



# Nevada Registered Agent Service

**\$39 per year!**

*The PREFERRED choice in resident agents*

## Registered Agent Service Agreement

Whereas **SAMPLE COMPANY**, hereinafter referred to as the “Business Entity” has elected to use Marc Gohres, hereinafter referred to as “Registered Agent”, as the commercial registered agent for Business Entity. This service agreement addresses the nature and scope of Registered Agent duties to Business Entity, and Business Entity duties to Registered Agent.

The state of Nevada allows one to create a business entity, such as a corporation, partnership or limited liability company. However, because the business entity is not a real person, Nevada requires that a person or separate company be named as the registered agent for that business entity for service of process.

Nevada requires that if a person serves as registered agent he or she must reside in the state of Nevada, or if a corporation or LLC is chosen to serve as registered agent, it must have an office in Nevada, and that the name and address of the registered agent continually be on file in the office of the Secretary of State. This means that if your company is sued, the legal documents may be “served” on, or delivered to, the registered agent at the specific address on file in the office of the Nevada Secretary of State. That delivery begins the time running for your business entity to file an answer or other response in the Court where the lawsuit is pending. Inaction could result in a default judgment against your company. Thus, time is of the essence in these matters, and it is important that you choose a qualified registered agent to insure speedy notice to you so that you may then respond to the issue at hand. The registered agent’s ability to quickly notify you of lawsuits is of great importance to the efficiency and protection of your business entity.

### **Registered Agent is not a lawyer or a CPA**

Since Registered Agent is not a lawyer or a CPA, Registered Agent or any of Registered Agent employees do not and cannot provide legal or tax advice.

As such, the information on Registered Agent forms should not be construed as legal advice in any way and should not serve as a substitute for legal advice from an attorney. Further, no representations or warranties express or implied, are given regarding the legal or other consequences resulting from the use of Registered Agent services or forms whether on our web site, in print format, on the phone or verbal.

Under no circumstances is the Registered Agent, employees, advisers, agents and representatives liable or responsible for any damage or inconvenience caused or alleged to be caused by the use of Registered Agent services. However, Registered Agent does work with experienced corporate attorneys and CPAs and Registered Agent can provide you with a referral.

### **Responsibilities of the Registered Agent**

So long as the Registered Agent always knows Business Entity location and how to contact Business Entity, the Registered Agent will notify Business Entity within 72 business hours after receipt of any legal process in which Business Entity has been named a party. The pertinent documents will be forwarded to Business Entity within the stated time period at the email address or fax number Business Entity has provided. The attorney who created the business entity for you can also be notified if you so indicate provided you notify Registered Agent in writing.

Registered Agent duties do not include answering or in any manner getting involved with the court litigation. Registered Agent provides Business Entity with the notification, and once Business Entity receive the documents from the Registered Agent office, it is Business Entity responsibility to respond or otherwise proceed with the lawsuit. If Business Entity has not provided the Registered Agent with a valid email address for Business Entity, the Registered Agent contractual obligation to notify Business Entity is null and void, and the Registered Agent has no further responsibility to serve Business Entity in any way.

If Business Entity has named Registered Agent as the principal office of Business Entity or have not stated a principal place of business at all in Business Entity Articles of Organization, Registered Agent may from time to time receive mailings for Business Entity. If Registered Agent receives this mail, Registered Agent will collect and sort the mail for Business Entity. Generally this mail is solicitations and other "junk mail" from persons or entities finding your address on the Nevada Secretary of State's web site. Often it is credit card companies wanting Business Entity to apply for one of their credit cards. Registered Agent will throw this mail away. However, any official documents sent to this address for Business Entity will be opened, scanned and emailed to Business Entity. If Registered Agent does not have a valid email address, Registered Agent will retain these official documents digitally for the duration of service Business Entity has paid for. Business Entity acknowledges that the primary method of communication is by e-mail and Business Entity will keep Business Entity e-mail account updated with Registered Agent. Registered Agent uses e-mail to notify Business Entity of Business Entity renewals or any State filings like Business Entity Annual List. However, the Registered Agent is not responsible for Business Entity not receiving e-mail(s) from Registered Agent if the e-mail address on file is not valid.

## **Responsibilities of the Business Entity**

For Registered Agent to adequately perform the duty of immediate notification, and to comply with Nevada Law, it is important that Business Entity always keep Registered Agent informed of the current contact information for Business Entity.

**You agree to provide Registered Agent with the information listed below and to notify Registered Agent of any change in this information within sixty (60) days of any change.**

1. The address of record to which all service of process is to be delivered for the Business Entity;
2. The names and addresses of each entity's directors, officers, limited liability company managers, managing partners, trustees or persons serving in a similar capacity;
3. The name, business address and business telephone number of a natural person who is an officer, director, employee or designated agent of the entity who is authorized to receive communications from Registered Agent and is deemed the designated communications contact for Business Entity.

## **E-MAIL Account**

Business Entity acknowledges that the primary method of communication is by e-mail and Business Entity will keep Business Entity e-mail account updated with Registered Agent. Registered Agent uses e-mail to notify Business Entity of Business Entity renewals or any State filings like Business Entity Annual List. However, the Registered Agent is not responsible for Business Entity not receiving e-mail(s) from Registered Agent if the e-mail address on file is not valid.

## **Basic Fee**

Services for being Registered Agent for Business Entity shall be \$39.00 annually. This fee is due and owing on each anniversary date when Business Entity originally retained Registered Agent. Business Entity will be billed each year in advance of the anniversary date of Business Entity. At that time, Business Entity will be asked to complete a form regarding any change in address or other contact information. If the annual fee is not received within 15 days of Business Entity anniversary date, Registered Agent reserves the right to resign as Registered Agent for Business Entity. Under Nevada law, the absence of a registered agent will place your company in noncompliance with the state business entity laws and may cause Business Entity to be administratively revoked.

## **Included Services**

Registered Agent charges a fee for Registered Agent Service. This fee does not include the State of Nevada charges for filing of the Initial or Annual List or the Nevada Business License. Registered Agent can file your Initial or Annual List or Business License, if requested, but Business Entity must make the payment of the State of Nevada filing fee on time to complete the filing without late penalty. If Business Entity is late, Business Entity must include the late fee charged by the Nevada Secretary of State.

Under no circumstances will Registered Agent, employees, advisers, agents and representatives be liable or responsible for any damage or inconvenience caused or alleged to be caused by non filing or late filing of the required forms by the user.

## **Additional Fees and Costs**

If Registered Agent is required or requested to mail any paperwork to Business Entity, the costs of postage will be charged to you along with a \$15.00 service fee, per mailing.

## **Future Filings**

Registered Agent only offers Registered Agent services. Reasonable efforts will be made by Registered Agent to inform Business Entity, at the e-mail address Business Entity provided but Registered Agent may also utilize the telephone, Fax, or at Registered Agent discretion, US Mail, about Business Entity annual renewal. However, future required filings are ultimately Business Entity responsibility.

Under no circumstances will Registered Agent, its employees, advisers, agents and representatives be liable or responsible for any damage or inconvenience caused or alleged to be caused by Business Entity status being "Default" or being "Revoked" by the Nevada Secretary of State for non-filing of future forms or payment of future fees to the Nevada Secretary of State. It is also Business Entity responsibility to inform Registered Agent about changed or updated contact phone or email address.

## **Tax Evasion**

Under no circumstances will Registered Agent, employees, advisers, agents and representatives be liable or responsible for any damage or inconvenience caused or alleged to be caused by the use of Registered Agent services including but not limited to any attempt by an individual to defeat the income tax collection by the United States or any other governmental entities and circumstances arising from any such events.

## **Right to Terminate Registered Agent Service**

Business Entity has the right to terminate Registered Agent services at any time by notification in writing. If services are terminated, Business Entity will be responsible for the services performed and other charges incurred through the date of Registered Agent receipt of the termination notice.

Registered Agent has the right to terminate services if it is discovered that Business Entity has not given Registered Agent valid addresses or if the annual fee has not been paid when due, or upon providing thirty days written notice to Business Entity.

## **Payment**

Business Entity must make payment to file the follow up State filings, like your Annual List and Business License, with the Nevada Secretary of State on time to avoid a late penalty. If Business Entity filings are not made on time, Business Entity will become "Default" and may be "Revoked".

Should this happen, Registered Agent will advise Business Entity regarding restoring your status, but under no circumstances will Registered Agent, employees, advisers, agents and representatives be liable or responsible for any damage or inconvenience caused or alleged to be caused by Business Entity status being "Default" or being "Revoked" by the Nevada Secretary of State.

## **Refund Policy**

If Business Entity payment to utilize Registered Agent services is accepted, that fee is non refundable. Registered Agent incurs costs to complete the filing process. Because of this, once money is received, Registered Agent does not offer refunds.

Circumstances including, but not limited to, the changing of the user's mind because of events such as backing out of a member or not understanding of the terms of service or other such events are beyond Registered Agent control. Even though unfortunate, Registered Agent cannot be responsible for such circumstances. As such, please be aware that Registered Agent cannot and do not offer refunds for Registered Agent services.

Therefore, Registered Agent, employees, advisers, representatives and agents specifically disclaim any warranty whether expressed or implied, including the implied warranties of merchant-ability and fitness for purpose. Under no circumstances will Registered Agent, its advisers, agents, representatives and employees be liable or responsible for any damage or inconvenience caused or alleged to be caused by the use of Registered Agent services.

## **Expiration of Registered Agent Service**

Registered Agent service needs to be renewed each time Business Entity files Business Entity Annual List with Secretary of State of Nevada. If not renewed, Business Entity's Registered Agent service expires on the last date of the annual renewal month. If your Registered Agent service expires, to reinstate Registered Agent service, the State of Nevada may require Business Entity to pay a fee in addition to paying the required annual Registered Agent fee to Registered Agent. Revocation of an entity's registration by the Nevada Secretary of State results when we resign as the Resident Agent. As such, service of process regarding an entity that is in default or revoked will not be accepted.

## **Indemnification**

By using Registered Agent services, Business Entity indemnify Registered Agent for any violation committed by Business Entity of this Service Agreement, any law, or other Registered Agent policy, that results in loss to Business Entity or the bringing of any claim against the Registered Agent by any third-party. This means that if the Registered Agent is sued or served because of a Business Entity or customer of a Business Entity activity, the Business Entity will pay any damages awarded against the Registered Agent, plus costs and attorneys' fees.

## **Limitation of Liability**

All conditions, terms and representations relating to the services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these Terms and Conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded.

Registered Agent total aggregate liability to Business Entity for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by Business Entity specifically to Registered Agent and not to any other entity or to an entity paid by the Registered Agent in connection with the filing, which are the subject of any such claim.

In any event, no claim shall be brought unless Business Entity has notified the Registered Agent of the claim within one year of it arising. In no event, shall we be liable to Business Entity for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

## **Headings**

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

## Entire Agreement

These terms together with any documents expressly referred to in them, contain the entire Agreement between Registered Agent relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral, between the Registered Agent in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, Business Entity has not relied on any representation other than those expressly stated in these Terms and Conditions and Business Entity agrees that Business Entity shall have no remedy in respect of any misrepresentation, which has not been made expressly in this Agreement.

I authorize Registered Agent, to serve as the registered agent on behalf of Business Entity. I represent to Registered Agent that I have full authority to act on behalf of Business Entity. I acknowledge that the contents of this Service Agreement are understandable and agree to the terms set forth therein. I further authorize Registered Agent to open all mail addressed to Business Entity and destroy all junk mail.

By signing below, I agree that I am the authorized representative of Business Entity. I understand that all official mail, notices from the Nevada Secretary of State, legal notices and service of process will be accepted by Registered Agent as Business Entity registered agent. I will furnish all requested information necessary to allow Registered Agent to conduct Business Entity registered agent responsibilities in accordance of the laws and statutes of the State of Nevada. I further agree to the fee of \$39 per year for the services of Registered Agent. I understand that fees charged by the State of Nevada for forms filed on Business Entity behalf by Registered Agent will be an additional charge. I further agree that all mail forwarded other than by electronic means will be an additional charge.

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Signature of Authorized Representative

Thursday, January 07, 2016

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Printed Name