

# STANDARD AGREEMENT FOR ANNUAL REPORT FILING SERVICES

This Agreement for Annual Report Filing Services (the "Agreement") is entered into as of \_\_\_\_\_, by and between:

**Service Provider:** \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**Client:** \_\_\_\_\_

Entity Name: \_\_\_\_\_

State of Incorporation/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

## 1. SCOPE OF SERVICES

The Service Provider agrees to prepare and file the annual corporate report(s) for the Client with the appropriate state agencies in the State of \_\_\_\_\_. The services are strictly limited to the preparation and filing of the mandated annual report based solely on the information provided by the Client.

## 2. CLIENT OBLIGATIONS

The Client agrees to provide all necessary, accurate, and complete information required for the filing in a timely manner, but no later than \_\_\_\_\_ days prior to the official state filing deadline. The Client assumes full responsibility for the accuracy of all information provided to the Service Provider.

## 3. FEES AND PAYMENT

The Client agrees to pay the Service Provider a service fee of \$\_\_\_\_\_ for the execution of the services. This fee does not include state-mandated filing fees, which are estimated to be \$\_\_\_\_\_ and shall be paid by the Client to the Service Provider prior to filing, or paid directly to the state authority by the Client as agreed.

## 4. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall terminate upon the successful filing of the report(s) and receipt of final payment, unless terminated earlier by either party with \_\_\_\_\_ days written notice.

## 5. LIMITATION OF LIABILITY

The Service Provider shall not be held liable for any penalties, fines, interest, or dissolution of the Client's business entity resulting from delayed, incomplete, or inaccurate information provided by the Client, or for state processing delays. The maximum liability of the Service Provider under this Agreement shall not exceed the total service fee paid by the Client.

## 6. GOVERNING LAW

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

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

**SERVICE PROVIDER:**

**CLIENT:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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