



**AGREEMENT TO PREPARE A MEDICAL DIRECTOR SERVICES AGREEMENT
BETWEEN AN
ARIZONA MEDICAL MARIJUANA DISPENSARY & A PHYSICIAN**



Complete this agreement to hire Arizona LLC business attorney Richard Keyt & KEYTLaw, L.L.C. (the "Firm") to prepare a contract between an Arizona physician and an Arizona nonprofit entity (the "Company") by which the physician will provide services to the entity as the Medical Director of its medical marijuana dispensary for \$699 (if we formed the entity) or \$999 (if we did not form the entity). This Agreement can be used by physicians and nonprofit entities. We prepare the Medical Director Services Agreement to favor the client who hires us. Paragraph 4 on this page states exactly what the Firm will do.

Richard ("Rick") Keyt, a former partner in one of the largest law firms in Arizona, has practiced law and been forming entities in Arizona since 1980. After law school Rick obtained 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 and Rick's [biography](#). If you have questions about this Agreement call Rick at 602-906-4953, ext. 1 (no charge for questions about Rick's Medical Director Services Agreement).

Instead of completing this form, you can call Rick at 602-906-4953, ext. 1 or Rick's LLC legal assistant Katie at 602-906-4953, ext. 7 and give your information over the phone.

Services to be Provided by the Firm. The party named in item 1 on page 2 below to be the Firm's client is hiring the Firm to provide only the following services: (i) prepare an independent contractor between an Arizona physician and an entity that intends to obtain a license to operate a medical marijuana dispensary, and (ii) provide up to one hour of attorney time revising the our standard Medical Director Services Agreement so that it is customized to meet the specific needs of our client. We will bill our client for attorney time in excess of one hour at the rate of \$295/hour.

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.

Notice of Federal Criminal Law. The activities contemplated by the Company or provided by the Company involve activities that are crimes under the laws of the United States notwithstanding the fact that the activities may be legal under Arizona law. Under federal law marijuana is defined as an illegal controlled substance. Specifically, the Controlled Substances Act, 21 U.S.C. § 801 et seq, prohibits the manufacture, distribution, dispensation, and possession of marijuana even when Arizona law authorizes its use to treat medical conditions. See *Gonzales v. Raich*, 545 U.S. 1 (2005); see also *United States v. Oakland Cannabis Buyers' Cooperative*, 532 U.S. 483, 486 (2001) (holding that no medical exemption to the federal prohibition against manufacturing and distributing marijuana exists). Essentially, the Federal Controlled Substances Act prohibits marijuana use without regard to medicinal purposes. The Firm and its attorneys recommend that both the Medical Director and the Company consult with an Arizona criminal

defense lawyer who has experience representing people charged with violations of federal criminal marijuana law to determine the impact of federal law on their proposed activities.

SELECT YOUR DESIRED SERVICES & GUARANTEED FIXED FEE

\$699 **Prepare Medical Director Services Agreement** (includes one hour of attorney time) – price available only for entities formed by the Firm.

\$999 **Prepare Medical Director Services Agreement** (includes one hour of attorney time) – price for entities not formed by the Firm.

\$200 **One Business Day Super Expedited Service** to prepare the contract (normally 7 - 10 days)

\$100 **Three Business Day Expedited Service** to prepare the contract (normally 7 - 10 days)

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

MEDICAL DIRECTOR SERVICES AGREEMENT INFORMATION

- 1. The Firm represents only: Company Medical Director
- 2. Name of Company:
- 3. Company Address:
- 4. Type of entity: LLC Corporation
- 5. Who signs for Company:
- 6. Signer's title: Member Manager President
- 7. Name of Company's contact:
- 8. Contact's: phone: email:
- 9. Physician:
- 10. Physician's address:
- 11. Physician's: phone: email:
- 12. Effective date of contract:
- 13. Term of contract: years: months:
- 14. Automatic renewal: yes no
- 15. Renewal term: years: months:
- 16. May cancel with notice: yes no
- 17. Amount of notice: days: months:

18. Exclusive contract: yes no
19. Fixed compensation: \$ per month or year
20. Patient based compensation: \$ for every _____ patients during the month
21. Revenue based compensation: \$ for every one \$ of revenue during the month

If you want the doctor's compensation to be based on revenue, you must explain below how revenue will be defined. Is it gross revenue from all sources or net revenue? If it is net revenue, you must explain/define what net revenue means. Explain how your revenue compensation plan will work.

If there are any other provisions you want included in your Agreement, describe them below.

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 Medical Director Services Agreement by credit card, you do not have to actually sign this agreement, but you agree to the terms and conditions in this agreement.

If you have any questions about this agreement or about the Medical Director Services Agreement, call Richard Keyt at 602-906-4953, press 1.

The undersigned signs this agreement on behalf of the undersigned (if our client is the physician) or the Company (if our client is the Company).

Print Physician Signer's Name

KEYTLaw, L.L.C., an Arizona limited liability company

Signature of Physician Signer

By: _____
Richard Keyt, Manager

Name of Company

By:

It's:

Printed name of Signer for the Company

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:

Give envelope to the clerk behind the counter	Give the envelope to the receptionist in Suite 130
Richard Keyt 5025 North Central Avenue, #467 Phoenix, Arizona 85012	Richard Keyt 3001 East Camelback Road, Suite 130 Phoenix, Arizona 85016

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