TAX ACCURACY INDEMNITY AND HOLD HARMLESS AGREEMENT

This Tax Accuracy Indemnity and Hold Harmless Agreement (the "Agreement") is entered into this _____ day of _____, 20____, by and between:

Client: _____

Provider: _____

RECITALS

WHEREAS, the Provider has been engaged by the Client to prepare and file certain federal, state, and local tax returns (the "Tax Returns") for the tax year(s) _____;

WHEREAS, the preparation of the Tax Returns relies entirely on the financial records, receipts, statements, transactions, and other representations provided by the Client to the Provider; and

WHEREAS, the Provider requires, as a condition of performing these professional services, that the Client warrant the accuracy of all provided information and indemnify the Provider against any liability resulting from inaccuracies, omissions, or misrepresentations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. REPRESENTATION AND WARRANTIES OF CLIENT

The Client represents and warrants that all financial data, income records, deduction documentation, transaction histories, and any other information provided to the Provider for the preparation of the Tax Returns are complete, truthful, accurate, and documented in accordance with applicable tax laws. The Client acknowledges that the Provider will not audit or otherwise verify the information submitted for accuracy.

2. INDEMNIFICATION AND HOLD HARMLESS

The Client hereby agrees to defend, indemnify, and hold harmless the Provider, its officers, directors, employees, agents, and successors from and against any and all claims, liabilities, losses, damages, demands, actions, causes of action, suits, proceedings, judgments, assessments, deficiencies, interest, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees and accounting fees) arising out of, resulting from, or relating to:

a. Any inaccuracy, incompleteness, omission, or misrepresentation in the information, records, or documentation provided by the Client to the Provider;

b. Any audit, investigation, inquiry, or challenge by the Internal Revenue Service (IRS) or any state or local taxing authority regarding the Tax Returns filed on behalf of the Client;

c. Any failure by the Client to maintain proper documentation, receipts, or proof of transactions as required by applicable tax authorities.

3. NOTIFICATION AND DEFENSE OF CLAIMS

The Provider shall promptly notify the Client of any claim, audit notification, or legal proceeding for which indemnification may be sought under this Agreement. Upon receiving such notice, the Client shall, at its own expense, assume the defense of such claim, audit, or proceeding with counsel reasonably acceptable to the Provider.

4. LIMITATION OF LIABILITY

Under no circumstances shall the Provider be liable to the Client for any indirect, incidental, special, exemplary, punitive, or consequential damages arising out of or in connection with the services provided, even if advised of the possibility of such damages. The Provider's maximum liability under any circumstances shall be limited to the total fees actually paid by the Client to the Provider for the specific tax preparation services in question.

5. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed, interpreted, and governed by the laws of the State of _____, without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in _____.

6. ENTIRE AGREEMENT AND SEVERABILITY

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements or understandings. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Tax Accuracy Indemnity and Hold Harmless Agreement as of the date first written above.

CLIENT	**PROVIDER**
_____	_____
SIGNATURE	**SIGNATURE**
_____	_____
PRINTED NAME	**PRINTED NAME**
_____	_____
TITLE (IF APPLICABLE)	**TITLE**
_____	_____
DATE	**DATE**