



ARIZONA BENEFICIARY DEED PREPARATION SERVICE AGREEMENT



Attorney Prepared, Not Document Preparer Prepared

A Beneficiary Deed that is signed, notarized and recorded in the Arizona county where the property is located will transfer ownership of Arizona real property on the death of the last owner to the heirs named in the Beneficiary Deed. The purpose of the Beneficiary Deed is to transfer the property to the owners' heirs and avoid probate.

Use this Agreement to hire Arizona real estate attorney Richard Keyt and KEYTLaw, L.L.C. (collectively the "Firm") to prepare a Beneficiary Deed for \$195 that will transfer your Arizona real property to your heirs named in the deed after your death without the need for a probate. For information about the Firm, see www.keytlaw.com and Rick's [biography](#). For information about Arizona wills, trusts and estate planning, including fees for comprehensive estate plans, see Richard Keyt's website at www.keytlaw.com/ep.

Complete this form in 5 – 10 minutes by typing the answers directly in the blank spaces or print the Agreement and complete it with a pen. After completing this Agreement, you must print, sign and deliver the signed Agreement to the Firm (see the last page for delivery details). You can **pay with your Visa or MasterCard in our secure online store** (our preferred method), send us a check or call our office and give your credit card information over the phone. See the last page of this Agreement for delivery and payment instructions.

ARIZONA BENEFICIARY DEED PREPARATION SERVICE

You, the owner of the property described in this Agreement, are hiring Arizona real estate attorney Richard Keyt to prepare the following **SEVEN** custom drafted legal documents for you:

1. **Arizona Beneficiary Deed:** This is your deed in a form ready to be signed, notarized and recorded.
2. **Custom Letter to the Appropriate County Recorder From You to Record the Beneficiary Deed:** Put your signed and notarized deed and a check for the recording fee (the amount is in the letter) in an envelope (the address is in the letter) with this letter and mail everything to the county recorder of the county in which the property is located to record your deed. This letter from the owner(s) to the county recorder instructs the county recorder to record the Arizona Beneficiary Deed.
3. **Revocation of Beneficiary Deed:** Keep this document in your file in case you want to cancel a recorded Beneficiary Deed. Use this document to revoke your previously recorded Beneficiary Deed. If you change your mind and want to cancel your Arizona Beneficiary Deed after it has been recorded, simply fill in the blank spaces in the document, sign it, have it notarized and then mail it to the county recorder with a letter in the form of the Revocation Letter (we prepare this letter for you - see 4 below) of the county in which the property is located with the appropriate recording fee. To be effective, the Revocation of Beneficiary Deed must be signed by the owner(s), notarized and recorded in the proper county.
4. **Custom Letter to the Appropriate County Recorder From You to Record the Revocation Deed:** Use this letter to record a Revocation of Beneficiary Deed. This is a letter from the owner(s) to the county recorder of the county in which the property is located with instructions to record the Revocation of Beneficiary Deed.
5. **Letter of Explanation from Richard Keyt:** This letter explains your Arizona Beneficiary Deed and the other documents six documents we send to you.
6. **How to Complete & Record Your Beneficiary Deed:** Detailed instructions on how to sign, notarize and record your Arizona Beneficiary Deed.
7. **How to Complete & Record Your Revocation of Beneficiary Deed:** Detailed instructions on how to sign, notarize and record your Revocation of Beneficiary Deed.

If you have questions about Beneficiary Deeds for Arizona real property or this Agreement, call Rick at 602-906-4953, ext. 101 (no charge for questions about Beneficiary Deeds for Arizona real property).

We require payment in advance before we provide prepare your Beneficiary Deed and related documents. The fee for the services you select on the next page will be the only amount you pay us. We will send you an itemized invoice. 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, and Richard Keyt 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.

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. If we prepare one or more Beneficiary Deeds for you, the Firm will not represent you with respect to any other legal matter unless you and the Firm, sign a mutually acceptable engagement Agreement that sets forth any additional services to be provided and the fees to be charged. We are being hired to provide legal services in connection with a specific matter. After completion of the matter for which we were engaged, changes may occur in laws or regulations that are applicable to you that could have an impact upon your future rights and liabilities. We do not have any continuing obligation to advise you with respect to future legal developments concerning Arizona beneficiary deeds or anything related to them. In preparing a Beneficiary Deed and related documents, we represent only the owner(s) of the property, not any prospective beneficiary. If for any reason, the Firm cannot prepare your requested Arizona Beneficiary Deed, we will notify you and refund any money you paid.

SELECT YOUR DESIRED SERVICES & GUARANTEED FIXED FEE

Click your mouse on the boxes below to select your services and fees. Fill in the blanks online by clicking on a box or by typing the information in each blank space. Push the **TAB** key to move to the next field and the **SHIFT + TAB** key to move backwards.

- \$195 **Prepare one Beneficiary Deed:** We will prepare a Beneficiary Deed and the other six documents listed on page one using our normal processing time of approximately 14 days. We will deliver all of your documents to you in digital format as Adobe pdf files attached to an email sent to the email address you list below.
- \$ 49 **Hard (Paper) Copies of All of Your Deed & Related Documents:** Check this box you if want us to mail paper versions of your documents to you instead of digital documents attached to an email. We charge for the extra staff time and postage.
- \$100 **Three Business Day Expedited Service** to prepare your Beneficiary Deed and related documents.
- \$100 **Deed Research Fee:** You must send us a copy of the deed by which the owner(s) acquired title to the property because it contains the legal description that is included in the Beneficiary Deed. **THIS IS NOT A DEED OF TRUST.** Check this box if you do not have a copy of the acquisition deed and we will acquire it from the county recorder of the county in which the property was located.
- \$___ Total amount to be paid to KEYTLaw, LLC.

DELIVER YOUR DEED TO KEYTLAW

Important: Make a copy of the deed that conveyed title to the owner(s) and send it to us with this Agreement. The legal fee quoted above to prepare the Beneficiary Deed and related documents applies only if you give the Firm a copy of the deed by which you took title. We must have that deed because it contains the legal description of the property that goes in the Beneficiary Deed. **THIS IS NOT A DEED OF TRUST.** If you do not have a copy of the deed, we will charge you an additional \$100 to obtain a copy of the deed from the appropriate county recorder.

BENEFICIARY DEED INFORMATION

The information requested below is needed to prepare your Beneficiary Deed. **ANSWER ALL QUESTIONS.** We prepare the deed and related documents using the information contained in your answers below. You represent and warrant that all information in this Agreement will be correct. If you are printing with a pen, please print (no cursive) nicely so we can read what you print. Type the answers to the questions directly in each blank space. Press your **TAB** key to move to the next field in the form. Press **SHIFT + TAB** keys to move backwards.

Full name(s) of all owners of the property:

Full names of all owners

Owner's Mailing Address:

Street Address City, State Zip Code

Owner's Telephone & Email:

Primary Voice Phone Email address

NOTE: By signing below, you instruct and authorize the Firm to email your documents to the above email address as Adobe pdf files attached to an email message.

Property Information:

Street Address City, State Zip Code

Located in which AZ County Tax Parcel number (if known)

Beneficiaries: List the full names and relationships of all people or entities to inherit your property on your death. Note: all beneficiaries will take title as tenants in common and equal co-owners of the property):

Table with 2 columns: Beneficiary Name, Relationship to Owner(s). Multiple rows for listing beneficiaries.

Alternate Beneficiaries: What do you want to happen if a beneficiary named above dies before all owners die:

If a beneficiary dies before all the owners, give the deceased person's share to the beneficiaries named below:

- 1. Equally to the other living beneficiaries named above (not to the descendants of the deceased beneficiary):
2. Equally to the children of the deceased beneficiary:
Yes No

SIGNATURE

The Firm will not prepare your Beneficiary Deed and related documents unless: (i) one owner of the property signs this Agreement, and (iii) you pay in advance the entire cost for the documents and services that you order.

If you have any questions about this Agreement or any of the documents or services in this Agreement, call Richard Keyt's legal assistant Milena at 602-906-4953, ext. 106.

ONE OWNER OF THE PROPERTY MUST SIGN THIS AGREEMENT OR WE CANNOT PREPARE THE DOCUMENTS

Signature of Owner

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

Print Name of Owner

By: _____

Its: _____

HOW TO DELIVER THIS AGREEMENT TO KEYTLAW

SIGN THIS AGREEMENT BEFORE FAXING, MAILING, EMAILING OR DELIVERING IT TO RICHARD KEYT.

1. **Fax:** Fax this Agreement directly to Richard Keyt at 602-297-6890. You do not need a cover sheet.
2. **Email:** After one owner of the property signs this Agreement, scan it and send it to Richard Keyt as an attachment to an email message addressed to rickkeyt@keytlaw.com.
3. **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

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. 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 or MasterCard.
2. Mail or deliver your check payable to: **KEYTLaw, LLC** to the address above.
3. Call 602-906-4953, ext. 106 and give your credit card information to Richard Keyt's legal assistant Milena.