

PERSONAL INFORMATION						
CLIENT	NAME			DATE OF BIRTH	SS NUMBER	
	ADDRESS		COUNTY	CITY	STATE	ZIP
	PRIMARY PHONE	ALTERNATE PHONE	FAX	EMAIL		
	NAME OF SPOUSE			TYPE OF IRA <input type="checkbox"/> Traditional <input type="checkbox"/> Roth <input type="checkbox"/> Educational		
COMPANY	FIRST NAME CHOICE (LLC)					
	SECOND NAME CHOICE (LLC)					
MANAGERS	Will you be the manager of the LLC? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If No, please complete information below)</i>					
	PRIMARY MANAGER					
	ADDRESS		COUNTY	CITY	STATE	ZIP
	Will your spouse also be a manager of the LLC? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If No, please complete information below)</i>					
	SECONDARY MANAGER					
ADDRESS		COUNTY	CITY	STATE	ZIP	
TERMS AND CONDITIONS						
<p>You have contracted with Self-Directed Retirement Plans, LLC, and a pension-consulting firm to perform the work requested on the last page of this document. This includes SDRP LLC permission to request LLC EIN numbers from the IRS.</p> <p>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.</p> <p><b>Right of Rescission</b></p> <p>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, L.L.C., 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.</p>						

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### **Matters Specifically Excluded From this Agreement**

Our representation of you is limited to the production of documents and the services 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 on the front of this document 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 and enter into a separate services agreement. 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.

**RULES ACKNOWLEDGEMENT**

I understand that by transferring my IRA's assets into an LLC owned 100% by my IRA I am acting as a fiduciary, because of such, I accept the responsibility of having complete checkbook control of the IRA's assets.

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I understand the assets inside my IRA'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 cannot commingle the assets in the IRA's LLC with my personal money. Anytime I contribute to the IRA, or take a distribution, I must run those requests through the IRA account. I cannot add money or take it out directly from the LLC for personal expenses.

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

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I understand that the entire process to move the assets from my old IRA/401(K) custodian to the new custodian, and the subsequent transfer of the assets to the LLC takes on average 3 to 4 weeks.

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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](http://www.sdretirementplans.com), and that if I have any questions I will contact you for clarification within the next 30 days.

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

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I understand that no related individual may personally guarantee any loan for the benefit of the IRA's LLC.

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I understand that Self Directed Retirement Plans, LLC does not provide any investment advice of any kind.

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CLIENT SIGNATURE

SPOUSE SIGNATURE (if required)

DATE

**CLIENT PERSONAL INFORMATION**

NAME			DATE OF BIRTH	SS NUMBER
ADDRESS		COUNTY	CITY	STATE
PRIMARY PHONE	ALTERNATE PHONE	FAX	EMAIL	

**Includes:**

- Documents – Proprietary documents not available from any other source.
- Filing Forms – We file all state required forms to set up the LLC owned by the IRA. (Please note that the IRS requires the LLC fee to be paid from your IRA, we have therefore reduced our fee)
- Serve as resident agent (AZ only) – We serve as the resident agent for the LLC and any other entities we set up for you.
- File SS- 4 – File for Employer Identification Number from the IRS
- Set up IRA/Roth IRA Account – Set up IRA account with a “True” self-directed IRA custodian. We do not pay the custodial fees, that is your responsibility.
- Coordinate with custodian – Prepare all necessary forms for the custodian including: Adoption Agreement, Account Transfer/Rollover, and Direction of Investment form.

Method of Payment: \$1350.00       Credit Card       Check

Self-Directed Retirement Plans, LLC has the right to charge the credit card below: CREDIT CARD				Check Number
CARD NUMBER	CID NO.	EXPIRY DATE		
<input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> Amex			mm/yyyy	
<small>Note: CID is the three-digit number located on the back of the card that is being used. If using American Express, it is the four-digit number located on the top right corner of the front of the card.</small>				

***I have read and agree the aforementioned terms and conditions. I may cancel this transaction any time within seven days after the date of this transaction. I have read the notice of cancellation on contained in 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.***

CLIENT SIGNATURE

SPOUSE SIGNATURE (if required)

DATE