Sample Incorporation Service Agreement

Business Structure Development - Incorporating Your Dreams

SAMPLE AGREEMENT. This document is a customizable starting point, not legal advice. It does not create a client relationship and should not be signed until every blank is completed and the terms are adapted to the engagement and applicable jurisdiction. Contract and non-refundable-deposit rules vary by state.

Effective date	____________________________
Client legal name	____
Client address	____
Client email / phone	____

1. Parties and purpose

This Service Agreement is between Legacy-AI Consulting LLC (Provider) and the Client identified above. It states the general terms for the selected service. A signed proposal, statement of work, or addendum may supplement this Agreement; the most recently signed term controls the specific matter it addresses.

2. Scope of services

• Business-vision and entity-structure discovery.

• Formation workflow planning and state-filing preparation based on Client-approved information.

• Operating and compliance checklist, launch-readiness guidance, and reasonable filing coordination.

3. Excluded services and professional boundaries

• Legal, tax, accounting, investment, insurance, securities, or registered-agent advice or services.

• Litigation, ownership disputes, bookkeeping, payroll, licenses, annual reports, or ongoing compliance unless added in writing.

• Any guarantee of state, bank, tax-authority, lender, or other third-party approval.

4. Fees, deposit, and payment

The complete service fee is $850. The $100 initial consultation is due when scheduled and is credited toward the service fee when services are retained. A total 50% non-refundable deposit of $425 is required before work begins. After the consultation credit, $325 remains due to complete the deposit. The deposit is applied to the service fee and is non-refundable except as required by law or a signed agreement. The final $425 balance is due upon completion and before final documents are delivered.

State registration, publication, registered-agent, licensing, expedited, and other third-party charges are separate.

5. Client responsibilities

Client will provide accurate and timely information; review names, addresses, ownership, beneficiary, and other instructions; make all legal, tax, financial, and business decisions; obtain licensed professional advice when appropriate; pay fees when due; and promptly disclose material changes. Government, filing, professional, and third-party charges are separate unless expressly included in writing.

6. Timing, changes, and third parties

Schedules are estimates unless expressly guaranteed in writing. Provider is not responsible for delays caused by Client, government agencies, financial institutions, licensed professionals, technology providers, or other third parties. Material scope changes, additional revisions, and expedited work may require a signed change order, revised timeline, and additional fee.

7. Service-specific terms

Client must approve all names, addresses, owners, managers, officers, purposes, and filing selections before submission. Provider may pause work until Client obtains appropriate legal or tax advice.

8. Confidentiality and information handling

Each party will use reasonable care with nonpublic information. Provider may use contractors and service providers when reasonably necessary and will limit disclosures to the intended purpose. Client should not send passwords, full financial-account credentials, original estate documents, or highly sensitive information through ordinary email unless Provider supplies an appropriate secure method.

9. Cancellation and termination

Either party may terminate by written notice. Client remains responsible for the non-refundable deposit, completed work, approved third-party charges, government fees, and other amounts earned or committed through termination. If applicable law requires a refund or amounts paid exceed the amount properly retained, Provider will return the required excess. Provider may suspend work for nonpayment, missing information, unlawful instructions, abusive conduct, or a conflict with professional boundaries.

10. No guarantee and limitations

Provider does not guarantee a filing, approval, funding, legal, tax, financial, business, asset-protection, or family outcome. To the extent permitted by law, neither party is liable for indirect, special, incidental, exemplary, or consequential damages. This provision does not limit obligations or liability that cannot legally be limited.

11. Governing law and disputes

The parties will first attempt in good faith to resolve a dispute through written notice and an informal conference. Governing state: ____________________. County or venue: ____________________. Any mediation, arbitration, court, or attorney-fee requirement must be stated in a signed addendum.

12. General terms

This Agreement and signed attachments are the entire agreement concerning the engagement. Amendments must be in a writing accepted by both parties. If a provision is unenforceable, the remaining terms continue. Electronic records and signatures may be used to the extent permitted by applicable law.

13. Acknowledgment and signatures

By signing, each party states that it has read the Agreement, had the opportunity to ask questions and seek independent advice, and agrees to its terms. No work begins until Provider accepts the signed Agreement and receives the required initial payment.

LEGACY-AI CONSULTING LLC	CLIENT
By: ________________________	By: ________________________
Richard E. Floyd, Jr.	Name: _____________________
Date: ______________________	Date: ______________________