

**UNCLAIMED PROPERTY  
VOLUNTARY COMPLIANCE AGREEMENT**

This Agreement is made and entered into by and between the State of Arizona Department of Revenue (the "Department") and \_\_\_\_\_  
\_\_\_\_\_ (the "Holder"), a United States corporation incorporated under the laws of \_\_\_\_\_.

The Department has commenced a voluntary compliance program to encourage unclaimed property holders to comply with Arizona Unclaimed Property Laws, A.R.S. §§ 44-301 *et seq.*, and to establish a practice of proper reporting and delivery to the Department of moneys that are presumed to be abandoned under the Unclaimed Property Laws.

The Holder has not previously complied with Arizona's Unclaimed Property Laws, and represents that it is eligible for participation in the Department's voluntary compliance program because: a) it is not currently under examination nor, to its knowledge, has it been notified by the Department, or by anyone acting on behalf of the Department, of the Department's intention to conduct an unclaimed property examination of the Holder, and b) it has voluntarily notified the Department of its potential unclaimed property liability.

In consideration of the foregoing, the Department and the Holder agree as follows:

1. Within \_\_\_\_\_ days after execution of this agreement, the Holder will file with the Department a report which will include all delinquent unclaimed property that became subject to reporting under the Unclaimed Property Laws during the last ten (10) years. With the report, the Holder will deliver to the Department all of the property that is included in the report.
2. Together with the report, the Holder agrees to provide to the Department owner names and last known addresses, amounts, dates, and such other identifying information as the Holder possesses.
3. The Department releases the Holder, its successors and assigns from all claims, demands, interest, penalties, actions or causes of action the Department may have regarding the property identified and delivered to the Department pursuant to this agreement.

4. The Department and the Holder agree that the Department may conduct an examination of the Holder's books and records for the purpose of verifying the representations of the Holder regarding the property identified and delivered to the Department pursuant to this agreement.

5. The Holder will continue to file reports and deliver unclaimed property on a prospective basis, as required by law. The Holder further agrees to retain records of unclaimed property on a prospective basis, as required by A.R.S. § 44-323.

6. Violation of this agreement by the Holder may result in the reinstatement of interest and penalties as set forth in A.R.S. § 44-326.

7. This agreement shall be effective upon execution by the parties hereto and thereafter shall be binding upon the Department and the Holder, and its successors and assigns.

8. The persons signing this agreement certify that they have the power and authority to enter into and execute this agreement.

ARIZONA DEPARTMENT OF REVENUE:

HOLDER:

\_\_\_\_\_

a \_\_\_\_\_ Corporation

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

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

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)