

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

February 25, 2005

Date of report (Date of earliest event reported)

INTUIT INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other Jurisdiction
of Incorporation)

000-21180
(Commission File Number)

77-0034661
(I.R.S. Employer
Identification No.)

2700 Coast Avenue
Mountain View, CA 94043
(Address of Principal Executive Offices, including zip code)

(650) 944-6000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On February 25, 2005, Intuit Inc. (“Intuit”) entered into a Share Repurchase Agreement (the “Agreement”) with Stephen M. Bennett, the Company’s Chief Executive Officer, pursuant to which the Company repurchased 15,945 shares of Intuit Common Stock (the “Shares”) from Mr. Bennett at a price of \$41.81 per share (which was the closing price per share of Intuit Common Stock on The Nasdaq Stock Market on February 25, 2005), for an aggregate repurchase price of \$666,660.45. The entire repurchase price was remitted to federal and state taxing authorities to satisfy Mr. Bennett’s federal, state and Medicare tax withholding obligations resulting from the vesting of 37,500 shares of Intuit Common Stock under his January 2000 new-hire restricted stock awards.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

<u>Exhibit Number</u>	<u>Exhibit Title or Description</u>
99.01	Share Repurchase Agreement between Intuit and Stephen M. Bennett, dated February 25, 2005

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: February 28, 2005

INTUIT INC.

By: /s/ Robert B. Henske
Robert B. ("Brad") Henske
Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Exhibit Title or Description</u>
99.01	Share Repurchase Agreement between Intuit and Stephen M. Bennett, dated February 25, 2005

SHARE REPURCHASE AGREEMENT

This Agreement is made February 25, 2005 (the "Effective Date") by and between Intuit Inc., a Delaware corporation ("Intuit"), and Stephen M. Bennett ("Bennett").

WHEREAS, Intuit desires to repurchase shares of Intuit common stock issued to Bennett (the "Shares"), which shares were originally issued to Bennett pursuant to Restricted Stock Purchase Agreements entered into by Intuit and Bennett as of January 24, 2000 and amended as of January 17, 2001 (the "Stock Purchase Agreements"), the proceeds of which shall be used by Bennett to satisfy the federal, state and Medicare tax obligations resulting from the vesting of 37,500 shares pursuant to the Stock Purchase Agreements, and

WHEREAS, Bennett desires that Intuit repurchase the Shares to enable Bennett to satisfy the tax obligations,

NOW, THEREFORE, the parties agree as follows:

1. Intuit agrees to repurchase 15,945 Shares from Bennett (the "Repurchased Shares"), at a price per share equal to the closing price on the Nasdaq Stock Market of a share of Intuit Common Stock on the Effective Date (the "Repurchase Share Price"). The product of (i) the Repurchased Shares and (ii) the Repurchase Share Price shall equal the aggregate "Purchase Price".
2. Bennett agrees to deliver to Intuit on the Effective Date a stock certificate(s) representing a number of Shares equal to or in excess of the number of Repurchased Shares, along with instructions regarding the issuance and delivery of a certificate (if any) representing Shares in excess of the Repurchased Shares.
3. Intuit agrees to transmit the Purchase Price to the tax authorities as set forth in Paragraph 4 below.
4. Bennett hereby instructs Intuit (i) to transmit \$510,022.20 to the U.S. Treasury as Federal income tax withholding and \$21,127.95 to the U.S. Treasury as required Medicare tax withholding, and (ii) to transmit \$135,510.30 to the State of California as California State income tax withholding.

IN WITNESS THEREOF, Intuit (by its duly authorized representative) and Bennett have executed this Agreement as of the Effective Date.

INTUIT INC.

By: /s/ Robert B. Henske
Robert B. Henske
Chief Financial Officer

STEPHEN M. BENNETT

By: /s/ Stephen M. Bennett
Stephen M. Bennett