

STANDARD TAX AUDIT DEFENSE AND REPRESENTATION SERVICE CONTRACT

This Agreement is entered into on this _____ day of _____, 20____, by and between:

Client: _____

Address: _____

Taxpayer Identification Number (TIN/SSN): _____

(hereinafter referred to as the "Client"), and

Representative/Firm: _____

Address: _____

License/Credentials: _____

(hereinafter referred to as the "Representative").

1. SCOPE OF SERVICES

The Representative agrees to provide tax representation and audit defense services to the Client in connection with the examination of the Client's tax return(s) by the _____ (e.g., Internal Revenue Service / State Department of Revenue) for the following tax period(s) and tax type(s):

Tax Period(s): _____

Tax Form/Type(s): _____

The Scope of Services shall include:

- a. Reviewing the tax return(s) and any relevant audit notices or correspondence from the taxing authority.
- b. Formulating an audit defense strategy and advising the Client on potential exposure and outcomes.
- c. Preparing responses, documentation, and arguments in defense of the audited tax return(s).
- d. Representing the Client in meetings, phone conferences, and written communications with the taxing authority.
- e. Negotiating potential settlements or administrative appeals as authorized by the Client.

2. EXCLUDED SERVICES

This Agreement does not cover representation in connection with any other tax periods or tax types not specified in Section 1. This Agreement specifically excludes litigation in any state or federal court, criminal tax investigations, or the preparation of original or amended tax returns, unless mutually agreed to in writing through an addendum to this Agreement.

3. CLIENT RESPONSIBILITIES

The Client agrees to fully cooperate with the Representative. This cooperation includes, but is not limited to, providing complete, accurate, and truthful records, receipts, bank statements, and other supporting documentation within _____ business days of request. The Representative is not responsible for any penalties, interest, or adverse audit findings resulting from the Client's delay, failure to provide documents, or provision of inaccurate information.

4. POWER OF ATTORNEY

The Client agrees to execute a Power of Attorney (e.g., Form 2848 or state equivalent) authorizing the Representative to act on the Client's behalf before the designated taxing authority for the specified tax periods.

5. FEES AND PAYMENT TERMS

The Client agrees to compensate the Representative for services rendered under one of the following payment structures (check/initial selected option):

☐ **Hourly Rate:** Compensation shall be billed at the rate of \$ _____ per hour, billed in increments of _____ hour(s).

☐ **Flat Fee:** A flat fee of \$ _____ for the scope of services outlined herein.

☐ **Retainer:** An initial retainer of \$ _____ is required upon signing this Agreement. The Representative will draw down against this retainer as work is performed.

All invoices are due within _____ days of receipt. Late payments may result in the suspension of services.

6. TERM AND TERMINATION

This Agreement shall commence on the date of execution and shall terminate upon the completion of the audit representation (e.g., receipt of final determination letter or settlement agreement) unless terminated earlier by either party. Either party may terminate this Agreement at any time by providing written notice to the other party. Upon termination, the Client shall pay the Representative for all services rendered and expenses incurred up to the date of termination.

7. LIMITATION OF LIABILITY AND GOVERNING LAW

The Representative does not guarantee a specific outcome or result in the audit. The Client remains solely responsible for any tax, interest, and penalties assessed by the taxing authority. This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Client:

Representative/Firm:

Signature

Signature

Print Name: _____

Print Name/Title: _____

Date: _____

Date: _____