

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

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

## STATE AND LOCAL TAX CONSULTING ENGAGEMENT LETTER

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Dear \_\_\_\_\_,

This engagement letter sets forth the terms and conditions under which \_\_\_\_\_  
(hereinafter referred to as the "Firm") will provide State and Local Tax ("SALT") consulting services to  
\_\_\_\_\_ (hereinafter referred to as the "Client").

### 1. SCOPE OF SERVICES

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The Firm will assist the Client with state and local tax advisory services as specifically detailed below:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Any additional services not specified above will be subject to a separate written agreement or an amendment to this engagement letter.

### 2. CLIENT RESPONSIBILITIES

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The Client is responsible for the completeness, accuracy, and truthfulness of all information, documentation, and representations provided to the Firm. The Firm will rely on this information without independent verification. The Client agrees to designate a qualified individual to oversee the services provided under this agreement.

### 3. FEES AND BILLING

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Our fees for the services outlined in Section 1 will be based on:

\_\_\_\_\_

Invoices will be rendered \_\_\_\_\_ and are due and payable within \_\_\_\_\_ days from the invoice date. Out-of-pocket expenses incurred in connection with this engagement will be billed separately.

### 4. TERM AND TERMINATION

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This agreement will commence on \_\_\_\_\_ and will continue until the services are completed. Either party may terminate this agreement at any time upon \_\_\_\_\_ days' written notice to the other party. In the event of termination, the Client shall pay the Firm for all services rendered and expenses incurred up to the date of

termination.

## 5. LIMITATION OF LIABILITY

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To the fullest extent permitted by law, the total liability of the Firm to the Client for any and all claims, losses, or damages arising out of this engagement shall be limited to the total fees paid by the Client to the Firm under this agreement.

## 6. GOVERNING LAW

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This agreement shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_, without giving effect to any principles of conflicts of law.

Please indicate your acceptance of the terms of this engagement letter by signing and returning the enclosed copy.

Accepted and agreed to by:

### For the Firm:

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

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

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

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

### For the Client:

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

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

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

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