



**ARIZONA LIMITED LIABILITY COMPANY FORMATION AGREEMENT  
FOR ATTORNEYS TO HIRE KEYTLAW, LLC TO FORM AN AZ LLC  
OVER 2,700 ARIZONA LLCs FORMED SINCE 2001**



This agreement is to be used only by attorneys and law firms (the "Attorney") to hire Arizona LLC attorney Richard Keyt & KEYTLaw, L.L.C. (the "Firm") to form an Arizona limited liability company for the Attorney pursuant to the information provided by the Attorney herein. Attorney is not hiring the Firm to provide any legal services other than the limited scope LLC document preparation services listed below. Attorney is hiring the Firm to provide legal assistant services for Attorney in connection with preparing LLC documents and providing other non-attorney services for Attorney who is forming an Arizona LLC for the Attorney's client. As used herein, "we" means the Firm and "you" means the Attorney.

**LLC Formation Services:** The Firm will perform the following limited scope representation documentation services for \$599: (1) unlimited telephone calls with Arizona LLC attorney Richard Keyt about forming and operating the Company, (2) name selection advice, (3) prepare custom drafted Articles of Organization and file it with the Arizona Corporation Commission, ("ACC") on an expedited basis, (4) prepare the ACC cover sheet, (5) give you the Articles with the ACC's "received" stamp, (6) give you Richard Keyt's custom-drafted Arizona-specific and Company specific 140+ page book called the "Arizona LLC Quick Start Guide" that contains a detailed explanation of how to operate the new company and comply with applicable Arizona LLC law after formation, (7) give you the ACC's letter approving the Articles, (8) give you the Articles stamped with the ACC's "approved" stamp, (9) prepare a Notice of Publication, (10) publish the Notice of Publication in a newspaper in the appropriate county, (11) obtain an Affidavit of Publication and file it with the ACC before the deadline, (12) prepare Rick Keyt's 40+ page Operating Agreement custom drafted for the LLC, (13) act as the LLC's Arizona statutory agent for the LLC for its first year if an authorized representative of the Company signs & delivers our Statutory Agent Service Agreement (found on my website at [www.keytlaw.com/azllc/statagreement.pdf](http://www.keytlaw.com/azllc/statagreement.pdf)) to me, (14) prepare a Disclaimer of Membership Interest for each non-owner spouse to sign when a married member owns his or her membership interest as separate property, (15) prepare organizational resolutions of the members, (16) prepare membership certificates for all members to evidence ownership, and (17) give you a high-quality Arizona LLC Portfolio with tabs in which to keep all important LLC documents.

The \$599 includes all formation costs (\$85 ACC expedited filing fee & \$27 newspaper publication fee. After the first year, we charge the LLC \$99 a year payable in advance to continue as the statutory agent for the LLC, but if the LLC does not pay our annual fee, we may resign as statutory agent, which means the LLC must appoint a replacement statutory agent within thirty days of our resignation or the ACC will terminate the LLC's existence.

We will not represent the LLC or any of its members or managers. We are providing our limited scope LLC Formation services to you. You are responsible for the "supervision" of these paralegal services, meaning that Attorney will be responsible for the legal advice and review of all documentation prepared by Firm prior to submission to Attorney's client. Attorney also is responsible for the accuracy of the information provided to the Firm; Firm will not undertake any independent due diligence of the information conveyed from Attorney. Attorney is responsible for assuring that this Agreement complies with Attorney's jurisdiction's Rules of Professional Conduct for the payment of contract services. While the Firm will not have direct communication with Attorney's client for the formation of the Arizona LLC, Attorney agrees that it will notify its client of this Agreement, that the Firm and Attorney are jointly responsible for the LLC formation services, and Attorney shall have Attorney's client confirm in a signed writing that client agrees to the payment for services to the Firm.

We will not communicate with the members or managers of the LLC unless circumstances require that we do so, which we may do with Attorney's consent. We will send all correspondence and documents to you; provided, however: (i) if we receive documents or correspondence as the LLC's statutory agent, we will send these items directly to the manager of the LLC; and (ii) if we resign as statutory agent, we will send a resignation notice to the LLC as required by Arizona law. It will be your responsibility to send all LLC documents and correspondence that we send to you to the manager of the LLC.

You, not the LLC, will be responsible for paying for the services to be provided herein other than statutory agent and address fees after the first year. We will send you an invoice for our services, including services paid for in advance. 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.

You are hiring the Firm only to form an Arizona LLC per your instructions set forth in this agreement, not to advise the LLC or its members or managers with respect to federal or state income tax issues or securities law. We are not advising you, the LLC or its members or managers with respect to and we are not responsible for selecting an LLC name that does not infringe on a trademark or service mark. The members and managers of the LLC should consult with an experienced tax accountant as soon as possible for advice on federal and state income tax issues affecting the LLC and its members. The members and managers of the LLC must consult with other attorneys to advise them and the LLC on federal and state tax and securities laws.

### SELECT YOUR DESIRED SERVICES & GUARANTEED FIXED FEE

\$599 **Complete LLC Formation Service:** We provide all 17 of the services and items listed on page 1, paragraph 2. Normal time to prepare and file the Articles of Organization with the ACC is 7 - 10 days.

#### The following Additional Services are Available for the Additional Fees Listed:

\$297 **Prepare Confidential Trust to Avoid Disclosing Ownership of New LLC:** [AZ LLC law](#) requires that the names and addresses of members and all managers be disclosed in the LLC's Articles of Organization, which will be displayed to the public on the ACC's website. If your client does not want the name of any member of the LLC to be in the ACC's public records, check this box and we will prepare a simple revocable trust for a single person or a married couple that will hold title to the LLC interest. The single person or married couple will be the trustmaker(s), the trustee(s) and the beneficiary or beneficiaries. The trust will be the member of the LLC and hold title for the benefit of the trustmaker(s). The Articles must display the trust's address so if the trustmaker does not want the trustmaker's address to appear in the ACC's records, check the box below to use our address service, in which case public records will show the trust's address is c/o our address. **Note: This trust is not to avoid probate or for estate planning purposes.** It provides that on the on death of a single trustmaker, the LLC goes to the trustmaker's estate and on the death of a married trustmaker, the interest of the deceased goes to the other trustmaker and on the death of the second trustmaker, the LLC goes to the estate of the second trustmaker..

\$100 **KEYTLaw Address Service (Prevents Your Address from Being Displayed on the Internet on the ACC's Website):** Use KEYTLaw's address as the company's known place of business in Arizona and/or the address of members and managers. Arizona law requires that the LLC have a known place of business in Arizona and that the Articles of Organization contain the address of all managers and members who own 20%. Name and address information will be on the internet to anybody who searches the ACC's online database. Select this option if any member or manager does not want his or her address to be listed on the ACC's website. This is an annual fee. Tell the members and managers to send correspondence to the address where they want the LLC to receive its mail rather than our address. If we receive correspondence for the company, we charge the Company a \$35 handling fee to compensate us for our time to mail the correspondence to the company.

\$200 **One Business Day Super Expedited Service** to file the Articles of Organization (normally 7 - 10 days)

\$100 **Three Business Day Expedited Service** to file the Articles of Organization (normally 7 - 10 days)

\$75 **Employer ID Number:** We get a federal employer ID number for the Company. A member or manager of the LLC must complete IRS form SS-4 found at [www.keytlaw.com/azllc/ss-4.pdf](http://www.keytlaw.com/azllc/ss-4.pdf), sign and date the SS-4 and fax or email it to us.

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

## 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 <sup>1</sup>
1	_____	Single _____	CP SP
2	_____	Single _____	CP SP
3	_____	Single _____	CP SP
4	_____	Single _____	CP SP
5	_____	Single _____	CP SP
6	_____	Single _____	CP SP

**Community Property vs. Separate Property (Applicable Only to a Married Member Who Lives in a Community Property State):** Some community property states (Arizona for example) have laws that create a presumption that property acquired by a spouse while married is community property unless it is acquired by inheritance or as a gift. If a member is married and a resident of Arizona or a state that has the community property presumption, your ownership interest in the LLC will be community property unless the member: (1) selects the SP radio button above to indicate the member is to own his or her interest as separate property, and (2) get the member gets his or her spouse to sign the Disclaimer of Membership Interest that we will prepare and send to the contact person named on page 5. **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	Names of Trustee	Date of Trust
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____

**COMPANY INFORMATION**

1. <b>Company Name:</b>	
2. <b>Type of LLC:</b>	nonprofessional (most LLCs)                      professional (PLLC for doctors, realtors, lawyers, CPAs)
3. <b>Type of business:</b>	(for KEYTLaw's information only – not disclosed to the ACC)
4. <b>The LLC's known place of business in Arizona. This address appears on the ACC's website and public records:</b>	Street address                                      City,    State    Zip Code  Use KEYTLaw's address for \$100 a year. If you select this option, members and managers may also use our address (at no additional cost) in the Articles of Organization so that their home addresses are not displayed on the Arizona Corporation Commission's website. 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 LLC to have a known place of business 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 LLC.
5. <b>Contact Person:</b>	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 company.
	Contact's Primary Voice Phone                                      Contact's Email Address
6. <b>How did you find KEYTLaw?</b>	
7. <b>List all Managers:</b>	

**You must name at least one manager.** Name all persons or entities you want to have the power to sign contracts and bind the company on legal obligations. Only managers may sign contracts for the LLC. Members who are not managers do not have any management power or authority and cannot sign contracts for the LLC. A manager does not have to be a member.

If you have any questions about this agreement or about forming an Arizona LLC or corporation, call Richard Keyt at 602-906-4953, press 1 or call Rick's LLC legal assistant Katie at 602-906-4953, ext. 7.

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

\_\_\_\_\_  
Print Name of Attorney or Law Firm

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

\_\_\_\_\_  
Signature of Attorney or Authorized Signer for Firm

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

\_\_\_\_\_  
Print Signer's Name and title

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
email address

## HOW TO DELIVER THIS AGREEMENT TO KEYTLAW

1. **Easy Email Method (only 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 Richard Keyt. Click on the SEND icon **IN YOUR EMAIL PROGRAM** to send the email to Richard 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](mailto: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](http://www.adobe.com/products/acrobat/readstep2.html).
3. **Fax:** Fax this Agreement directly to Richard Keyt 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 UPS Store mail box)

Give the envelope to the clerk behind the counter

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

### Secondary Address (Office)

Give the envelope to the receptionist in Suite 130

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

## CLICK BELOW TO EMAIL THIS AGREEMENT TO RICHARD KEYT

You are ready to send this agreement to Richard Keyt 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 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 this agreement 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 Richard Keyt by 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. **Preferred Method:** [Click on this link to go to our secure online store](#) and pay by Visa or MasterCard.
2. Mail or deliver your check payable to: **KEYTLaw, LLC** to the address at the top of this page.
3. To give your credit card information over the phone to Richard Keyt's LLC legal assistant Katie, call her at 602-906-4953, ext. 7.