

# SALES AND USE TAX COMPLIANCE SERVICES AGREEMENT

This Sales and Use Tax Compliance Services Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between:

**Provider:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_, and

**Client:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_.

WHEREAS, Client desires to retain Provider to perform sales and use tax compliance and consulting services, and Provider agrees to perform such services under the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

## **1. SCOPE OF SERVICES**

Provider shall perform the following sales and use tax compliance services (the "Services") for the jurisdictions mutually agreed upon by the parties:

1. Preparation and filing of monthly, quarterly, and/or annual sales and use tax returns based on data provided by Client.
2. Monitoring of sales tax nexus thresholds and notifying Client of registration requirements.
3. Management of sales tax exemption certificates.
4. Assisting with sales and use tax registrations in new jurisdictions, as requested.
5. Providing general sales and use tax consulting services as detailed in specific work orders.

## **2. CLIENT RESPONSIBILITIES**

Client shall timely provide all financial, sales, and transaction data necessary for Provider to perform the Services. Such data must be provided in the format requested by Provider no later than the \_\_\_\_\_ day of each calendar month. Provider shall not be liable for interest, penalties, or late fees resulting from Client's failure to provide accurate data within the specified timeframe.

## **3. FEES AND PAYMENT**

Client agrees to pay Provider for the Services rendered under this Agreement as follows:

1. **Base Compliance Fee:** \$ \_\_\_\_\_ per \_\_\_\_\_.
2. **Hourly Consulting Rate:** \$ \_\_\_\_\_ per hour for services outside the standard scope of compliance filing.
3. **Invoicing:** Provider shall invoice Client on a \_\_\_\_\_ basis. All invoices are due and payable within \_\_\_\_\_ days of the invoice date.

## **4. TERM AND TERMINATION**

This Agreement shall commence on the Effective Date and shall continue on a \_\_\_\_\_ basis until terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by providing \_\_\_\_\_ days written notice to the other party.

## **5. LIMITATION OF LIABILITY**

In no event shall Provider be liable for any consequential, indirect, special, or punitive damages. Provider's total liability under this Agreement for any cause of action, whether in contract or tort, shall not exceed the total fees paid by Client to Provider during

the \_\_\_\_\_ months immediately preceding the event giving rise to the liability.

**6. CONFIDENTIALITY**

Both parties agree to maintain the confidentiality of all proprietary or non-public information received from the other party during the course of this Agreement. This obligation shall survive the termination of this Agreement.

**7. GOVERNING LAW**

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

**8. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties hereto have executed this Sales and Use Tax Compliance Services Agreement as of the Effective Date written above.

**CLIENT:**

**PROVIDER:**

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature

Authorized Signature

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

\_\_\_\_\_

\_\_\_\_\_

Title

Title

\_\_\_\_\_

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Date

Date