



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
Home Phone	Mobile Phone		Business Phone
Email	Fax	Other	

“IRA RECOVERY SYSTEM” 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.
- **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: Subscription Agreement, Account Transfer/Rollover, and New Account Application.

METHOD OF PAYMENT

Credit Card () Visa () MasterCard () American Express Card # _____ CVC code: _____ Exp. Date: ____ - ____	Check # <small>Three-digit number on the back of your card</small>
--	--

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 Self Directed IRA and that it must be maintained and operated according to applicable laws.

Signature

Date

You have contracted with Self Directed Retirement Plans, L.L.C, a pension consulting firm to perform the work requested on the front side of this document. This includes SDRP LLC permission to request LLC EIN numbers from 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, 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.

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 two to three 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.

IRA RECOVERY INFORMATION

PERSONAL INFORMATION

Name: _____

Address: _____ County: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alt. Phone: _____ Fax: _____

Email: _____

SS#: _____ - _____ - _____ D.O.B. ____/____/____

Name of Spouse: _____

Type of IRA: Traditional () Roth () Educational ()

LIMITED LIABILITY COMPANY INFORMATION

1st name choice: _____, LLC.

2nd name choice: _____, LLC.

BENEFICIARY INFORMATION

Please check if a primary or contingent beneficiary.

In most cases, spouses are the Primary beneficiary. Contingent beneficiaries are beneficiaries in the event that a Primary beneficiary passes away before distribution of the IRA.

Primary Name: _____ SS# _____ - _____ - _____ D.O.B. ____/____/____

Contingent Relationship: _____ Address: _____

Share % _____ City: _____, State: _____ Zip: _____

Primary Name: _____ SS# _____ - _____ - _____ D.O.B. ____/____/____

Contingent Relationship: _____ Address: _____

Share % _____ City: _____, State: _____ Zip: _____

IRA Rules Acknowledgement

INITIALS

_____ 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.

_____ 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 make a contribution 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.

_____ I understand my IRA'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 the IRA does not exempt my IRA assets from the prohibited transaction rules. Thus my IRA's LLC can not 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 the new custodian, and the subsequent transfer of the assets to the LLC takes on average 2 to 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 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.

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

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

Signature

Date

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: _____