separate Property Equals Two Members & Two Line Entries)

No.	Name of Member	Spouse's Name	CP/SP*
1	_____	Single _____	CP SP
2	_____	Single _____	CP SP
3	_____	Single _____	CP SP
4	_____	Single _____	CP SP
5	_____	Single _____	CP SP
6	_____	Single _____	CP SP

* **Arizona Community Property vs. Separate Property (Not Applicable to Singles, Trusts or Entities):** Arizona law contains a presumption that property acquired by a spouse while married is community property unless it is acquired by inheritance or as a gift. This means that if you are married and an Arizona resident, your ownership interest in the LLC will be community property unless you: (1) select the radio button above to indicate you are to own your interest as separate property, and (2) get your spouse to sign the Disclaimer of Membership Interest that we will prepare and send to you. **If a member is married, select the appropriate box to indicate how the married member will own his or her interest in the LLC: community property (CP) or separate property (SP).** Under Arizona law: (A) community property with right of survivorship means: (i) each spouse owns an undivided ½ interest in the spouses' total ownership interest in the LLC, (ii) **the interest of the first spouse to die passes to the surviving spouse without a probate**, and (iii) if they divorce, each is entitled to his or her ½ interest in the total amount owned by the couple, and (B) separate property means: (iv) the spouse who owns as separate property owns 100% of the membership interest, (v) the other spouse has no ownership rights in or to that interest, (vi) if they divorce, the owner spouse gets all of the interest and the other spouse gets none of the owner spouse's interest, and (vii) if the spouse who owns the membership interest dies, the interest goes as provided in the deceased spouse's Will or trust, but if the deceased spouse does not have a Will or a trust, the interest goes according to the laws of intestate succession of the state where the deceased spouse resided immediately before death and a probate may be required to transfer ownership to the lawful heirs. If you select the Separate Property option for a member, we will prepare a Disclaimer of Membership Interest for the non-member spouse to sign, which if signed will cause the membership interest of the owner spouse to be the solely owned separate property of the owner spouse.

Part 2: Member Contact Information

Insert Address for Our Records Even if You Purchase Our Address Service

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

Part 3: Membership Percentages & Capital Contributions
Indicate Ownership % of Each Member & Amount & Due Date of Payments of Money to the LLC

Note: Members are Not Required to Contribute Money or Property to an Arizona LLC. If you want a member to be legally obligated to contribute money or property to the LLC, the member must sign a written document by which the member agrees to contribute money or property. If you indicate below that a member is to contribute money, show the amounts and due dates and we will insert that information into the Operating Agreement, which if signed by the member, will create the legal obligation for the member to contribute the money. If you want a member to contribute specific property, send Richard Keyt an email message that states the member(s) who are to contribute the property, the due date of the contribution and a description of the property.

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

If the LLC Does Not Have a Member that is an Entity or a Trust, Skip to Page 5
Part 4: For Members that are Entities (Skip this part if all members are people)

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

Part 5: For Members that are Trusts (Skip this part if all members are people)

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

COMPANY INFORMATION

1. Company Name:	<hr/>		
2. Type of LLC:	nonprofessional (most LLCs)	professional (PLLC for doctors, realtors, lawyers, CPAs)	
3. Type of business:	<hr/> <p>(for KEYTLaw's information only)</p>		
4. LLC's place of business in Arizona:	<hr/>		
5. Contact Person:	Street address	City, State	Zip Code
6. How did you find us?	<hr/>		
7. If Manager Managed List all Managers:	<hr/>		
	<hr/> Contact's Primary Voice Phone		<hr/> Contact's Email Address

IN THE SPACE BELOW INSERT ANY ADDITIONAL INFORMATION YOU WANT US TO KNOW

CHOOSE ONE OF THE FOLLOWING THREE SIGNATURE OPTIONS:

1. **Digital Signature:** Sign this agreement using Adobe's free secure digital signature feature. To sign digitally, click on the line below that is just above the text that says: **Signature of Member or Manager** then follow the instructions.
2. **Old Fashioned Manual Signature:** Click on the print button below to print this agreement. Sign the agreement and then deliver it to the Firm using one of the methods described on the last page of this agreement.
3. **No Signature:** If you pay for your services by credit card, you do not have to actually sign this agreement. By paying for you're the services selected above, you agree to the terms and conditions contained in this agreement.

If you have any questions about this agreement or about preparing documents for an Arizona LLC or corporation, call Arizona LLC attorneys Richard Keyt (602-906-4953, ext. 1) or Abby Neal (602-906-4953, ext. 5) or call legal assistant & KEYTLaw Girl Katie at 602-906-4953, ext. 7. We do not charge for questions about preparing documents for Arizona LLCs or corporations.

The undersigned signs this agreement on behalf of the undersigned and the company named above.

Print Signer's Name

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

Signature of Member or Manager

By: _____
Richard Keyt, Manager

HOW TO DELIVER THIS AGREEMENT TO KEYTLAW

1. **Easy Email Method (only if you for Outlook & Outlook Express):** Click on the **Submit to KEYTLaw Via Email** button found at the end of this agreement. Clicking on the submit button will open **Outlook** or **Outlook Express** with an email message pre-addressed to the Firm. Click on the SEND icon **IN YOUR EMAIL PROGRAM** to send the email with this agreement attached as an Adobe pdf file. Use the Harder Email Method if you do not use **Outlook** or **Outlook Express**.
2. **Harder Email Method:** Save this agreement as a file on your computer then send the saved pdf file to rk@keytlaw.com as an attachment to an email. **You must have Adobe Acrobat or Reader version 8 or later to save this form on your computer with the data in it.** Download the free Adobe Reader at: www.adobe.com/products/acrobat/readstep2.html.
3. **Fax:** Fax this Agreement directly to the Firm at 602-297-6890. You do not need a cover sheet.
4. **Snail Mail:** Mail or deliver the Agreement in a sealed envelope addressed as indicated to one of the following addresses:

Preferred Address (our office)

Give the envelope to the receptionist in Suite 130

Richard Keyt
3001 East Camelback Road, Suite 130
Phoenix, Arizona 85016

Secondary Address (our UPS Store mail box)

Give the envelope to the clerk behind the counter

Richard Keyt
5025 North Central Avenue, #467
Phoenix, Arizona 85012

CLICK BELOW TO EMAIL THIS AGREEMENT TO RICHARD KEYT & ABBY NEAL

You are ready to send this agreement to Richard Keyt and Abby Neal if:

1. **Member Information:** You have completed a Member Information Page for **EVERY** Member (husband and wife owning as community property is considered one member for the purposes of this agreement only).
2. **All Other Information:** You have answered all other questions and given all information requested on the prior pages.

If you use Outlook or Outlook Express for your email, you can send this agreement to Richard Keyt & Abby Neal by clicking on the button below that says **Submit to KEYTLaw Via Email**. Your email program will open with an email message pre-addressed to Richard Keyt and Abby Neal and this agreement will be attached as an Adobe pdf file. When your email program opens, click on the **send icon** in your email program.

CAUTION: WHAT TO DO IF CLICKING ON THE SUBMIT VIA EMAIL BUTTON DOES NOT WORK

If clicking on the **Submit to KEYTLaw Via Email** button below does not cause your email program to open with this document attached as a file, you must deliver this completed agreement to us using the Harder Email Method (Number 2), or methods 3 or 4 described at the top of this page.

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.

WARNING: EMAIL YOUR AGREEMENT TO KEYTLAW & SAVE THE FILE ON YOUR COMPUTER OR PRINT THE AGREEMENT BEFORE GOING TO THE STORE TO PAY BECAUSE YOUR BROWSER WINDOW WILL CHANGE AND YOU WILL NOT SEE THIS FORM UNLESS YOU GO BACK

How to PAY

1. **Visa or MasterCard:** Call LLC legal assistant Katie Leavitt, the KEYTLaw Girl, at 602-424-4154 or legal assistant Milena at 602-424-4159 and give her your credit card information.
2. **Visa or MasterCard:** Complete our online credit card authorization form found at www.keytlaw.com/cca.pdf then print and sign the form and deliver it to us by one of the methods listed at the top of this page.
3. Mail or deliver your check payable to: **KEYTLaw, LLC** to the address at the top of this page.