



## **Registered Agent Engagement Agreement**

(One Copy for Client | One Copy for Teton Agents, LLC)

Date: \_\_\_\_\_

Re: \_\_\_\_\_, hereinafter "Client" or "Business Entity."

Dear \_\_\_\_\_:

Thank you for choosing to use Teton Agents, LLC, hereinafter sometimes referred to as "Registered Agent," as the professional registered agent for your business entity. This letter serves as the written Engagement Agreement between Teton Agents, LLC and the Business Entity and covers the nature and scope of Teton Agents, LLC's duties to the Client, and the Client's duties to Teton Agents, LLC.

Every state allows for the creation of a business entity, such as a corporation, partnership, or limited liability company and generally requires those entities to register with the State and maintain a registered agent in the State where they are created, and also in any jurisdiction where they conduct business. You are entering into this Agreement with Teton Agents, LLC on behalf of the Client because you either have a Wyoming entity or intend to register with the State of Wyoming to do business in Wyoming. Therefore, this written Agreement is required by the State of Wyoming to retain Teton Agents, LLC as the Client's registered agent in the State of Wyoming. The Business Entity should keep a copy of this agreement with its company records and Teton Agents, LLC will retain a copy as evidence of the required written agreement and for compliance purposes with Wyoming Statutes.

Teton Agents, LLC is a Commercial Registered Agent within the State of Wyoming. As such, it must be registered with the State, maintain an office in Wyoming, and have a written agreement with its clients for the acceptance of service of process as provided in Wyoming Statute. This means that if the Business Entity, as a client of Teton Agents, LLC, 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 Wyoming Secretary of State. That delivery begins the time running for the 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 ensure 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 entity.

## Responsibilities of Teton Agents, LLC

1. Receipt and Notification of Service of Process. After receipt of any properly delivered legal service in which the represented Business Entity is named as a party, Teton Agents, LLC shall notify the Business Entity using the information provided on the *Business Entity Information Questionnaire* maintained on file along with this agreement. Teton Agents, LLC will notify the Business Entity by phone and/or e-mail directed to the person named in Box 1 of Teton Agents, LLC's *Business Entity Information Questionnaire* as soon as possible with attempts made no later than **the first business day after receipt** of properly delivered service. Additionally, the original received documents will be forwarded (via USPS, UPS, FEDEX, or similar courier) to the address named in Box 1 of Teton Agents, LLC's *Business Entity Information Questionnaire* by second day delivery or faster **no later than three business days after the date received** by Teton Agents, LLC. We will make all attempts to contact the Business Entity by phone and/or e-mail to confirm the mailing address before sending. However, if there is no response or if the mailing address cannot be confirmed, the act of forwarding the original documents to the address maintained on file shall entirely satisfy Teton Agents, LLC's obligations to the Business Entity for proper delivery and no further action of Teton Agents, LLC shall be required under this Agreement. Additionally, Teton Agents, LLC in its sole discretion may attempt to contact the Attorney, Organizer, or any other person listed on the *Business Entity Information Questionnaire* in attempt to contact the Business Entity.

Teton Agents, LLC is not a law firm and its duties do not include answering, responding, interpreting, or in any manner becoming involved with the court litigation. The Registered Agent provides the Business Entity with the notification of legal correspondence, and once the Business Entity receives the documents from the Registered Agent's office, it is the responsibility of the Business Entity to respond or otherwise proceed with the lawsuit. If the Business Entity has not provided Teton Agents, LLC with a valid address or fails to update Teton Agents, LLC of any changes to the contact address, then Teton Agents, LLC shall be relieved of its contractual obligation to notify the Business Entity, and the Business Entity shall agree to accept all responsibility for failure to update including releasing Teton Agents, LLC from its obligations and agreeing to indemnify and hold harmless Teton Agents, LLC from any claim of damages resulting from its inability to contact the Business Entity.

2. Receipt of Mail. Teton Agents, LLC does not offer mail forwarding. If Teton Agents' address is listed as the principal office of the Business Entity or no principal place of business is stated in the Articles of Organization, Teton Agents may from time to time receive mailings for the Business Entity. If Teton Agents, LLC receives mail for the Business Entity, it will collect, open, and sort the mail. Generally, this mail is solicitations and other "junk mail" from persons or entities finding your Business Entity's details on the Wyoming Secretary of State's website. Teton Agents, LLC in its sole discretion will shred or dispose of this mail. However, any official documents sent to Teton Agents' address for the Business Entity company will be opened, scanned, and e-mailed to the Client. If we do not have an e-mail address, we will mail the official documents to the business address that supplied to us in the *Questionnaire*. Teton Agents, LLC will not forward mail as a matter of course. By entering into this Agreement, Teton Agents, LLC is specifically authorized to open mail addressed to the Business Entity and destroy all junk mail.

## Responsibilities of Client

1. Completion of All Initial Paperwork. Upon retaining Teton Agents, LLC, this *Agreement* along with a *Business Entity Information Questionnaire* must be completed and signed in its entirety and returned to Teton Agents, LLC. Additionally, a signed copy of this *Engagement Agreement* must be returned to Teton Agents, LLC. These documents are required by law for Teton Agents, LLC to maintain on file and therefore must be completed and returned to Teton Agents prior to filing your Business Entity. Documents not delivered to Teton Agents within ten (10) days of filing our Consent with the Wyoming Secretary of State may result in Teton Agents, LLC resigning as Registered Agent for your Business Entity.
2. Notice of any Business Entity Changes. For the Registered Agent to adequately perform the duty of immediate notification described above, and to comply with Wyoming Law, it is important to always keep Teton Agents, LLC informed of the current contact information for your Business Entity. Included with the initial required documents is a *Business Entity Information Questionnaire* which will need to be completed in order for Teton Agents, LLC to serve as the Registered Agent for your business entity. **You agree to provide us with the information listed on the Questionnaire and to notify us of any change in the information listed on the Questionnaire within sixty (60) days of any change, and every year upon filing your annual report and renewal of the services in this Agreement. Changes to the following require notifying Teton Agents, LLC:**
  - a. The address of record to which all service of process is to be delivered for the Business Entity (Box 1);
  - b. 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 and is deemed the designated communications contact for the Business Entity (Box 3);
  - c. The names and addresses of each entity's directors, officers, limited liability company managers, managing partners, trustees, or persons serving in similar capacities (Box 5).

## Basic Fee

The Initial Fee for Teton Agents, LLC to serve as Registered Agent for the Business Entity is \$250.00. The Initial Fee is due when you retain Teton Agents, LLC, and an Annual Renewal Fee of \$250.00 will be due and payable each year concurrently with the due date for filing the annual report with the Wyoming Secretary of State. All fees are due when billed and become nonrefundable if Teton Agents, LLC is listed with the Wyoming Secretary of State as the Business Entity's Registered Agent on or after the annual report due date. Annual fees will not be prorated for a partial year. The Business Entity will be billed each year in advance of the anniversary date of filing. If the Annual Renewal Fee is not received within 15 days of your anniversary date, we reserve the right to resign as the Registered Agent for the Business Entity. Under Wyoming law, the absence of a registered agent will place the Business Entity in noncompliance with the State laws and may cause the entity to be administratively dissolved.

### **Additional Fees and Costs**

If Teton Agents, LLC is obligated to send paperwork to additional addresses other than to those specifically identified above, the costs of postage will be charged to you.

### **Right to Terminate Engagement**

The Client has the right to terminate the Registered Agent's services at any time by notification in writing. If services are terminated, the Client will be responsible for services performed and charges incurred through the date Notice of Termination is received by the Registered Agent.

Teton Agents, LLC has the right to terminate its services if it is discovered that the Business Entity has failed to timely return all initial documents, failed to update Teton Agents, LLC of changes to the Business Entity contact information, failed to pay the Initial or Annual Renewal Fee, or for any reason upon providing thirty days written notice to the designated contact person on the *Business Entity Information Questionnaire*.

### **Consent to Engagement**

If you consent to the *Registered Agent Engagement Agreement* on behalf of the Business Entity, please sign and return this *Agreement* to Teton Agents, LLC along with the *Business Entity Information Questionnaire* and a check in the amount of \$250.00 made payable to Teton Agents, LLC. To protect you against incurring any unnecessary charges, Teton Agents, LLC will not commence services until we receive this written authorization and initial fee.

Very truly yours,

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Shelby Dietzel, Manager  
Teton Agents, LLC  
210 E. Custer St.  
Laramie, WY 82070  
(307)460-9898

### **Business Entity Authorized Representative**

I authorize Teton Agents, LLC to serve as the Registered Agent on behalf of the above-named Business Entity. I represent to Teton Agents, LLC that I have full authority to act on behalf of the Business Entity. I acknowledge that the contents of this *Engagement Agreement* are understandable and agree to the terms set forth therein.

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*Signature of Authorized Representative*

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*Date*

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*(Print Name)*

I certify that I am an Authorized Representative for the members and/or managers of the Business Entity and I understand that if I am not an Authorized Representative for the entity, I personally accept responsibility and liability for the terms of this engagement letter.