



ARIZONA LLC BUY-SELL AGREEMENT PREPARATION SERVICE AGREEMENT
OVER 2,100 ARIZONA LLCs FORMED SINCE 2001
ATTORNEY PREPARED, NOT DOCUMENT PREPARER PREPARED



Complete this agreement to hire Arizona LLC attorney Richard Keyt & KEYTLaw, L.L.C. (the "Firm") to prepare a Buy-Sell Agreement for an Arizona LLC for \$997 (2 members – husband and wife considered one member), \$1,497 (3 members) or \$1,997 (4 or more members). Paragraph 4 on this page states exactly what the Firm will do. Rick, a former partner in one of the largest law firms in Arizona, has practiced law and been forming entities in Arizona since 1980. 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/About/about.htm and Rick's [biography](#). For in depth articles about Arizona LLCs, see the [Arizona LLC Library](#). If you have questions about LLC Buy-Sell Agreements or this Agreement, call Rick at 602-906-4953, ext. 1 (no charge for questions about Buy-Sell Agreements for Arizona LLCs).

Complete this simple form in 5 – 10 minutes by typing the answers directly in the blank spaces or print the form and complete it with a pen. Instead of completing this form, you can call Rick's LLC legal assistant Katie at 602-906-4953, ext. 7 and give her your information over the phone. Deliver this form to us via email after you have entered all the data by clicking on the big red button on the last page that says **Submit to KEYTLaw Via Email**. After emailing, faxing or mailing this form to Rick, [click on this link to go to our secure online store](#) and pay by Visa, MasterCard or PayPal.

Buy-Sell Agreement Preparation Services: In exchange for the fixed fee you select on page 2 below, the Firm will perform the following legal services: (1) unlimited telephone calls with Arizona LLC attorneys Richard Keyt or Jeana Morrissey about the Buy-Sell Agreement before we prepare the first draft, (2) prepare a **custom drafted** Buy-Sell Agreement based on the members answers to the 200+ questions in our [Buy-Sell Agreement Questionnaire](#) (the members must complete this Questionnaire and return it to us before we can prepare the Buy-Sell Agreement), (3) included attorney time (2 hours for 2 member LLCs, 3 hours for 3 member LLCs & 4 hours for LLCs with 4 or more members) to prepare specific provisions requested by members, to meet with the members to answer questions about the Buy-Sell Agreement and to modify the agreement to make changes requested by the members. Most LLCs do not exceed their included attorney time. Excess attorney time will be billed at our current hourly rates (\$350 for Richard Keyt and \$250 for Jeana Morrissey).

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. 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 prepare a Buy-Sell Agreement an Arizona LLC, not to

advise the LLC or its members or managers with respect to federal or state income tax issues or securities law. The members and managers 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. You must consult with other attorneys to advise you on federal and state tax and securities laws. If your LLC will have a member that is an individual retirement account or a qualified plan such as a profit sharing plan, money purchase plan, pension plan, or 401(k) (collectively an "IRA/Plan"), we will charge you an additional \$350, and we will not advise any IRA/Plan or its beneficiaries, administrators or custodians with respect to any issue related to compliance with federal tax law. Each IRA/Plan and its beneficiaries, administrators or custodians should consult with their tax advisor, IRA/Plan advisor, IRA custodian or qualified plan trustee or plan administrator for advice on complying with federal tax law and law applicable to the IRA/Plan and the formation and operation of the LLC.

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.

\$ **Buy-Sell Agreement (recommended for all multi-member LLCs other than husband and wife members):** See "[Why Multi-Member LLCs Need a Buy-Sell Agreement](#)" and our 200+ question [Buy-Sell Questionnaire](#) that is required to prepare the Agreement. Members have a short window of time after forming a new LLC to plan for a possible future departure of a member. **Most LLCs that fail to adopt a Buy-Sell Agreement when the company is formed never adopt one. Without a Buy-Sell Agreement, there is no easy way for members to part and go their separate ways when they need an LLC "divorce."** A Buy-Sell Agreement can save members a lot of legal fees and emotional trauma in the event of the death, disability, bankruptcy, termination of employment, divorce (when the wrong spouse obtains the membership interest), expulsion after a default under the Operating Agreement, retirement of a member or other triggering event. We charge \$997 for a two member LLC plus \$500 for each additional member up to a maximum of \$1,997. Spouses are considered one member. The fee includes 1 hour of attorney time per member (up to 4 hours) conferring with members, modifying the agreement and drafting custom provisions. Few of our LLCs exceed the allotted attorney time to finalize their Buy-Sell Agreement. We will bill the LLC for any excess attorney time at the attorney's standard hourly rate.

Number of members: 2 3 4 or more Check to reset

\$500 **One Business Day Super Expedited Service** to prepare the Buy-Sell Agreement (normally 7 - 10 days)

\$200 **Three Business Day Expedited Service** to prepare the Buy-Sell Agreement (normally 7 - 10 days)

\$350 **IRA or Plan Member:** Additional charge if any member is an IRA, qualified retirement plan or 401(k) plan

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

MEMBER & COMPANY INFORMATION

Complete a Member Information page for every member of your LLC (husband and wife owning as community property deemed to be one member). Also complete the Company Information page found on page 9.

1ST MEMBER INFORMATION PAGE
COMPLETE & SUBMIT THIS PAGE FOR EVERY MEMBER & SPOUSE

IF MEMBER IS A PERSON:

Is Member Married? Yes No

_____ Member's name

_____ Spouse's Name

If the member is married, list both spouses here. If both spouses own their interests in the company as separate property, prepare a Member Information page for each spouse.

FOR MARRIED MEMBERS ONLY: HOW DOES MEMBER HOLD TITLE (SELECT ONLY ONE)?

Community property with right of survivorship (each spouse owns an undivided ½ interest in the spouses' total ownership interest in the company – interest passes on death to the surviving spouse without a probate).

Separate property (other spouse has no ownership interest – interest passes to beneficiary named in member's Will & may require a probate). If you select this option, you should confirm that the nonmember spouse signed a Disclaimer in which the nonmember spouse disclaimed any ownership interest in the Company.

IF MEMBER IS AN ENTITY:

_____ Exact name of the entity

_____ Entity's state of formation

_____ Name of person who signs for the entity

_____ Signer's title

IF MEMBER IS A TRUST:

_____ Exact name of the trust

_____ Date of Trust Agreement

_____ Name(s) of trustee(s)

IF MEMBER IS AN IRA

_____ Name of custodian FBO Account Number Mailing Address

MEMBER'S ADDRESS, PHONE NUMBER & EMAIL ADDRESS:

_____ Street address City State Zip code

_____ Primary phone Email address

OWNERSHIP PERCENTAGE:

_____ percent. The total percentage of the company the member owns. If a husband and wife own their interest as community property, this number is the total amount of the company they both own. If owned as separate property, it is the amount owned by the member named on line 1.

MINORITY MEMBER:

Check if this member is a minority member whose membership interest is subject to specific triggering events (such as termination of employment) in the Buy-Sell Agreement.

MINORITY MEMBER PURCHASE PRICE:

If this minority member must sell the member's membership interest on the occurrence of a triggering event at a fixed price, state the price here.

2ND MEMBER INFORMATION PAGE
COMPLETE & SUBMIT THIS PAGE FOR EVERY MEMBER & SPOUSE

IF MEMBER IS A PERSON:

Is Member Married? Yes No

_____ Member's name

_____ Spouse's Name

If the member is married, list both spouses here. If both spouses own their interests in the company as separate property, prepare a Member Information page for each spouse.

FOR MARRIED MEMBERS ONLY: HOW DOES MEMBER HOLD TITLE (SELECT ONLY ONE)?

Community property with right of survivorship (each spouse owns an undivided ½ interest in the spouses' total ownership interest in the company – interest passes on death to the surviving spouse without a probate).

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IF MEMBER IS AN ENTITY:

_____ Exact name of the entity

_____ Entity's state of formation

_____ Name of person who signs for the entity

_____ Signer's title

IF MEMBER IS A TRUST:

_____ Exact name of the trust

_____ Date of Trust Agreement

_____ Name(s) of trustee(s)

IF MEMBER IS AN IRA

_____ Name of custodian FBO Account Number Mailing Address

MEMBER'S ADDRESS, PHONE NUMBER & EMAIL ADDRESS:

_____ Street address City State Zip code

_____ Primary phone Email address

OWNERSHIP PERCENTAGE:

_____ percent. The total percentage of the company the member owns. If a husband and wife own their interest as community property, this number is the total amount of the company they both own. If owned as separate property, it is the amount owned by the member named on line 1.

MINORITY MEMBER:

Check if this member is a minority member whose membership interest is subject to specific triggering events (such as termination of employment) in the Buy-Sell Agreement.

MINORITY MEMBER PURCHASE PRICE:

If this minority member must sell the member's membership interest on the occurrence of a triggering event at a fixed price, state the price here.

3RD MEMBER INFORMATION PAGE
COMPLETE & SUBMIT THIS PAGE FOR EVERY MEMBER & SPOUSE

IF MEMBER IS A PERSON:

Is Member Married? Yes No

_____ Member's name

_____ Spouse's Name

If the member is married, list both spouses here. If both spouses own their interests in the company as separate property, prepare a Member Information page for each spouse.

FOR MARRIED MEMBERS ONLY: HOW DOES MEMBER HOLD TITLE (SELECT ONLY ONE)?

Community property with right of survivorship (each spouse owns an undivided ½ interest in the spouses' total ownership interest in the company – interest passes on death to the surviving spouse without a probate).

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_____ Exact name of the entity

_____ Entity's state of formation

_____ Name of person who signs for the entity

_____ Signer's title

IF MEMBER IS A TRUST:

_____ Exact name of the trust

_____ Date of Trust Agreement

_____ Name(s) of trustee(s)

IF MEMBER IS AN IRA

_____ Name of custodian FBO Account Number Mailing Address

MEMBER'S ADDRESS, PHONE NUMBER & EMAIL ADDRESS:

_____ Street address City State Zip code

_____ Primary phone Email address

OWNERSHIP PERCENTAGE:

_____ percent. The total percentage of the company the member owns. If a husband and wife own their interest as community property, this number is the total amount of the company they both own. If owned as separate property, it is the amount owned by the member named on line 1.

MINORITY MEMBER:

Check if this member is a minority member whose membership interest is subject to specific triggering events (such as termination of employment) in the Buy-Sell Agreement.

MINORITY MEMBER PURCHASE PRICE:

If this minority member must sell the member's membership interest on the occurrence of a triggering event at a fixed price, state the price here.

4TH MEMBER INFORMATION PAGE
COMPLETE & SUBMIT THIS PAGE FOR EVERY MEMBER & SPOUSE

IF MEMBER IS A PERSON:

Is Member Married? Yes No

_____ Member's name

_____ Spouse's Name

If the member is married, list both spouses here. If both spouses own their interests in the company as separate property, prepare a Member Information page for each spouse.

FOR MARRIED MEMBERS ONLY: HOW DOES MEMBER HOLD TITLE (SELECT ONLY ONE)?

Community property with right of survivorship (each spouse owns an undivided ½ interest in the spouses' total ownership interest in the company – interest passes on death to the surviving spouse without a probate).

Separate property (other spouse has no ownership interest – interest passes to beneficiary named in member's Will & may require a probate). If you select this option, you should confirm that the nonmember spouse signed a Disclaimer in which the nonmember spouse disclaimed any ownership interest in the Company.

IF MEMBER IS AN ENTITY:

_____ Exact name of the entity

_____ Entity's state of formation

_____ Name of person who signs for the entity

_____ Signer's title

IF MEMBER IS A TRUST:

_____ Exact name of the trust

_____ Date of Trust Agreement

_____ Name(s) of trustee(s)

IF MEMBER IS AN IRA

_____ Name of custodian FBO Account Number Mailing Address

MEMBER'S ADDRESS, PHONE NUMBER & EMAIL ADDRESS:

_____ Street address City State Zip code

_____ Primary phone Email address

OWNERSHIP PERCENTAGE:

_____ percent. The total percentage of the company the member owns. If a husband and wife own their interest as community property, this number is the total amount of the company they both own. If owned as separate property, it is the amount owned by the member named on line 1.

MINORITY MEMBER:

Check if this member is a minority member whose membership interest is subject to specific triggering events (such as termination of employment) in the Buy-Sell Agreement.

MINORITY MEMBER PURCHASE PRICE:

If this minority member must sell the member's membership interest on the occurrence of a triggering event at a fixed price, state the price here.

5TH MEMBER INFORMATION PAGE
COMPLETE & SUBMIT THIS PAGE FOR EVERY MEMBER & SPOUSE

IF MEMBER IS A PERSON:

Is Member Married? Yes No

_____ Member's name

_____ Spouse's Name

If the member is married, list both spouses here. If both spouses own their interests in the company as separate property, prepare a Member Information page for each spouse.

FOR MARRIED MEMBERS ONLY: HOW DOES MEMBER HOLD TITLE (SELECT ONLY ONE)?

Community property with right of survivorship (each spouse owns an undivided ½ interest in the spouses' total ownership interest in the company – interest passes on death to the surviving spouse without a probate).

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_____ Entity's state of formation

_____ Name of person who signs for the entity

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IF MEMBER IS A TRUST:

_____ Exact name of the trust

_____ Date of Trust Agreement

_____ Name(s) of trustee(s)

IF MEMBER IS AN IRA

_____ Name of custodian FBO Account Number Mailing Address

MEMBER'S ADDRESS, PHONE NUMBER & EMAIL ADDRESS:

_____ Street address City State Zip code

_____ Primary phone Email address

OWNERSHIP PERCENTAGE:

_____ percent. The total percentage of the company the member owns. If a husband and wife own their interest as community property, this number is the total amount of the company they both own. If owned as separate property, it is the amount owned by the member named on line 1.

MINORITY MEMBER:

Check if this member is a minority member whose membership interest is subject to specific triggering events (such as termination of employment) in the Buy-Sell Agreement.

MINORITY MEMBER PURCHASE PRICE:

If this minority member must sell the member's membership interest on the occurrence of a triggering event at a fixed price, state the price here.

6TH MEMBER INFORMATION PAGE
COMPLETE & SUBMIT THIS PAGE FOR EVERY MEMBER & SPOUSE

IF MEMBER IS A PERSON:

Is Member Married? Yes No

_____ Member's name

_____ Spouse's Name

If the member is married, list both spouses here. If both spouses own their interests in the company as separate property, prepare a Member Information page for each spouse.

FOR MARRIED MEMBERS ONLY: HOW DOES MEMBER HOLD TITLE (SELECT ONLY ONE)?

Community property with right of survivorship (each spouse owns an undivided ½ interest in the spouses' total ownership interest in the company – interest passes on death to the surviving spouse without a probate).

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IF MEMBER IS AN ENTITY:

_____ Exact name of the entity

_____ Entity's state of formation

_____ Name of person who signs for the entity

_____ Signer's title

IF MEMBER IS A TRUST:

_____ Exact name of the trust

_____ Date of Trust Agreement

_____ Name(s) of trustee(s)

IF MEMBER IS AN IRA

_____ Name of custodian FBO Account Number Mailing Address

MEMBER'S ADDRESS, PHONE NUMBER & EMAIL ADDRESS:

_____ Street address City State Zip code

_____ Primary phone Email address

OWNERSHIP PERCENTAGE:

_____ percent. The total percentage of the company the member owns. If a husband and wife own their interest as community property, this number is the total amount of the company they both own. If owned as separate property, it is the amount owned by the member named on line 1.

MINORITY MEMBER:

Check if this member is a minority member whose membership interest is subject to specific triggering events (such as termination of employment) in the Buy-Sell Agreement.

MINORITY MEMBER PURCHASE PRICE:

If this minority member must sell the member's membership interest on the occurrence of a triggering event at a fixed price, state the price here.

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/> <small>(for KEYTLaw's information only – not disclosed to the ACC)</small> | | |
| 4. LLC address: | <hr/> | | |
| | Street address | City, State | Zip Code |
| 5. Contact Person: | <hr/> | | |
| | 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 or the Buy-Sell Agreement. | | |
| | <hr/> | <hr/> | |
| | Contact's Primary Voice Phone | Contact's Email Address | |
| 6. How did you find KEYTLaw? | <hr/> | | |
| 7. If Manager Managed, List all Managers: | <hr/> | | |

If your LLC is a manager managed LLC, list all managers here. The type of management is found in the Articles of Organization. The two types are member managed and manager managed.

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 Buy-Sell Agreement by credit card, you do not have to actually sign this agreement. By paying for your Buy-Sell Agreement, you agree to the terms and conditions in this agreement.

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

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 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 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 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 Keyt, call her at 602-906-4953, ext. 7.