

**LIMITED LIABILITY COMPANY  
PREPARATION AND FILING SERVICE AGREEMENT**

I/We \_\_\_\_\_ the Client (s), hereby apply for CAPA LIMITED LIABILITY COMPANY SERVICES to purchase a \_\_\_\_\_ PRE-FORMED or to form a \_\_\_\_\_ NEW LIMITED LIABILITY COMPANY ("LLC").

Client (s) understand that Capa will prepare and file ARTICLES of ORGANIZATION with the State of \_\_\_\_\_

For \_\_\_\_\_ or \_\_\_\_\_

Insert name of PRE-FORMED "LLC"

Insert name of NEW "LLC" (First Choice)

Insert name of NEW "LLC" (Second Choice)

Insert name of NEW "LLC" (Third choice)

CAPA SERVICES consist of preparing and filing of the Articles of Organization, preparing and filing the Initial List of Managers, drafting of the Initial "LLC" Operating Agreement., furnishing the "LLC" with a "LLC" Compliance Kit and Seal, furnishing the "LLC" with a Residence Agent (first year only) and assisting the "LLC" in obtaining an EIN Number. Service does not include filing fees, state fees, business or financial counseling, other than answering questions pertaining to the above service - All other services offered by Capa is Optional Services to Client(s) and will require additional fees.

Client(s) understand and agree that \_\_\_\_\_ of Capa is appointed Organizer for the purpose of organizing and activating the above "LLC". Service shall be completed within (45) days after Capa receive full payment and documents from the state. (15) days if expedited. Upon completion of the above service and after all fees connected with this service have been paid by Client(s), including all fees for Optional Services, Organizer promise to resign and submit "LLC" to Client(s).

Client(s) agree to pay Capa for the above service accordance to the fees and terms of the invoice attached hereto and made apart of this agreement. Client(s) understand and agree that all transactions are final and there are no refunds. Client(s) also understand and agree that if all fees are not paid within 90 days of the terms of the attached invoice. Client(s) service will be terminated and Capa shall have the right to sell this "LLC Service to any interested person(s) or entity.

Client(s) further understand that any deposits paid to Capa are none-refundable. Should Client(s) default in any balance due and owing to Capa, Client(s) shall pay any additional charges in addition to the balance owing, including any interest charges thereon incurred, any legal fees and fees which may be incurred in the process of Capa collecting on said balance which may be due and owing.

Client(s) understand that Capa may retain outside agents to process the above services. Capa and it agent is acting on Client(s) behalf, only for first year residence agent, preparing and filing the above "LLC" papers and not in a legal capacity. An attorney should be consulted for legal matters. Client(s) understand that the person negotiating this document is an Independent Contractor and not an Agent or Representative of Capa. CLIENT(S) ARE ADVISED TO PAY BY CHECK, CREDIT CARD, OR ELECTRONIC FUNDS TRANSFER ONLY, MADE PAYABLE TO CAPA ONLY.

Client(s) will hold Capa and its Agent harmless from any suits and all litigations and indemnify them from any loss whatsoever kind, directly or indirectly sustained through legal process of the above Limited Partnership services.

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
CLIENT:

\_\_\_\_\_  
CONTRACT/COUNSELOR

\_\_\_\_\_  
ACT. #

\_\_\_\_\_  
CLIENT: