



718 N 164th Drive
 Goodyear, AZ 85338
 (866) 639-0066 Office
 (602) 803-1127 Cell
 (866) 319-1113 Fax
 rpendy@msn.com E-mail
 www.sdretirementplans.com

Name		Date	
Street			
City		State	Zip
Phone	Alt. Phone	Fax	
E-mail			

401(k) Order Form

Includes

- **Documents** – Prototype 401(k) documents with the Roth Option.
- **File SS- 4** – File for Employer Identification Number from the IRS
- **Help Set up 401(k) Account** – Set up 401(k) account with a “True” Self-Directed 401(k) trustee.
- **Coordinate with custodian (if needed)** – Prepare all necessary forms for the custodian including; Subscription Agreement, Account Rollover, and New Account Application.

Annual administration fees to be \$250.00 a year for maintaining the qualified status of the documents. After you have \$250,000 in your 401(K) you must file a 5500 EZ (fee for filing 5500 EZ is approx. \$250.00).

Self-Directed Retirement Plans, LLC has the right to charge the credit card below

METHOD OF PAYMENT

Credit Card () Visa () Master Card () American Express

Card # _____	CVC code: _____	Check #
Exp. Date: ____ - ____	Three-digit number on the back of your card	

I have read and agree to the terms and conditions as outlined here and on the reverse side of this form. I may cancel this transaction any time within seven days after the date of this transaction. I have read the notice of cancellation on the reverse side of this agreement for an explanation of this right.

Furthermore, I understand that I am creating a full fledged pension plan that must be operated according to the plan. In the event I consider, or hire, an employee I understand I should seek professional guidance on the ramifications of the employee being a participant in the plan.

Signature

Date

You have contracted with Self-Directed Retirement Plans, LLC, a pension consulting firm, to perform the work requested on the front side of this document. This includes permission for SDRP LLC to obtain EIN numbers from the IRS. In order to help us give you the highest level of support, we will expect your complete cooperation with our office in providing us with the requested documents and information, keeping us apprised of any changes in facts and circumstances that affect your plan before its completion, and the payment of our bills in a current and timely manner.

Right of Rescission

You have a seven day Right of Rescission period beginning on the date you signed this contract. To exercise your rescission rights under this clause, you must notify in writing Self-Directed Retirement Plans, LLC, prior to midnight of the seventh day. In the event you wish to cancel services after that time, a \$300 administrative fee, as well as any actual costs will be deducted from any refunds.

Once we provide you with the completed documents no refund requests will be accepted.

Matters Specifically Excluded From this Agreement

Our representation of you is limited to the production of documents listed on the front of the contract. Service specifically excluded from this agreement are:

- 1.) IRS and state tax compliance and reporting requirements for you or any of the entities created pursuant to the scope of this agreement.
- 2.) Representation of you in any proceedings or before any regulatory agency.
- 3.) Issues specific to the laws of your state.

If you want us to represent you for any matter not specifically listed in the "Scope of Project," including, without limitation, any of the matters listed in this "Matters Specifically Excluded from the Engagement," then we must enter into a separate agreement to do so. Nothing in this agreement shall be deemed an acceptance of our offering these additional services on your behalf.

While we are available to provide you with ongoing advice, we are not obligated to do so unless you specifically request us to perform a specific service. It is our policy to put all advice on which a client might rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Penalties and Fines

You agree that it is your responsibility to know if you will incur any fees, penalties, or fines that you may incur if you liquidate any of your current IRA investments, and thus hold Self-Directed Retirement Plans, LLC harmless in such an event. Additionally while we strive to expedite this process as quickly as possible, the average length of time is about six to eight weeks. Due to that fact, you should not enter into any contracts for investments until the procedure is finished. If you do enter into a contract before completion, you agree that we are not liable for any damages due to any delays.

Severability

Every provision of this agreement is severable. If any provision hereof is held to be illegal or invalid for any reason whatsoever, it shall not affect the validity of the remainder of this agreement.

Limitations on Liability

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to three times the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

Furthermore, because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of Arizona, any claim based on this engagement must be filed within twelve months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

Applicable Law

The laws of the State of Arizona shall govern the interpretation of this agreement.

401(k) Rules Acknowledgement

INITIALS

_____ I understand that by transferring my 401 (k) assets into an LLC owned by my 401 (k) I am acting as the trustee of the plan and manager of the LLC. I am acting as a fiduciary, because of such, I accept the responsibility of having complete checkbook control of the 401(K)'s assets.

_____ I understand the assets inside my 401(K)'s LLC can only be used for investment purposes. I am not allowed to ever use even a penny of these assets for personal expenses such as rent, mortgage or car payments.

_____ I understand that I can not commingle the assets in the 401(k)'s LLC with my personal money. Anytime I make a contribution to the 401(K), or take a distribution, I must run those requests through the 401(k) account. I cannot add money or take it out directly from the LLC for personal expenses.

_____ I understand my 401(k)'s LLC cannot invest in collectibles. I agree that if I have any questions as to whether an investment is a collectible or not, I will consult with my tax advisor before making the investment.

_____ I understand that the use of the LLC inside my 401(K) does not exempt my 401 (k) assets does not exempt my 401 (k) from the prohibited transaction rules. Thus my 401 (k)'s LLC cannot engage in any transaction with anybody related to me, or with any entity that is partially owned by a related party.

_____ I understand that the entire process to move the assets from my old IRA/401(K) custodian to my 401(k) takes on average 6 to 8 weeks. Normally we accomplish this in approximately 3 weeks.

_____ Due to the complex nature of this information, I understand it is my responsibility to watch the entire video contents on our website at www.sdretirementplans.com , and that if I have any questions I will contact you for clarification within the next 30 days.

_____ I understand that in certain situations, the income earned by my 401(K) will be subject to taxes. In particular, if I run an active business within my 401(K) or it's LLC, or if I borrow money and make profits off the borrowed money, the 401(K) may be subject to taxes.

_____ I understand that no related individual may personally guarantee any loan for the benefit of the 401(K).

_____ I understand that Self-Directed Retirement Plans, LLC does not provide clients with investment advice of any kind and that all investments made using the plan are my/our sole responsibility as the designated Trustee(s) of the 401(k) plan.

Signature

Date

401(K) PLAN INFORMATION

Personal Information (Client)

Name: _____

Address: _____ County: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alt. Phone: _____ Fax: _____

E-mail: _____

DOB ____ / ____ / ____ SS# ____ - ____ - ____

Personal Information (Spouse)

Name: _____ Phone: _____

E-mail: _____

DOB ____ / ____ / ____ SS# ____ - ____ - ____

Adopting Employer Information – 401(k) Sponsor

Company/Sponsor Name: _____

Address: _____

Federal EIN#: _____ Fiscal year end: _____

Type of Entity: ____ Corp. ____ S Corp ____ LLC ____ Sole Proprietorship

Entity (USA - State of Organization): _____

Number of Employees other than your & your spouse: _____

Do you own > 80% of any other business? ____ Yes ____ No

Limited Liability Company Information

1st name choice: _____, LLC.

2nd name choice: _____, LLC.

Address: _____

City / State / Zip: _____ County: _____

Managers and Members

Will you be the manager of the LLC? Yes No
(If not, please add manager below)

Manager _____

Address: _____ County _____

City: _____ State: _____ Zip: _____

Will your spouse also be a manager of the LLC? Yes No
(If not, add additional managers below)

2nd Manager _____

Address: _____ County _____

City: _____ State: _____ Zip: _____

Member _____

Address: _____ County _____

City: _____ State: _____ Zip: _____

2nd Member _____

Address: _____ County _____

City: _____ State: _____ Zip: _____