

CORPORATE TAX AUDIT REPRESENTATION RETAINER AGREEMENT

This Corporate Tax Audit Representation Retainer Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

CLIENT: _____, a corporation organized and existing under the laws of the State of _____, with its principal place of business at _____ (hereinafter referred to as the "Client"),

AND

REPRESENTATIVE: _____, with its principal office located at _____ (hereinafter referred to as the "Representative").

1. SCOPE OF REPRESENTATION

The Client hereby retains the Representative, and the Representative agrees to represent the Client, solely in connection with the defense and representation of the Client's corporate tax return(s) under audit by the _____ for the tax year(s) _____ (the "Audit").

This representation is strictly limited to the Audit specified above and does not include any other tax years, other tax authorities, appeals, litigation in tax court, or any other legal or accounting matters unless agreed to in writing by both parties.

2. RETAINER AND FEES

As consideration for the services to be rendered by the Representative, the Client agrees to pay fees and costs as follows:

A. Retainer Fee: The Client shall pay to the Representative a non-refundable initial retainer fee of \$_____ upon execution of this Agreement. This retainer must be received before the Representative commences any work on behalf of the Client.

B. Hourly Rates: The Representative's services shall be billed against the retainer at the following hourly rates:

- Partner / Principal: \$_____ per hour
- Manager: \$_____ per hour
- Staff / Associate: \$_____ per hour

C. Additional Costs: The Client shall reimburse the Representative for all out-of-pocket expenses incurred in connection with the representation, including but not limited to travel, postage, copy costs, and delivery fees.

3. DUTIES AND RESPONSIBILITIES OF THE CLIENT

The Client agrees to cooperate fully with the Representative and to provide all financial records, tax documents, receipts, ledgers, and other requested information in a timely, complete, and truthful manner. The Representative shall not be held liable for any penalties, interest, or adverse outcomes resulting from incomplete, inaccurate, or delayed information provided by the Client.

4. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall terminate upon the conclusion of the Audit, or upon written notice of termination by either party. Upon termination, the Client shall immediately pay all outstanding balances for fees and expenses incurred up to the date of termination.

5. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Corporate Tax Audit Representation Retainer Agreement as of the date first written above.

CLIENT:

By: _____
Title: _____
Date: _____

REPRESENTATIVE:

By: _____
Title: _____
Date: _____