



**AGREEMENT TO PREPARE A MEDICAL DIRECTOR SERVICES AGREEMENT  
BETWEEN AN  
ARIZONA MEDICAL MARIJUANA DISPENSARY & A PHYSICIAN**



Complete this agreement to hire Arizona LLC business attorney Richard Keyt & KEYTLaw, L.L.C. (the "Firm") to prepare a contract between an Arizona physician and an Arizona nonprofit entity (the "Company") by which the physician will provide services to the entity as the Medical Director of its medical marijuana dispensary for \$699 (if we formed the entity) or \$999 (if we did not form the entity). This Agreement can be used by physicians and nonprofit entities. We prepare the Medical Director Services Agreement to favor the client who hires us. Paragraph 4 on this page states exactly what the Firm will do.

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, see [www.keytlaw.com](http://www.keytlaw.com) and Rick's [biography](#). If you have questions about this Agreement call Rick at 602-906-4953, ext. 1 (no charge for questions about Rick's Medical Director Services Agreement).

Instead of completing this form, you can call Rick at 602-906-4953, ext. 1 or Rick's LLC legal assistant Katie at 602-906-4953, ext. 7 and give your information over the phone.

**Services to be Provided by the Firm.** The party named in item 1 on page 2 below to be the Firm's client is hiring the Firm to provide only the following services: (i) prepare an independent contractor between an Arizona physician and an entity that intends to obtain a license to operate a medical marijuana dispensary, and (ii) provide up to one hour of attorney time revising the our standard Medical Director Services Agreement so that it is customized to meet the specific needs of our client. We will bill our client for attorney time in excess of one hour at the rate of \$295/hour.

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 with respect to this Agreement because we would have a conflict of interest in doing so.

**Notice of Federal Criminal Law.** The activities contemplated by the Company or provided by the Company involve activities that are crimes under the laws of the United States notwithstanding the fact that the activities may be legal under Arizona law. Under federal law marijuana is defined as an illegal controlled substance. Specifically, the Controlled Substances Act, 21 U.S.C. § 801 et seq, prohibits the manufacture, distribution, dispensation, and possession of marijuana even when Arizona law authorizes its use to treat medical conditions. See *Gonzales v. Raich*, 545 U.S. 1 (2005); see also *United States v. Oakland Cannabis Buyers' Cooperative*, 532 U.S. 483, 486 (2001) (holding that no medical exemption to the federal prohibition against manufacturing and distributing marijuana exists). Essentially, the Federal Controlled Substances Act prohibits marijuana use without regard to medicinal purposes. The Firm and its attorneys recommend that both the Medical Director and the Company consult with an Arizona criminal

defense lawyer who has experience representing people charged with violations of federal criminal marijuana law to determine the impact of federal law on their proposed activities.

**SELECT YOUR DESIRED SERVICES & GUARANTEED FIXED FEE**

\$699 **Prepare Medical Director Services Agreement** (includes one hour of attorney time) – price available only for entities formed by the Firm.

\$999 **Prepare Medical Director Services Agreement** (includes one hour of attorney time) – price for entities not formed by the Firm.

\$200 **One Business Day Super Expedited Service** to prepare the contract (normally 7 - 10 days)

\$100 **Three Business Day Expedited Service** to prepare the contract (normally 7 - 10 days)

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

**MEDICAL DIRECTOR SERVICES AGREEMENT INFORMATION**

1. The Firm represents only:                      Company                      Medical Director
2. Name of Company:
3. Company Address:
4. Type of entity:                                      LLC                                      Corporation
5. Who signs for Company:
6. Signer's title:                                      Member                                      Manager                                      President
7. Name of Company's contact:
8. Contact's:    phone:    email:
9. Physician:
10. Physician's address:
11. Physician's:    phone:    email:
12. Effective date of contract:
13. Term of contract:                                      years:    months:
14. Automatic renewal:                                      yes    no
15. Renewal term:    years:    months:
16. May cancel with notice:                                      yes    no
17. Amount of notice:                                      days:    months:



**ABOUT THE SIGNATURE LINE BELOW**

Chose one of the following three signature options:

1. **Digital Signature:** You can digitally sign this agreement using Adobe's free secure digital signature feature. To sign it digitally, click on the line below that is just above the text that says: **Signature of Member or Manager** then follow the instructions. Once you have digitally signed this agreement, it cannot be altered without your key.
2. **Old Fashioned Manual Signature:** Click on the print button below to print this agreement. Sign the agreement and then deliver it to Richard Keyt using one of the methods described on the last page of this agreement.
3. **No Signature:** If you pay for your Medical Director Services Agreement by credit card, you do not have to actually sign this agreement, but you agree to the terms and conditions in this agreement.

If you have any questions about this agreement or about the Medical Director Services Agreement, call Richard Keyt at 602-906-4953, press 1.

The undersigned signs this agreement on behalf of the undersigned (if our client is the physician) or the Company (if our client is the Company).

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

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

\_\_\_\_\_  
Signature of Physician Signer

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

\_\_\_\_\_  
Name of Company

By:

It's:

\_\_\_\_\_  
Printed name of Signer for the Company